# THEHEARTHEALTHCENTER

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WILLIAM F. SOUTHWORTH, M.D., F.A.C.C.

January 22, 2018

**Via Federal Express Overnight Delivery**

U.S. Nuclear Regulatory Commission, Region III
Materials Licensing Branch
2443 Warrenville Road, Suite 210
Lisle, IL 60532

**Re: Sale of Assets of HHC Health Care, LLC**
**Request for Expedited Review**
**Materials License No. 24—35232-01**

Dear Sir or Madam:

Please be advised that HHC Health Care, LLC ("Licensee") has entered into an Asset Purchase Agreement with Heart Care Specialists, LLC ("Buyer"), pursuant to which Buyer, an affiliate of St. Luke's Hospital, will acquire substantially all of the assets of Licensee (the "Transaction"). Licensee holds the above referenced Materials License issued by the NRC. As a result of this Transaction, we will be seeking to transfer the Materials License to Buyer. Thus, we are seeking the NRC's written consent to the proposed Transaction and the re-issuance of the Materials License in the name of Buyer.

Information to comply with the provisions of U.S. Nuclear Regulatory Commission NUREG-1556, "Consolidated Guidance About Materials Licenses," Volume 15, "Guidance About Changes of Control and About Bankruptcy Involving Byproduct, Source, or Special Nuclear Material Licenses," Appendix E, follows:

1. Describe any planned changes in the organization, including but not limited to, transfer of stocks or assets and mergers, change in members on Board of Directors, etc. Provide the new licensee name, mailing address, and contact information, including phone numbers. Clearly identify when the amendment request is due to a name change only.

**Licensee owns and operates a medical practice located at 450 N. New Ballas Road, Suite 270 West, St. Louis, Missouri, and at 1151 Hazel Lane, Farmington, Missouri. It is selling substantially all of its assets to Buyer, who will continue to operate a medical practice at the same locations. The new licensee will be:**

450 NORTH NEW BALLAS ROAD
SUITE 270 WEST WING
ST. LOUIS, MO 63141
PHONE 314•991•6969
FAX 314•997•6969

1151 HAZEL LANE
FARMINGTON, MO 63640
PHONE 573•747•1777
FAX 573•747•1077

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**Heart Care Specialists, LLC**
**232 S. Woods Mill Road**
**Chesterfield, MO 63017**

**Buyer's radiation safety officer will be Allen D. Soffer, M.D, (314) 991-6969.**

**The proposed Transaction is expected to close as soon as practicable after receipt of all required regulatory approvals, which is expected to occur during the first calendar quarter of 2018. Because of the projected closing date, we are requesting an expedited review and appreciate your consideration in advance. Additional information about the Transaction may be obtained from the following individuals:**

| **For Licensee** | **For Buyer** |
|---|---|
| **Allen D. Soffer, M.D.** | **Scott H. Johnson** |
| **(314) 991-6969** | **(314) 205-6301** |

2. Describe any changes in personnel or duties that relate to the licensed program. Include training and experience for new personnel and any changes in the training program.

**The Transaction will not result in any changes in personnel or duties that relate to the licensed program.**

3. Describe any changes in the location, facilities, radiation safety program, use, possession, waste management, or other procedures that relate to the licensed program.

**The Transaction will not result in any changes in the location, facilities, radiation safety program, use, possession, waste management, or other procedures that relate to the licensed program.**

4. Describe the status of the licensee's facilities, equipment, and radiation safety program, including any known contamination and whether decontamination will occur prior to transfer. Include the status of calibrations, leak tests, area surveys, wipe tests, training, quality control, and related records.

**Licensee is current and up-to-date on all calibrations, leak tests, area surveys, wipe tests and training. The summary of Licensee's Radiation Safety Program, attached hereto as Exhibit A, describes applicable committees and programs. There is presently no known contamination. In connection with the Transaction, there will be no alteration to the surveillance program and the surveillance program will remain unchanged. The surveillance program activities and records will remain current.**

5. If current decommissioning funding plans (DFP) will be changed as a result of the transfer, the revised DFP should be submitted. If other financial assurance documents will be changed as a result of the transfer, confirm that all financial assurance instruments associated with

the license will be held in the transferee's name before the license is transferred, and as required by 10 CFR 30.35(f), the licensee must, within 30 days, submit financial instruments reflecting such changes.

**There will be no changes to decommissioning funding as Licensee does not have any decommissioning funding plans. There will be no changes to financial assurance documents as Licensee does not meet the threshold to be required to post financial assurance.**

6. Confirm that all records concerning the safe and effective decommissioning of the facility will be transferred to the transferee or to NRC, as appropriate. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity.

**Pursuant to the Transaction, Licensee will transfer to Buyer all records applicable to its activities under the Materials License.**

7. Confirm that both transferor and transferee agree to transferring control of the licensed material and activity, and the conditions of transfer, and that the transferee has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.

**Control of licensed material will be transferred to Buyer. Licensee has informed Buyer that there are currently no open inspection items and of potential responsibility for future enforcement actions.**

8. Confirm that the transferee will abide by all constraints, conditions, requirements, representations, and commitments of the transferor or that the transferee will submit a complete description of the proposed licensed program.

**Following the closing of the Transaction, Buyer will abide by applicable constraints, conditions, requirements, representations and commitments of the NRC licensed program.**

9. The transferee, in the case of fuel cycle facilities, shall provide documentation showing that it is financially qualified to conduct normal operations. The information can be in the form of income statements and balance sheet forecasts.

**Not applicable because Licensee does not own a fuel cycle facility.**

Based on the above noted information, Licensee respectfully requests NRC's written consent to the Transaction and is asking that the NRC provide an expedited review to accommodate the projected closing date for the Transaction. If any further information is required to obtain NRC's consent, Licensee and Buyer will be happy to provide that information. If you have any questions please contact the undersigned. Thank you for your prompt attention to this matter.

Very truly yours,

HHC Health Care, LLC

By: _____
Name: Allen Soffer
Title: Manager

Heart Care Specialists, LLC

By: _____
Name: _____
Title: _____

Very truly yours,

HHC Health Care, LLC

By:_____
Name:_____
Title:_____

Heart Care Specialists, LLC

By:_____
Name: Christine M. Candio
Title: President & CEO

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ORIGIN ID:CPSA (314) 444-7600
R. SCOTT MOORE
LEWIS RICE LLC
600 WASHINGTON
SUITE 2500
ST. LOUIS, MO 63101
UNITED STATES US

SHIP DATE: 24JAN18
ACTWGT: 0.50 LB
CAD: 112126357/WSXI3200

BILL SENDER

TO **MATERIALS LICENSING BRANCH**
**U.S. NUCLEAR REGULATORY COMMISSION**
**2443 WARRENVILLE RD STE 210**

**LISLE IL 60532**
(314) 444-7781
INV:
PO: DEPT:

REF: 080103.13901-46500

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FedEx Express

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3785346

**THU - 25 JAN 10:30A**
**PRIORITY OVERNIGHT**

TRK# 0201 **7894 5634 4163**

**XH ENLA**

**60532**
IL-US **ORD**

**FOLD on this line and place in shipping pouch with bar code and delivery address visible**

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

*Legal Terms and Conditions*

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of 100 USD or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is 500 USD, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).