

FACSIMILE

To: 16305151078

From: Prenger, Vi

Fax Number:

Phone:

Pages: 8

Fax:

Date: 2024 12 26 10:28:05 AM

Company: Husch Blackwell

Subject: **Attention: Magdalena R. Gryglak**

Good morning Magdalena,

The attached MCHS Notice of Transaction between Sanford and Marshfield Clinic's Dickinson County Healthcare System is ready for processing. Please confirm that this change does not require us to take further action with your department.

Thank you!

Viola Prenger

(she/her/hers)

Practice Support Team Specialist

HUSCH BLACKWELL

630 Bolivar Street,
Suite 300
Jefferson City, MO 65101

Direct: 573 761 1113

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Viola.Prenger@huschblackwell.com

huschblackwell.com

Husch Blackwell is a different kind of law firm—structured around our clients' industries and built on a culture of selfless service. Our 1000+ lawyers collaborate across the U.S. from more than 20 offices and our virtual office, The Link, to provide uncommon solutions to our clients' most complex challenges.

****PLEASE NOTE WE'VE MOVED****

Effective October 26, 2023, our new address will be 630 Bolivar Street, Suite 300, Jefferson City, MO 65101.

12/26/2024 10:28 AM FROM: Husch Blackwell

TO: +16305151078

P. 2



Marshfield Clinic Health System

December 26, 2024

VIA FACSIMILE (630) 515-1078

Materials Licensing Branch
U.S. Nuclear Regulatory Commission ("NRC"), Region III
2443 Warrenville Road, Suite 210
Lisle, IL 60532-4352
Attention: Magdalena R. Gryglak

Re: Notice of Transaction

Dear Magdalena R. Gryglak:

Marshfield Clinic Health System, Inc., a Wisconsin nonprofit corporation ("**Marshfield**"), is the parent corporation for several legal entities, including Dickinson County Healthcare System, ("**License Holder**") that operates a facility regulated and licensed by your department. The license ("**License**") issued to such facility and the respective License Holder is provided below.

We are writing to inform you that Marshfield has entered into a definitive agreement with Sanford, a North Dakota nonprofit corporation ("**Sanford**"), pursuant to which Sanford will become the sole corporate member of Marshfield. The closing of the Transaction (the "**Closing**") is expected to occur on December 31, 2024, to be effective as of January 1, 2025, but the Closing is contingent upon finalizing all necessary legal, operational and other steps necessary to consummate the Transaction, including receipt of all required regulatory approvals.

There will be no change to the direct ownership of the License Holder. Sanford will only become an indirect owner of the License Holder. A pre-Closing, and a sample post-Closing organizational chart is enclosed below for your convenience. These changes will not affect the License Holder's name, DBA, EIN, or NPI, all of which will remain the same following the Closing. Furthermore, there will be no impact to the day-to-day operations and services currently provided by the License Holder.

We do not believe these changes trigger any formal processes within your department, as there is not a change in direct ownership of License Holder or in the operation of the licensed facility, but we are providing this notice in an abundance of caution. **Please confirm that this change does not require us to take further action with your department.**

Enclosed, please find the following supporting documents:


- Attachment 1: List of License
- Attachment 2: Pre-Closing Organizational Chart for Marshfield and Post-Closing Sample Organizational Chart
- Attachment 3: Additional information for U.S. Nuclear Regulatory Commission

If you require additional information or have any questions regarding this matter, please contact Marlene Prah of Husch Blackwell at marlene.prah@huschblackwell.com who can assist with connecting you with the appropriate Marshfield and/or Husch Blackwell (counsel to Marshfield) representative(s).

Thank you for your assistance.

Sincerely,

MARSHFIELD CLINIC HEALTH SYSTEM,
INC.

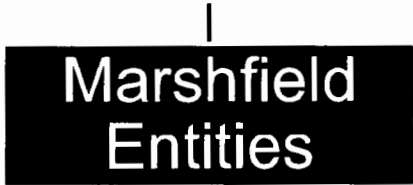
By: 
Name: Brian D. Hoerneman, M.D.
Title: Interim Chief Executive Officer

cc: Marshfield, Michelle Leiker via email (leiker.michelle@marshfieldclinic.org)
Husch Blackwell, Peggy Barlett via email (Peggy.Barlett@huschblackwell.com)
Husch Blackwell, Kelsey Toledo via email (Kelsey.Toledo@huschblackwell.com)

