



JEFFERSON REGIONAL MEDICAL CENTER

Jefferson Health System

February 20, 2013

SENT VIA OVERNIGHT DELIVERY

U.S. Nuclear Regulatory Commission
Region III
2443 Warrenville Road, Suite 210
Lisle, IL 60532-4352

RE: Jefferson Memorial Hospital – Materials License No. 24-18315-01

To Whom It May Concern:

Pursuant to your November 29, 2012 letter, the purposes of this letter are (1) to confirm that the change of control of The Jefferson Memorial Hospital Association d/b/a Jefferson Memorial Hospital (“**Hospital**”) is completed, and (2) to request an amendment to the above-referenced Materials License (“**License**”) to reflect Hospital’s impending change of name. Hospital is located at 1400 Highway 61 South, Festus, MO 63028 and holds the above-referenced License issued by the U.S. Nuclear Regulatory Commission (“**NRC**”).

In a November 14, 2012 letter to NRC, we informed NRC of the impending change of control of Hospital (the “**Transaction**”). In a November 29, 2012, NRC consented to the Transaction as described our letter and requested written confirmation within 30 days after the change of control is completed.

The Transaction has closed and effective as of February 1, 2013, Jefferson Health System (“**JHS**”), the parent company of Hospital, entered into an agreement with Mercy Health (“**Mercy**”) pursuant to which Hospital became a part of the Mercy health system (the “**Transaction**”). Specifically, a Mercy affiliate (Mercy Health East Communities – Southern Region) was admitted as a new corporate member of Hospital and its existing sole corporate member, JHS, thereafter resigned, leaving the Mercy affiliate as the sole remaining corporate member (parent) of Hospital. The Federal Employer Identification Number of Hospital did not change as a result of the Transaction.

The Transaction did not result in any changes in the radiation safety officer, the authorized users or any other personnel identified in previous license applications as responsible for radiation safety or use of licensed material. There also has not been any changes in the duties that relate to the License in connection with the Transaction.

The Transaction did not result in any changes in the facilities, location, equipment or procedures that relate to the License. Changes in the organization that did occur as a result of the Transaction included (a) the entity that is the sole corporate member of Hospital, and (b) the members of the board of directors and the officers of Hospital.

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Although the name of Hospital did not change upon consummation of the Transaction, the Jefferson entities that became part of the Mercy health system will undergo a corporate rebranding effective April 1, 2013, which will result in the following changes:

- The corporate name of Hospital, "The Jefferson Memorial Hospital Association," will change to "Mercy Hospital Jefferson."
- The trade name of Hospital, "Jefferson Memorial Hospital," will cease to exist.

As of the effective date of the Transaction and at the present time, the surveillance program activities (radiation surveys, wipe tests, quality control) are current. The surveillance program continued unaltered through the change of control process. At the time control was transferred, all surveillance program activities and records were current.

After the Transaction, Hospital continues to own, control and maintain all records concerning the safe and effective decommissioning of Hospital, including documentation of surveys of ambient radiation levels and fixed and/or removable contamination.

As of the date of the Transaction, Hospital (as owned by Mercy Health East Communities – Southern Region) (a) will continue to abide by, all constraints, conditions, requirements and commitments identified in the License or otherwise made to NRC by Hospital, and (b) has been made aware of all open inspection items and its responsibility for possible resulting enforcement actions.

Attached hereto please find an executed copy of the Confirmation of Change in Sponsorship as evidence of the agreement between Mercy and JHS regarding the change of control.

We respectfully request that the License be amended to reflect Hospital's new name as of April 1, 2013. If you need additional information, please feel free to contact our outside counsel, Joy Hennessy, at jhennessy@thompsoncoburn.com or 314-552-6165.

