



Lutheran Health Physicians

May 29, 2019

VIA OVERNIGHT DELIVERY

U.S. NRC Region III
Materials Licensing Branch
2443 Warrenville Road, Suite 210
Lisle, Illinois 60532-4352

**Re: Notice of Proposed Change of Ownership: Cardiovascular Consultants of Marion,
P.C. (Radioactive Materials License #13-32301-01)**

Dear Sir or Madam:

We are writing on behalf of Lutheran Medical Group, LLC, a Delaware limited liability company ("Buyer") and Cardiovascular Consultants of Marion, P.C., an Indiana professional corporation ("Seller"). Seller operates a business providing professional medical services and services ancillary thereto located at 1132 N. Western Avenue, Marion, Indiana 46952 (the "Practice"). Pursuant to 10 C.F.R. § 30.34(b), the purpose of this letter is to provide notice to the United States Nuclear Regulatory Commission, Region III (the "NRC") of the anticipated change of ownership of the Practice and to obtain the consent of the NRC to transfer control of the above-referenced Radioactive Materials License from Seller to Buyer, as discussed in greater detail below.

Buyer and Seller are in the process of negotiating a definitive agreement that, subject to the satisfaction or waiver of certain conditions, will result in Buyer's acquisition of substantially all of the assets and operations of Seller, including the Practice (the "Proposed Transaction"). It is anticipated that the Proposed Transaction will close effective as of June 1, 2019 (the "Effective Date"); however, due to the NRC required approvals, the transfer of the above-mentioned radioactive materials license associated with the operation of the Practice's nuclear camera (the "RAM License") will not occur as of the Effective Date. It is anticipated that the transfer of the RAM License will take place on July 15, 2019 or at an earlier or later date (the "Transfer Date") depending upon the timing of NRC regulatory approval and consent. Therefore, Buyer and Seller have agreed to escrow that portion of the purchase price attributable to the value of the nuclear camera and any related equipment located in the room associated with the nuclear camera's operation (the "Nuclear Camera Equipment"), only to be released upon Buyer's receipt of the NRC's consent to transfer the RAM License. During the period between the Effective Date and the Transfer Date, the Buyer and Seller agree that no patients will be scheduled for nuclear imaging and that the room in which the Nuclear Camera Equipment is located will remain closed off from the rest of the operations of the Practice.

Other than changes resulting in the ordinary course of business, no change in the local administrative management or day-to-day operations of the Practice is anticipated as a result of the Proposed Transaction. In particular, the Proposed Transaction will not result in any change in the use, possession, location, or storage of licensed radioactive materials by the Practice, nor will it result in any change in the Practice's equipment, procedures, or personnel operating under the Practice's current RAM License.

7916 W. JEFFERSON BLVD., FORT WAYNE, IN 46804

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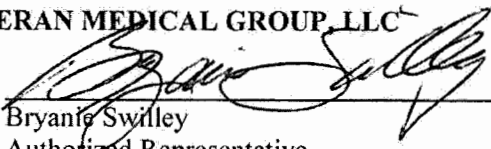
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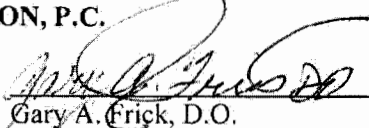
Pursuant to the instructions of your office and the *NRC Consolidated Guidance about Materials Licenses* (NUREG-1556, Volume 15), we have enclosed as Exhibit A responses to the questions posed by the NRC in situations involving changes in ownership or transfers of control. If you have any questions or require any further information, please do not hesitate to contact Elliot Bertasi, counsel for Buyer, at (615) 252-3530 or ebertasi@bradley.com.

Very truly yours,

BUYER:
LUTHERAN MEDICAL GROUP, LLC


By: Bryanie Swilley
Title: Authorized Representative

SELLER:
**CARDIOVASCULAR CONSULTANTS OF
MARION, P.C.**


By: Gary A. Frick, D.O.
Title: President

Enclosure

cc: Elliot Bertasi
Bryanie Swilley
Gary A. Frick, D.O.

EXHIBIT A

RESPONSES TO INFORMATION NEEDED FOR TRANSFER OF CONTROL APPLICATION

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.

