

STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

NORTHSHORE CARDIOVASCULAR
ASSOCIATES, LLC

AI # 104903

PROCEEDINGS UNDER THE LOUISIANA
ENVIRONMENTAL QUALITY ACT
LA. R.S. 30:2001, ET SEQ.

* Settlement Tracking No.
* SA-RE-10-0017
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* Enforcement Tracking No.
* RE-P-08-0002
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SETTLEMENT

The following Settlement is hereby agreed to between Northshore Cardiovascular Associates, LLC (Respondent) and the Department of Environmental Quality (Department), under authority granted by the Louisiana Environmental Quality Act, La. R.S. 30:2001, et seq. (Act).

I

Respondent is a limited liability company that owns and/or operates a medical facility located at 2360 Gause Boulevard East, Slidell, St. Tammany Parish, Louisiana (Facility).

II

On February 15, 2008, the Department issued to Respondent a Penalty Assessment, Enforcement No. RE-P-08-0002, in the amount of Six Thousand Three Hundred Seventy and 42/100 Dollars (\$6,370.42), which was based upon the following findings of fact:

The Respondent is in possession of sealed sources under the provisions of Radioactive Material License, LA-10730-L01, issued by the Department. The facility is located at 2360 Gause Boulevard East in Slidell, St. Tammany Parish, Louisiana.

On or about August 14, 2006, an inspection of the Respondent's facility was conducted by a representative of the Department. During the inspection the following violations were noted:

- A. The Respondent failed to exchange the personnel monitoring badges monthly, in violation of LAC 33:XV.320.A.2 and the Application for Radioactive Material Licenses, DRC 11, Item 5.a.
- B. The Respondent failed to develop and implement a radiation protection program sufficient to ensure compliance with the provisions of LAC 33:XV.Chapter 4, in violation of LAC 33:XV.Chapter 4, in violation of LAC 33:XV.406.A.
- C. The assigned deep dose equivalent did not represent the part of the body receiving the highest exposure, in violation of LAC 33:XV.410.C. Specifically, Cecil Gullede stated he frequently did not wear his monitoring badge(s) while working, and personnel monitoring badges were stored in a drawer beneath the countertop on which he placed patient doses.

ON March 7, 2007, a Consolidated Compliance Order & Notice of Potential Penalty (CONOPP), Enforcement Tracking No. RE-CN-07-0006 was issued to the Respondent.

A penalty in the amount of \$6,370.42 was assessed together with legal interest as allowed by law and all costs of bringing and prosecuting this enforcement action accruing after the date of issuance.

III

In response to the Penalty Assessment, Respondent made a timely request for a hearing.

IV

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

V

Nonetheless, Respondent, without making any admission of liability under state or federal statute or regulation, agrees to pay, and the Department agrees to accept, a payment in the amount of FOUR THOUSAND EIGHT HUNDRED SEVENTY AND 42/100 DOLLARS (\$4,870.42), of which One Hundred Seventy and 42/100 Dollars (\$170.42) represents the Department's enforcement costs, in settlement of the claims set forth in this agreement. The total amount of money expended by Respondent on cash payments to Department as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

VI

Respondent further agrees that the Department may consider the inspection report(s), the Penalty Assessment and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the Department against Respondent, and in any such action Respondent shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondent's compliance history.

VII

This agreement shall be considered a final order of the Secretary for all purposes, including, but not limited to, enforcement under La. R.S. 30:2025(G)(2), and Respondent hereby waives any right to administrative or judicial review of the terms of this agreement, except such review as may be required for interpretation of this agreement in any action by the Department to enforce this agreement.

VIII

This Settlement is being made in the interest of settling the state's claims and avoiding for both parties the expense and effort involved in litigation or an adjudicatory hearing. In agreeing to the compromise and settlement, the Department considered the factors for issuing civil penalties set forth in LSA- R. S. 30:2025(E) of the Act.

IX

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in St. Tammany Parish, Louisiana. The advertisement, in form, wording, and size approved by the Department, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. Respondent has submitted an original proof-of-publication affidavit and an original public notice to the Department and, as of the date this Settlement is executed on behalf of the Department, more than forty-five (45) days have elapsed since publication of the notice.

X

Payment is to be made within ten (10) days from notice of the Secretary's signature. If payment is not received within that time, this Agreement is voidable at the option of the Department. Payments are to be made by check, payable to the Department of Environmental Quality, and mailed or delivered to the attention of Accountant Administrator, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303. Each payment shall be accompanied by a completed Settlement Payment Form (Exhibit A).

XI

In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

XII

Each undersigned representative of the parties certifies that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her respective party, and to legally bind such party to its terms and conditions.

NORTHSHORE CARDIOVASCULAR
ASSOCIATES, LLC

BY: Anthony Morales
(Signature)

Anthony Morales, M.D.
(Print)

TITLE: Managing Partner

THUS DONE AND SIGNED in duplicate original before me this 16 day of
September, 20 10, at Covington, LA.

Patricia T. Pope
NOTARY PUBLIC (ID# 35177)

PATRICIA T. POPE
(Print)

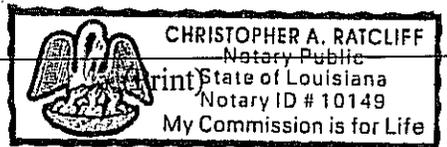
LOUISIANA DEPARTMENT OF
ENVIRONMENTAL QUALITY

Peggy M. Hatch, Secretary

BY: [Signature]
Beau James Brock, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this 24th day of
December, 20 10, at Baton Rouge, Louisiana.

Christopher A. Ratcliff
NOTARY PUBLIC (ID # _____)



Approved: Paul D. Miller
Paul D. Miller, P. E., Assistant Secretary