

Br.1 52-31182-01
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"INFORMATION NEEDED FOR CHANGE OF CONTROL"

Definitions:

Control: Control of a license is the hands of the persons who are empowered to decide when and how that license will be used. That control is to be found in the person or persons who, because of ownership or authority explicitly delegated by the owners, possess the power to determine corporate policy and thus the direction of the activities under the license.

Transferee: A transferee is an entity that proposes to purchase or otherwise gain control of U.S. Nuclear Regulatory Commission-license operation.

Transferor: A transferor is an NRC license selling or otherwise giving up control of a licensed.

Information needed for transfer of Control

Licensees must provide full information and obtain prior written consent before transferring control of the license. Provide the following information concerning changes of control by the applicant (transferor and/or transferee, as appropriate). If any items are not applicable, so state.

- JFN
1. Provide a complete description of the transaction (transfer of stock or assets, or merger). Indicate whether the name has changed and include the new name. Include the name and telephone number of a license contact whom the NRC may contact if more information is needed.
Clínica Cardiovascular de Guaynabo will no longer own or operate by Luis Rosado, MD.
The facility will be owned and operated by Juan Fontanez, MD.

call

Luis Rosado, MD NRC 52-31182-01 Juan Fontanez, MD NRC 52-31182-01

New Owner:

- a) Nuclear Scan, PSC
Juan Fontanez, MD
P O Box 367580
San Juan, PR 00936-7580

- b) Main Office address and physical location (storage /location of the radiation sources & records) –
No change.

Calle Carazo #11
Guaynabo, PR 00969
Tel. (787) 642-7489
Fax. (787) 790-1570

2. Describe any changes in personnel or duties that relate to the licensed program. Include training and experience for new personnel.

1. Please add Juan Fontanez, MD as authorized user for 35.100, 35.200, and 35.300.
Juan Fontanez, MD is currently listed on NRC license 52-15086-01 and was on 52-235390-01.
2. The ROSO will be David Rhoe and listed on 52-25430-03.

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NRC SOURCE MATERIALS-001

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3. There are no other changes to the program

3. Describe any changes in the organization, location, facilities, equipment or procedures that relate to the licensed program.

No changes to the program. The facility's location, procedures and equipment will remain the same.

4. Describe 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.

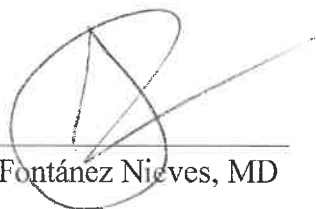
The program is currently active. However, all of the surveillance programs are following NRC regulations and will be maintained until the transfer is complete.

5. 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, fixed and/or removal contamination, including methods and sensitivity. All records concerning the facility will be transferred to the transferee. These records will include the documentation of surveys of ambient radiation levels, and fixed and/or removable contamination, including methods and procedures.

6. Confirm 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.

Please add Juan Fontanez Nieves, MD will abide by all constraints, conditions, requirements and commitments of the current license.


Luis Rosado Carrillo, MD


Juan Fontanez Nieves, MD

Attachment: Sales agreement between Luis Rosado, MD and Juan Fontanez, MD

<p>Additional information for David Rhoe, MS</p>	<p>David Rhoe is a Medical/Health Physicist for the facility.</p> <p>a) The RSO will be given complete authority to stop unsafe practices and to implement corrective actions to comply with NRC regulations.</p> <p>b) The owner has assigned a budget for nuclear medicine, which includes the radiation safety program.</p> <p>c) The RSO will visit the facility once each month to review the radiation safety program. The facility will transmit information by telephone, fax or e-mail. These transmissions will be done on as needed basis to maintain oversight of the program and to review records. The RSO will make additional visit to the facility on an as needed basis.</p> <p>d) The Nuclear Medicine Technologist will serve as the point of contact during the RSO absence.</p> <p>e) The RSO is available 24/7 by cellular phone and lives 20 minutes away.</p>
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Contact information

<p>Juan Fontanez Nieves MD</p>	<p>787-407-2799 787-758-8383</p>
<p>David Rhoe</p>	<p>787-245-7248</p>

**NRC AND INTERSOCIETAL ACCREDITATION COMMISSION AFFIDAVIT
OF CHANGE IN OWNERSHIP OPERATIONS**

LUIS A. ROSADO CARRILLO, as a President of Clínica Cardiovascular de Guaynabo and JUAN FONTANEZ NIEVES, as President of Nuclear Scan, PSC, both of legal age, Doctors, first married and second single, both neighbors of Guaynabo, Puerto Rico, under the most solemn oath we DECLARE:

