

January 9, 2024

VIA ELECTRONIC MAIL:
Magdalena.Gryglak@nrc.gov

Nuclear Regulatory Commission, Region III
2443 Warrenville Rd, Suite 210
Lisle, Illinois 60532-4352
Attn: Ms. Magdalena Gryglak, Health Physicist

Re: Transfer of Control: License Number 13-09649-02

Dear Ms. Gryglak:

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, Terre Haute Regional Hospital, LP ("**TRH**") and Union Hospital, Inc. ("**Union**") submit this notification to the U.S. Nuclear Regulatory Commission ("**NRC**") to obtain the NRC's written consent to the transfer of control of Materials License No. 13-09649-02 (the "**License**"), in connection with a transaction between TRH and Union as described below (the "**Transaction**"). As discussed in more detail below, Union will operate the location as an additional off-site location of its existing hospital, and Union does not plan to institute any material changes to the personnel, duties, locations, facility, equipment, activities or materials designated in the License. Union's Radiation Safety Officer, William K. Breeden, III, MS, FACR, will provide oversight of the licensed activities post-closing.

BACKGROUND

TRH, a Delaware limited partnership, operates a licensed acute care hospital located at 3901 South 7th Street, Terre Haute, Indiana 47802, that provides a range of inpatient, outpatient, and emergency services to the surrounding community (the "**Licensed Facility**"). As part of its operations, TRH holds the following NRC-issued radioactive materials license authorizing the receipt, acquisition, possession, and/or transfer byproduct, source, and/or special nuclear material:

- Materials License Number 13-09649-02 for licensed materials used and stored at 3901 S. 7th Street, Terre Haute, Indiana 47802.

As soon as possible, Union will acquire substantially all of the assets of TRH. Union will then operate the Licensed Facility as a location of Union's existing hospital operations

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

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: TRH is a Delaware limited partnership and presently has as its general partner Terre Haute Hospital, G.P., Inc. Pursuant to the Transaction, Union, an Indiana nonprofit corporation, will purchase substantially all of the assets of TRH. The parties anticipate that the Transaction will close as soon as possible.

Notably, upon consummation of the Transaction, Union will (i) operate the Licensed Facility as part of Union's acute care hospital and related facilities; (ii) furnish services substantially similar to the services that TRH is currently furnishing; and (iii) operate the Licensed Facility under Union's existing federal tax identification number.

The Transaction contemplates a continuation of current personnel, duties, locations, facility, equipment, activities and materials of TRH. The parties submit that the proposed transfer of control of the License does not present an unreasonable risk to public health and safety and is in accordance with the AEA. Union 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, Union intends to continue operating the Licensed Facility in substantially the same manner as it is currently operated with no material changes to the personnel, duties, locations, facility, equipment, activities or materials designated in the License.

Further information regarding the Transaction may be obtained from:

Union

William K. Breeden, III, MS, FACR
Radiation Safety Officer
(317) 223-3022
Wbreeden@amphysics.com

TRH

Edward E. Johnston, III
Radiation Safety Officer
(812) 251-6797
Edward.Johnston@hcahealthcare.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 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, other than a change of the Radiation Safety Officer ("**RSO**") Union anticipate any changes to the authorized users or any other personnel identified in TRH's most recent license applications as responsible for radiation safety or the use of licensed material. Following the Transaction, Willim K Breeden, III, MS will act as the RSO for the Licensed Facility. 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: Union does 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 TRH

radiation safety program. Union will review the existing radiation safety program and integrate the Licensed Facility into Union's existing 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. Union will maintain a surveillance program post-Transaction 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 TRH 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 Union will continue to possess and maintain all records concerning the safe and effective decommissioning of the facility, if applicable, following the Transaction. Decommissioning is not planned and, in any event, would not occur before the transfer of control. Further, Union understands applicable decommissioning requirements and accepts responsibility for the decommissioning of the Licensed Facility, should Union 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: TRH and Union expressly agree to the transfer of control of the licensed material and activity, and the conditions of transfer. TRH and Union are aware of the license requirements, Union's 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 Licensed Facility.

- 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: Union will abide by all constraints, conditions, requirements, commitments and representations identified in the License or previously made by TRH 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.***

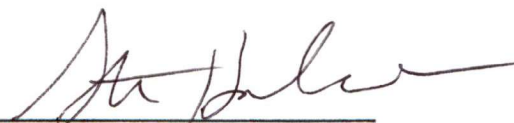
Response: Not applicable.

CONCLUSION

Based on the foregoing, TRH and Union respectfully request NRC's prior written consent to the transfer of control described herein, effective as of the date the Transaction 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,



Steve Holman
President & Chief Executive Officer
Union Hospital, Inc.



Mark Casanova
Chief Executive Officer
Terre Haute Regional Hospital, LP.

Martha Pavon

From: Tammy Tomczak
Sent: Tuesday, January 16, 2024 1:39 PM
To: Martha Pavon
Cc: Sandy Pavon
Subject: FW: Transfer of Control: License Number 13-09649-02
Attachments: NRC Materials License Agreement 1-16-24.pdf

Good afternoon, Martha 😊

Can you please add the attached to ADAMS?

Thank you!!
Tammy

From: Magdalena Gryglak <Magdalena.Gryglak@nrc.gov>
Sent: Tuesday, January 16, 2024 1:36 PM
To: Tammy Tomczak <Tammy.Tomczak@nrc.gov>
Cc: Bob Orlikowski <Robert.Orlikowski@nrc.gov>
Subject: FW: Transfer of Control: License Number 13-09649-02

Hello Tammy,

This is a action, TOC.

Thank you

From: Amy Hock <ahock@union.health>
Sent: Tuesday, January 16, 2024 10:49 AM
To: Magdalena Gryglak <Magdalena.Gryglak@nrc.gov>
Subject: [External_Sender] Transfer of Control: License Number 13-09649-02

Dear Ms. Gryglak,

In anticipation of an upcoming merger, attached please sign a fully signed request for consent from the NRC to transfer of the above-referenced Materials License. Please contact me if I can provide additional information.

Thank you,
Amy

Amy T. Hock
Chief Legal Officer
UNION HEALTH SYSTEM
1606 North 7th Street
Terre Haute, IN 47804
W: 812.238.7659
C: 812.870.8412
ahock@uhhg.org

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