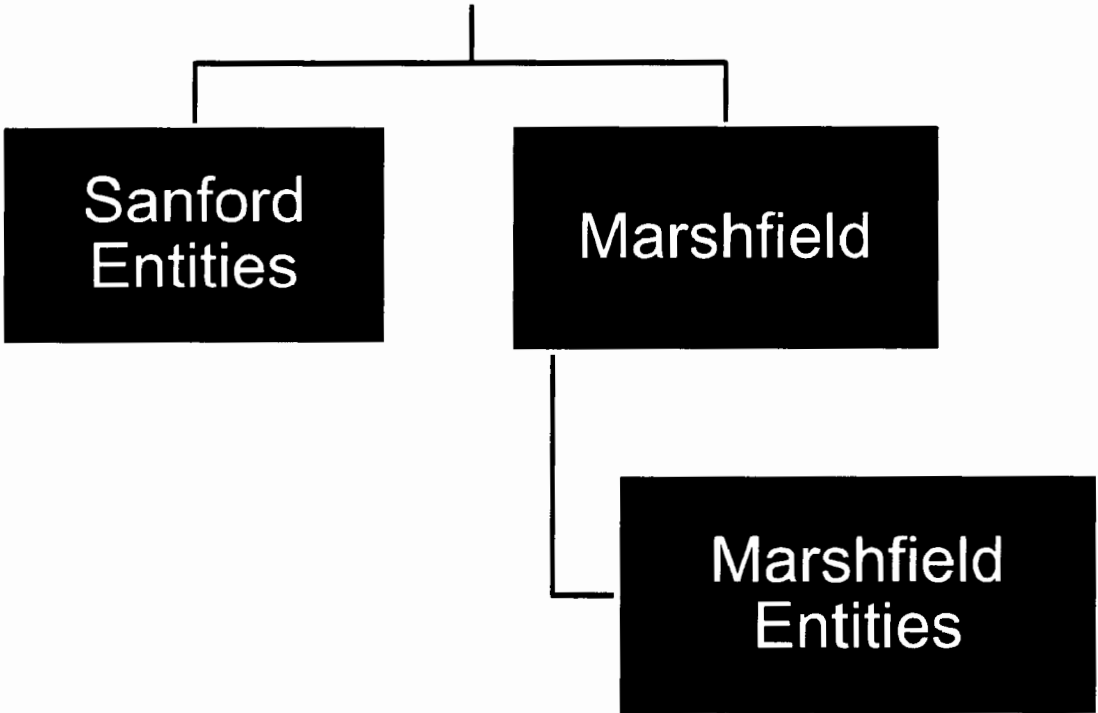
ATTACHMENT 1
List of License

License Holder	Byproduct, source, and/or special nuclear material	License Number
Dickinson County Healthcare System	Any byproduct mater permitted by: 10 CFR 35.100 10 CFR 35.200 10 CFR 35.300	21-18889-01

Pre-Closing Organizational Chart



Post-Closing Organizational Chart



ATTACHMENT 3

1. ***Description of any changes in personnel or duties that relate to the licensed program, including training and experience for new personnel.***

There will not be any changes in personnel or duties that relate to the licensed program arising out of the Transaction.

2. ***Description of any changes in organization, location, facilities, equipment or procedures that relate to the licensed program.***

There will be no changes in organization, location, facilities, equipment or procedures that relate to the licensed program in connection with the Transaction, and the organization, location, facilities, equipment, and procedures that relate to the licensed program will remain intact.

3. ***Description of the status of the surveillance program (surveys, wipe tests, quality control) at the present time and the expected status at the time that control is to be transferred.***

The surveillance program (surveys, wipe test, quality control) records are complete and up to date. The surveillance program will continue without change following the Transaction. Records of program audits are available for review as are the NRC inspection reports, and there are no open items requiring corrective action.

4. ***Confirmation 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.***

License Holder has not decommissioned any facility with respect to its nuclear medicine program and no decommissioning will be performed as a result of the Transaction. All records that would be required for possible future decommissioning will remain at License Holder and be available to assist in performing decommissioning if it becomes necessary.

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

See Attachment 1 for the confirmation that, when Marshfield becomes the sole member of License Holder, it will continue to cause License Holder to abide by all constraints, conditions, requirements and commitments previously made.

6. ***Provide documentation that the transferor and transferee agree to the change in ownership or control of the licensed material and activity, and the conditions of transfer; and the transferee is made aware of all open inspection items and its responsibility for possible resulting enforcement actions.***

See Attachment 1 for the confirmation.