Response: As described in the letter to which this Exhibit A is attached, Buyer and Seller are in the process of negotiating a definitive agreement that, subject to the satisfaction or waiver of certain conditions, will result in Buyer's acquisition of substantially all of the assets and operations of Seller, including the Practice (the "Proposed Transaction"). It is anticipated that the Proposed Transaction will close effective as of June 1, 2019 (the "Effective Date"); however, due to the NRC required approvals, the transfer of the above-mentioned radioactive materials license associated with the operation of the Practice's nuclear camera (the "RAM License") will not occur as of the Effective Date. It is anticipated that the transfer of the RAM License will take place on July 15, 2019 or at an earlier or later date (the "Transfer Date") depending upon the timing of NRC regulatory approval and consent. Therefore, Buyer and Seller have agreed to escrow that portion of the purchase price attributable to the value of the nuclear camera and any related equipment located in the room associated with the nuclear camera's operation (the "Nuclear Camera Equipment"), only to be released upon Buyer's receipt of the NRC's consent to transfer the RAM License. During the period between the Effective Date and the Transfer Date, the Buyer and Seller agree that no patients will be scheduled for nuclear imaging and that the room in which the Nuclear Camera Equipment is located will remain closed off from the rest of the operations of the Practice.

The reason for the delay in the transfer of the RAM License is because Buyer and Seller wish to close the Proposed Transaction prior to being able to obtain NRC approval for the transfer of the RAM license.

New Licensee Name: Following the closing of the Proposed Transaction, the Practice will operate under the ownership and control of Buyer using the business name "Lutheran Medical Group, LLC d/b/a Lutheran Health Physicians."

New Licensee Mailing Address: 1123 N. Western Avenue, Marion, IN 46952.

New Licensee Contact Information: Rebecca J. Frick; (765) 618-0173.

If more information is needed concerning the Proposed Transaction, please contact Elliot Bertasi, counsel for Buyer, at (615) 252-3530 or ebertasi@bradley.com.

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.

Response: There are no changes anticipated in personnel or duties that relate to the licensed program, in the training and experience for new personnel, or in the training program as a result of the Proposed Transaction.

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

Response: There are no changes anticipated in the location, facilities, equipment, radiation safety program, use, possession, waste management or other procedures that relate to the licensed program as a result of the Proposed Transaction.

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.

Response: The status of the licensee's facilities, equipment, and radiation safety program, is up-to-date and in compliance with NRC rules and regulations. All daily surveys, meter calibrations, leak tests, wipe tests and quality control measures are up-to-date and in compliance with NRC standards and requirements. There is no known contamination. There are no changes anticipated in the status of the surveillance program as a result of the Proposed Transaction.

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.

Response: There are no changes anticipated in the DFP as a result of the Proposed Transaction.

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.

Response: All records concerning the safe and effective decommissioning of the Practice will be transferred to Buyer as a result of the Proposed Transaction.

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.

Response: In January 2012, as a result of a Safety Inspection Report and Compliance Inspection, the NRC found that Seller violated 10 C.F.R. 20.1101(c) requiring that "[t]he licensee shall periodically (at least annually) review the radiation protection program content and implementation." Seller corrected this violation and the NRC's April 2017 Safety Inspection Report and Compliance Inspection of Seller indicates that this previous violation was closed, noting that "[t]he inspector considered the failure to document audits under 10 C.F.R. 20.1101(c) to be minor."

In April 2017, the NRC found that Seller violated 49 C.F.R. 172.702, requiring that hazmat employees receive initial training and recurrent training at least once every three years, because Seller had not performed hazmat training "since well before April 2014." Seller corrected this violation by providing the required hazmat training in April 2017 and beginning to track such required hazmat training to ensure it will be provided in a timely manner in the future.

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.

Response: Buyer will abide by all constraints, conditions, requirements, and commitments of Seller currently in place with respect to the 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.

Response: Not Applicable.

ORIGIN ID:RNCA (615) 252-3879
ELLIOTT BERTASI

1600 DIVISION ST.
SUITE 700
NASHVILLE, TN 37203
UNITED STATES US

SHIP DATE: 30MAY19
ACTWGT: 1.00 LB
CAD: 2390325/INET4100

BILL SENDER

TO **US NRC REGION III**
MATERIALS LICENSING BRANCH
2443 WARRENVILLE ROAD
SUITE 210
LISLE IL 60532

(615) 252-3879

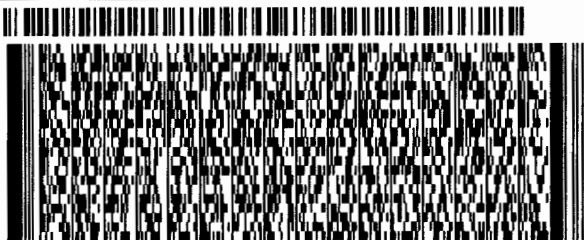
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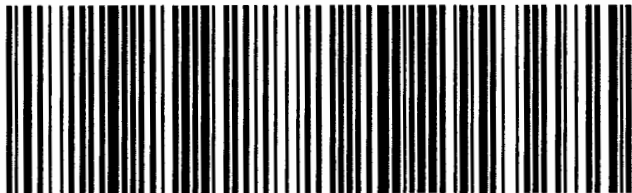
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