1. That our names and other personal circumstances are those previously expressed.
2. The accredited facility information is the following:

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ill
Clínica Cardiovascular de Guaynabo
[REDACTED]

11 Carazo Street

Guaynabo, P.R. 00969

3. The New Owner information is the following:

Nuclear Scan, PSC
[REDACTED]

P.O. Box 367500

San Juan, PR 00936

Facility: 11 Carazo Street,

Guaynabo, PR 00969

Tel. (787) 642-7489/Fax: (787) 790-1570

**PERSONAL INFORMATION WAS REMOVED
BY NRC. NO COPY OF THIS INFORMATION
WAS RETAINED BY THE NRC.**

4. Clínica Cardiovascular de Guaynabo operated by Luis A. Rosado, M.D. with license number NRC 52-31182-01 transferred that facility as direct sale of actives, including instrumentation equipment of inspection and radioactive sealed to Nuclear Scan, PSC operated by Juan Fontanez, M.D., Nuclear Medicine Specialist. This transaction is effective on 05 day of April 2019.
5. Juan Fontanez, M.D. is an authorized user for 35.100, 35.200 and 35.300.
6. Juan Fontanez, M.D. is currently listed on RC 52-15086-01 and was on 52-2539001.
7. Dr. Roberto Bordewick it's not authorized to be a member of referred facility.
8. Juan Fontanez, M.D. will be responsible of the contracts, conditions, requirements and settlements of the transferor, Luis A. Rosado, M.D., Clínica Cardiovascular de Guaynabo.
9. Juan Fontanez, M.D., Luis A. Rosado, M.D. and Valerie Hernández, Nuclear Medicine Technologist are the only authorized personnel of having facilities keys.
10. This is to confirm that Juan Fontanez, MD will abide by all constraints, conditions, requirements and commitments of the transferor (Luis Rosado, MD of Clínica Cardiovascular de Guaynabo).
11. Luis A. Rosado, MD leases the following the space for the use of Juan Fontanez, MD and Clínica Cardiovascular de Guaynabo attached.
12. Luis A. Rosado, MD authorizes Juan Fontanez, MD and Clínica Cardiovascular de Guaynabo to access the location of use for the purpose of decontamination or removal of licensed material in the event of disharmony between Juan Fontanez, MD and Luis Rosado, MD.

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LEASING CONTRACT

--- In the city of Guaynabo, Puerto Rico, on the first day of the month of March 2019. -----

COMPARED

--- OF THE FIRST PART: SIRIA ROSADO MERCED and LUIS ROSADO CARRILLO, of legal age, married to each other, owners and neighbors of Guaynabo, Puerto Rico. Here in after referred to as "THE LESSOR". -----

--- OF THE SECOND PART: NUCLEAR SCAN, PSC, a corporate service entity created under the laws of the Commonwealth of Puerto Rico, represented by its President, Juan Fontanez Nieves, of legal age, single, doctor of profession and neighbor of Hato Rey, Puerto Rico hereinafter referred to as "THE LESSEE" -----

--- The assurers have the necessary legal capacity for this grant, and in that virtue, freely: -----

EXPOSE

--- FIRST: That the "LESSOR" party owns the property in the full domain described below:

--- Commercial property located at Carazo Street, number Eleven (11), Guaynabo, Puerto Rico. This property consists of (3) commercial premises of which two (2) of these are on the first floor and one (1) on the second floor. -----

--- That "THE LESSOR" has agreed with "THE LESSEE" a lease on the place called Suite A, located on the second level of the commercial building, hereinafter referred to as "THE OFFICE". -----

--- SECOND: That the parties of this contract, have agreed to lease the property described above according to the following: -----

TERMS AND CONDITIONS

--- FIRST: The term of this lease will be until the day, March 31, 2021. -

--- SECOND: That "THE LESSEE" is committed to take care and return in perfect condition "THE OFFICE". -----

--- THIRD: The monthly lease rent agreed between the parties will be for the amount of ~~ONE HUNDRE~~ DOLLARS ~~500.00~~ which this contract has effective date from March 1, 2019 until March 31, 2021. - ---

--- FOURTH: That the fees will be payable monthly in advance on or before the fifteenth day (15) of each month, in the office of "THE LESSOR". -----

--- FIFTH: Within ten (10) days of the date agreed in the fourth paragraph of the Terms and Conditions of this Contract or paid with checks without funds or otherwise returned, will accrue ~~ONE HUNDRE~~ (\$

