

October 20, 2021

VIA FEDEX

Mr. Robert Orlikowski
Chief, Nuclear Materials Licensing Branch
Nuclear Regulatory Commission, Region III
2443 Warrenville Rd, Suite 210
Lisle, Illinois 60532-4352

Re: Transfer of Control: License Number 13-18692-01

Dear Mr. Orlikowski:

Pursuant to Section 184 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. §2234 ("AEA"), and NUREG-1556, Vol. 15, Rev. 1, The Bethany Circle of King's Daughters' of Madison, Inc, d/b/a King's Daughters' Health (the "KDH") and Norton Healthcare - Indiana, Inc. ("NHI") submit this notification to the U.S. Nuclear Regulatory Commission ("NRC") to obtain the NRC's written consent to the indirect transfer of control of Materials License No. 13-18692-01 (the "License"), in connection with an affiliation agreement between KDH and NHI as described below. As discussed in more detail below, KDH will remain the licensee, and the parties do not plan to institute any material changes to the personnel, duties, locations, facility, equipment, activities or materials designated in the License.

Background

KDH, an Indiana nonprofit corporation, operates a licensed acute care hospital located at 1373 East State Road 62, Madison, Indiana 47250, that provides a range of inpatient, outpatient and emergency services to the surrounding community. As part of its operations, KDH holds the following NRC-issued radioactive materials license authorizing the receipt, acquisition, possession, and/or transfer byproduct, source, and/or special nuclear material:

- License No. 13-18692-01: Applicable to licensee's facility located at 1373 East State Road 62, Madison, Indiana 47250; Expiration date August 31, 2021; Docket No. 030-13805; Radiation Safety Officer is Williams Skiles, M.D. Please note: the license renewal application was previously submitted and is currently in processing by the NRC.

As soon as possible, KDH and NHI plan to finalize an affiliation agreement pursuant to which NHI will become the sole corporate member of Bethany Holding, LLC, which is the sole corporate member of KDH (the "Affiliation"). Currently, Bethany Legacy Circle, Inc. is the sole member of Bethany Holding, LLC. Norton Healthcare, Inc. is and will continue to be the sole corporate member of NHI. The following diagram depicts the current and future organizational structures:

RECEIVED OCT 21 2021

Current Structure	Future Structure
<p style="text-align: center;">Bethany Legacy Circle, Inc. Bethany Holding, LLC The Bethany Circle of King's Daughters' of Madison, Indiana, Inc. (d/b/a King's Daughters' Health)</p>	<p style="text-align: center;">Norton Healthcare, Inc. Norton Healthcare-Indiana, Inc. Bethany Holding, LLC The Bethany Circle of King's Daughters' of Madison, Indiana, Inc. (d/b/a King's Daughters' Health)</p>

Following the Affiliation, which is expected to close as soon as possible, KDH will have a newly appointed Board of Directors, and otherwise will continue to operate in substantially the same manner as operated prior to the Affiliation, with no material changes to the personnel, duties, locations, facility, equipment, activities or materials designated in the License. Accordingly, KDH and NHI request your prior written consent to the indirect transfer of control of the License pursuant to the Affiliation.

Description of transaction

Pursuant to NRC guidance, the following information is provided in support of the request to transfer indirect control of the License:

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's name, mailing address, and contact information, including phone numbers. Clearly identify when the amendment request is due to a name change only. Include copy of pre-and post-transaction organizational chart showing corporate structure of license holder and parent company.

Response: KDH is formed as a nonprofit corporation under the Indiana Non-Profit Corporations Act and presently has one (1) corporate member, Bethany Holding, LLC. Bethany Holding, LLC, an Indiana limited liability company, has one member, Bethany Legacy Circle, Inc. Pursuant to the Affiliation, NHI, an Indiana nonprofit corporation, will become the sole corporate member of Bethany Holding, LLC. The parties anticipate that the transaction will close as soon as possible. A chart depicting the organizational structure of KDH pre- and post-Affiliation is provided above.

Notably, upon consummation of the Affiliation, although NHI will become the sole member of Bethany Holding, LLC, KDH will continue to (i) own and operate its acute care hospital and related facilities; (ii) maintain its own provider numbers, accreditations, and licenses, including

the License; (iii) furnish services substantially similar to the services that it is currently furnishing; and (iv) operate under its current federal tax identification number.

The Affiliation contemplates a continuation of current personnel, duties, locations, facility, equipment, activities and materials of the Licensee. The parties submit that the proposed indirect transfer of control of the License does not present an unreasonable risk to public health and safety and is in accordance with the AEA. NHI already operates a network of reputable health care facilities and is experienced in providing for the safe handling of radioactive materials in the provision of high-quality health care services to its patients. Furthermore, as noted above, KDH intends to continue operating the licensed facility in substantially the same manner as they operated prior to the transaction with no material changes to the personnel, duties, locations, facility, equipment, activities or materials designated in the License.