Sincerely,

JEFFERSON MEMORIAL HOSPITAL

By: 

Its: Chief Executive Officer

Enclosure

CONFIRMATION OF CHANGE IN SPONSORSHIP

This **CONFIRMATION OF CHANGE IN SPONSORSHIP** (this "Confirmation") is given as of this 31st day of January, 2013, by Jefferson Health System, a Missouri nonprofit corporation ("JHS"), Jefferson Memorial Community Foundation, a Missouri nonprofit corporation ("Foundation"), Mercy Health East Communities-Southern Region, a Missouri nonprofit corporation ("MHEC-SR"), and Mercy Health, a Missouri nonprofit corporation ("Mercy"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

RECITAL

Pursuant to that certain Agreement for Change in Sponsorship (the "Agreement") made and entered into as of January 30, 2013 by and between the JHS, Foundation, MHEC-SR and Mercy, as of 12:01 a.m. on the first day of the month following the Closing Date (the "Effective Time"): (i) MHEC-SR shall be the sole remaining corporate member of The Jefferson Memorial Hospital Association d/b/a Jefferson Regional Medical Center (the "Hospital") and Jefferson Regional Outpatient Facilities, LLC (the "Outpatient LLC"); (ii) MHEC-SR and Mercy shall be, directly or indirectly, the sponsor of each of the Hospital, the Outpatient LLC, Jefferson Land Company, Inc. ("Land Company"), Jefferson Physician Network, LLC ("JPN"), and Jefferson Cardiovascular and Thoracic Services, LLC ("Jefferson Cardiovascular"); and (iii) MHEC-SR and Mercy shall be the beneficial owners of The Apothecary Services, Inc. (the "Apothecary") and each of the Operating Entities (as defined below).

As defined in the Agreement, the Hospital, the Outpatient LLC, Land Company, JPN, Jefferson Cardiovascular and the Apothecary are collectively the "Operating Entities."

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof and of the Agreement, JHS and Foundation hereby acknowledges as follows:

1. Closing Date. The Closing Date for the change of sponsorship contemplated by the Agreement is this 31st day of January, 2013.
2. Effective Time. The Effective Time shall be 12:01 am on the 1st day of February, 2013. As of such Effective Time, (i) MHEC-SR shall be the sole remaining corporate member of the Hospital and the Outpatient LLC; and (ii) MHEC-SR and Mercy shall be, directly or indirectly, the sponsor of each of the Operating Entities other than the Apothecary and the beneficial owner of the Apothecary and each of the Operating Entities.
3. No Remaining Membership or Ownership Interest. As of the Effective Time (a) neither JHS nor Foundation shall have any remaining ownership interest in the Apothecary; and


(b) neither JHS nor Foundation shall have any remaining membership interest in any of the other Operating Entities.

4. Successors and Assigns. The terms and conditions of this Confirmation shall inure to the benefit of and be binding upon the successors and permitted assigns of MHEC-SR and Mercy in accordance with the Agreement.
5. Terms of the Agreement. This Confirmation is given to further evidence the membership and sponsorship changes contemplated by the Agreement, and, notwithstanding any other provisions of this Confirmation to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of JHS and Foundation, on one hand, or MHEC-SR and Mercy, on the other, set forth in the Agreement. To the extent that any provision of this Confirmation conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.
6. Controlling Law. This Confirmation shall be governed by and construed and enforced in accordance with the internal laws of the State of Missouri without regard to its conflicts of laws rules.
7. Counterparts. This Confirmation may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, JHS and Foundation have caused this Confirmation to be
duly executed as of the date first written above.

JEFFERSON HEALTH SYSTEM

By: 
Name: Tonda A. Breeze
Title: Chair

**JEFFERSON MEMORIAL
COMMUNITY FOUNDATION**

By: 
Name: Ronald Ravenscroft
Title: Chair

**MERCY HEALTH EAST
COMMUNITIES-SOUTHERN
REGION**

By: _____
Name: _____
Title: _____

MERCY HEALTH

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, JHS and Foundation have caused this Confirmation to be duly executed as of the date first written above.

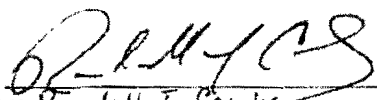
JEFFERSON HEALTH SYSTEM

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Name: _____
Title: _____

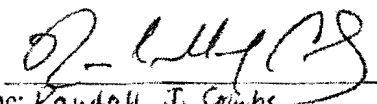
**JEFFERSON MEMORIAL
COMMUNITY FOUNDATION**

By: _____
Name: _____
Title: _____

**MERCY HEALTH EAST
COMMUNITIES-SOUTHERN
REGION**

By: 
Name: Randall J. Combs
Title: Treasurer

MERCY HEALTH

By: 
Name: Randall J. Combs
Title: Chief Financial Officer



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