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one span

of penalty to please "THE LESSOR", regardless of the reason for the delay or return .-----

--- SIXTH: When the term of this contract has ended, it may be renewed by mutual agreement in writing between the parties. That "THE LESSEE" must notify in writing to "THE LESSOR", thirty days prior to the expiration of the contract, of its intention to renegotiate it. This contract WILL NOT RENEW AUTOMATICALLY. If the contract is not renewed, the tactic of renewal will apply and they agree that if the property is not vacated, the term of the contract expires without a new contract having been granted or renewed. -----

--- SEVENTH: That this contract may be canceled by any of the parties mediating a written notification from the party interested in canceling sixty (60) days before the date of cancellation .-----

--- EIGHT: That the parties expressly agree that the monthly rental payments will be due and payable together with their corresponding penalty, during the entire term of this contract, even though "THE LESSEE" is not occupying "THE OFFICE" during the term thereof .-----

--- NINTH: That the breach of any of the clauses or the delay in the payment of one of the monthly fees of the lease, will lead to the termination of this contract, with all the legal effects that this implies, clarifying that the inaction of non-execution of your rights by "THE LESSOR" cannot be understood in any way as a waiver or amendment to the agreements contained herein.-----

--- TENTH: That "THE LESSEE" will be responsible to "THE LESSOR", for any damage that is caused during the lease to "THE PROPERTY" object of this contract and to the electrical equipment and other movable property included, and that is not repaired by "THE LESSEE". In case of storm or natural disaster "THE LESSEE" will take the necessary precautions and notify "THE LESSOR" of any risk of damage as well as any damage caused or caused to the property .-----

--- UNDECIMO: That "THE LESSEE" declares to have received in good state of conservation, painting and cleaning, "THE OFFICE" object of this lease, and is obliged to keep it and return it in the same state in which it is received, except for the normal deterioration occurred during the term of this lease .-----

--- TWELFTH: That all repairs, ordinary and extraordinary necessary for the maintenance of the leased property, will be made by "THE LESSEE", with respect to "THE OFFICE" .-----

--- THIRD THIRD: That "THE LESSEE" will observe at all times a behavior that guarantees the tranquility of other users, prohibiting music, television, as well as any other unnecessary noise, at a volume outside the parameters ordinarily allowed in the community, understanding that those ordinarily allowed are those that do not call for controversy in the community .---

--- FOURTH: That "THE LESSOR", its employees, and / or agents, will not be responsible at any time for robberies, assaults, loss of belongings, suffered by "THE LESSEE", its agents, employees, guests, customer, patients or representatives, in "THE OFFICE" or in the vicinity of the building, during the validity of this lease .-----

--- FIFTEENTH: That "THE LESSOR", its employees, and / or agents will not be liable in any case for damages, caused by accidents that occurred within the leased property, caused by acts or omissions of "LA ARREDATARIA", your guests, authorized or transgressors during the term of the contract, as well as for the use of the property and equipment and furniture installed in them, or for any dangerous condition controlled or controllable by the LESSEE, for which this is relieved "THE LESSOR", as well as its employees, and / or agents, of all and any resulting liability during the term of its possession of the property object of this act .-----

--- EIGHTH: That "THE LESSEE" agrees to inform diligently "THE LESSOR", of any dangerous condition of "THE PROPERTY" that may affect them, as well as their guests and third parties, within a term prudent and reasonable. -----

--- NINETEENTH: That during the term of this contract, "THE LESSEE", will maintain in force a policy of public responsibility, assuring "THE LESSEE" and "THE LESSOR", and its employees, and / or agents as insured additional, where they are protected against any type of claims, claims, injuries or damages suffered by a person or property found in "THE PROPERTY" as a result of the actions omissions and / or negligence of "THE LESSEE", dealers, visitors and other persons under their supervision and / or control, for a sum not less than ONE MILLION DOLLARS (\$ 1,000,000.00). That "THE LESSEE" will immediately notify "THE LESSOR" of the occurrence of an accident insured under the aforementioned insurance policy within the first day. -----

--- VIGECIMO: That "THE LESSEE" cannot under any circumstances, sublet, assign or transfer, in whole or in part, property under the lease, without the prior written consent of "THE LESSOR" .-----

--- FIRST TWENTY: That "THE LESSEE" by its account and charge may carry out in "THE PROPERTY" leased all and any improvements, alterations, or necessary repairs, as long as it obtains the prior consent of "THE LESSOR" and Comply with all applicable laws and regulations. This includes signs and / or any such management. Said improvements shall be considered part of "THE PROPERTY" upon the termination of this contract, without this being obliged "THE LESSOR" to indemnify "THE LESSEE". -----