Pursuant to the Affiliation, a new Board of Directors will be appointed for KDH that may include individuals currently serving on the KDH Board. Further information regarding the transaction may be obtained from:

KDH

Carol Dozier
President and CEO
(812) 801-0105
dozier@kdhmadison.org

NHI

Robert Azar
Secretary and General Counsel
(502) 420-2161
Robert.azar@nortonhealthcare.org

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 planned changes in personnel or duties relating to the licensed program. Any future changes in personnel will be those that occur in the ordinary course of business. Further, there are expected to be no changes to the training program supporting the licensed program, nor do the parties anticipate any changes to the authorized users or any other personnel identified in KDH's most recent license applications as responsible for radiation safety or the use of licensed material, including but not limited to the Authorized Nuclear Pharmacists or the Radiation Safety Officer ("RSO"). The parties do not plan to make any changes in the materials, activities or duties that relate to, or are designated in the License.

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: The parties do not plan to change the location, facility, equipment, radiation safety program, use, possession, waste management, or other procedures that relate to the License or the KDH radiation safety 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.

Response: All required surveillance has been performed and documented. At the present time, surveillance items and records, including calibrations, leak tests, area surveys, wipe tests, training, quality control, and related records are current, and the program is expected to remain current through the indirect transfer of control. There is no known reportable contamination at this time. The parties will maintain a surveillance program post-Affiliation that meets applicable requirements.

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 DFPs or other financial assurance documents associated with the License, as the quantity of licensed materials at KDH are below the regulatory thresholds that require decommissioning 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.

Response: The parties confirm that KDH will continue to possess and maintain all records concerning the safe and effective decommissioning of the facility following the Affiliation. The parties further confirm that NHI will have access to such records. Decommissioning will not occur before the indirect transfer of control. Further, NHI understands applicable decommissioning requirements and accepts responsibility for the decommissioning of the licensed facility, should NHI choose to decommission the licensed facility in the future.

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: KDH and NHI expressly agree to the transfer of indirect control of the licensed material and activity, and the conditions of transfer. NHI has been made aware of the license requirements, its responsibility for any open inspection items and its responsibility for any

related enforcement actions. At this time, there are no open inspection items related to the License.

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: NHI will abide by all constraints, conditions, requirements, commitments and representations identified in the License or previously made by KDH to NRC with respect to the License.

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.

Conclusion

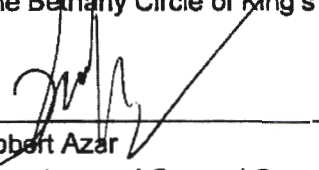
Based on the foregoing, KDH and NHI respectfully request NRC's prior written consent to the indirect transfer of control described herein, effective as of the date the Affiliation closes.

Thank you in advance for your consideration and assistance with this matter. Should you have any questions, please do not hesitate to contact the above identified individuals.

Sincerely,



Carol Dozier
President & CEO
The Bathany Circle of King's Daughter's Health of Madison, Indiana, Inc.



Robert Azar
Secretary and General Counsel
Norton Healthcare-Indiana, Inc.

ORIGIN ID:ROGA (479) 250-9700
ERIN THOMPSON
KUTAK ROCK LLP
5111 W. JB HUNT DRIVE
SUITE 300
ROGERS, AR 72758
UNITED STATES US

SHIP DATE: 20OCT21
ACTWGT: 1.00 LB
CAD: 112463182/NET4400

BILL SENDER

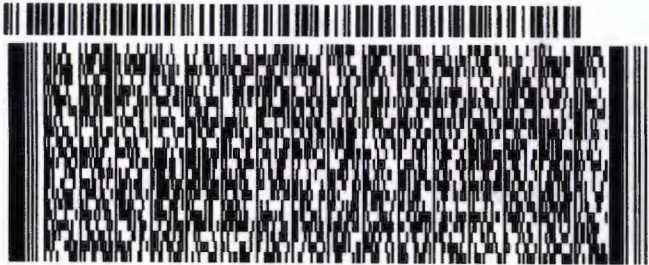
TO **MR. ROBERT ORLIKOWSKI**
NUCLEAR REGULATORY COMM. REGION III
2443 WARRENVILLE ROAD
SUITE 210
LISLE IL 60532

56D.G/14BAFE4A

(000) 000-0000
INV:
PO:

REF: 128501.274333

DEPT:



THU - 21 OCT 10:30A
PRIORITY OVERNIGHT

TRK# 7749 7942 8562
0201

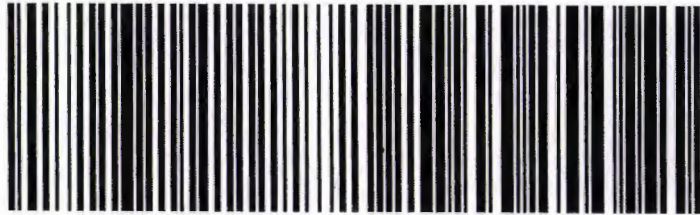
ASR

60532

XH DPAA

IL-US

ORD



RECEIVED OCT 21 2021

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, 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 current 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 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.