--- SECOND TWENTY: That the parties express and agree that the parking of the property will be shared by ALL the tenants of "THE PROPERTY", with the exception that for the employees and / or agents of "THE LESSEE", that there are two (2) assigned parking. -----

--- TWENTY-THIRD: That "THE PROPERTY" and "THE OFFICE" leased will be solely and exclusively for the commercial use for which it has been intended .-----

--- TWENTY-FOURTH: That "THE LESSEE" is committed to comply with all sanitary laws, ordinances, rules and orders of the corresponding government agencies that regulate the cleaning, occupation and preservation of "THE PROPERTY". -----

--- TWENTY- FIFTH: That "THE LESSOR" will have the right to periodically inspect "THE OFFICE" with the purpose of checking that all the terms and conditions of this contract are complied with, prior coordination with "THE LESSEE". -----

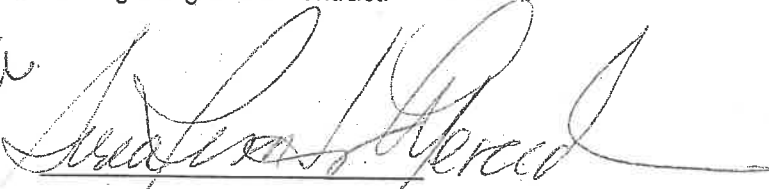
--- TWENTY-SIXTH: That the expenses of water, electricity, gas and other utilities as well as any other public service in "THE PROPERTY" and "THE OFFICE" object of the present contract, will be for the account of "THE LESSEE". -----

--- SEVENTH TWENTY: That this contract of not being renewed, "THE LESSOR" or its agent will have the right to install the usual ads of FOR SALE, or is RENTED in the property object of this contract, and demonstrate the same to prospects Buyers or tenants with prior coordination with "THE LESSEE", sixty (60) days before the termination of this contract .-----

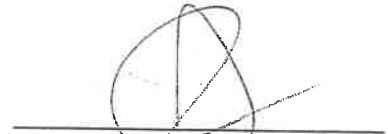
--- TWENTY-EIGHT: That the breach by "THE LESSEE" to any of the clauses of this contract, may be subject to cancellation thereof. That if a Court of Justice and / or any government agency of the Commonwealth of Puerto Rico declares any clause and / or conditions contained herein null and void, the rest of them will remain valid and valid .-----

--- Such is the contract that the parties, in accordance with its content, ratify in it and sign and initial and each and every one of the pages of this document subscribing them on the date and place mentioned at the beginning of this contract.-----

JFW
all
SAM



SIRIA ROSADO MERCED



JUAN FONTANEZ NIEVES



LUIS ROSADO CARRILLO

U.S. NUCLEAR REGULATORY COMMISSION
MATERIALS LICENSE

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 70 and 71, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations, and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

<p>Licensee 1. Clinica Cardiovascular de Guaynabo 2. P.O. Box 965 Guaynabo, PR 00970-0965</p>	<p>In accordance with application dated September 2016 License number: 52-31182-01 is renewed in its entirety to read as follows:</p>	<p>4. Expiration Date: December 31, 2026 5. Docket No.: 030-37326 Reference No.:</p>
<p>6. Byproduct, source, and/or special nuclear material</p>	<p>7. Chemical and/or physical form</p>	<p>8. Maximum amount that licensee may possess at any one time under this license</p>
<p>A. Any byproduct material permitted by 10 CFR 35.100 B. Any byproduct material permitted by 10 CFR 35.200 C. Any byproduct material permitted by 10 CFR 35.300</p>	<p>A. Any byproduct material identified in 10 CFR 35.100 B. Any byproduct material identified in 10 CFR 35.200 C. Any byproduct material identified in 10 CFR 35.300</p>	<p>9. Authorized use A. For use in uptake, dilution and excretion studies permitted by 10 CFR 35.100. B. For use in imaging and localization studies permitted by 10 CFR 35.200. C. For any use permitted by 10 CFR 35.300 for which the patient can be released under the provisions of 10 CFR 35.75.</p>

CONDITIONS

10. Licensed material may be used or stored only at the licensee's facilities located at Calle Carazo #11, Guaynabo, Puerto Rico.



**MATERIALS LICENSE
SUPPLEMENTARY SHEET**

License Number
52-31182-01

Amendment No. 4

Docket or Reference Number
030-37326

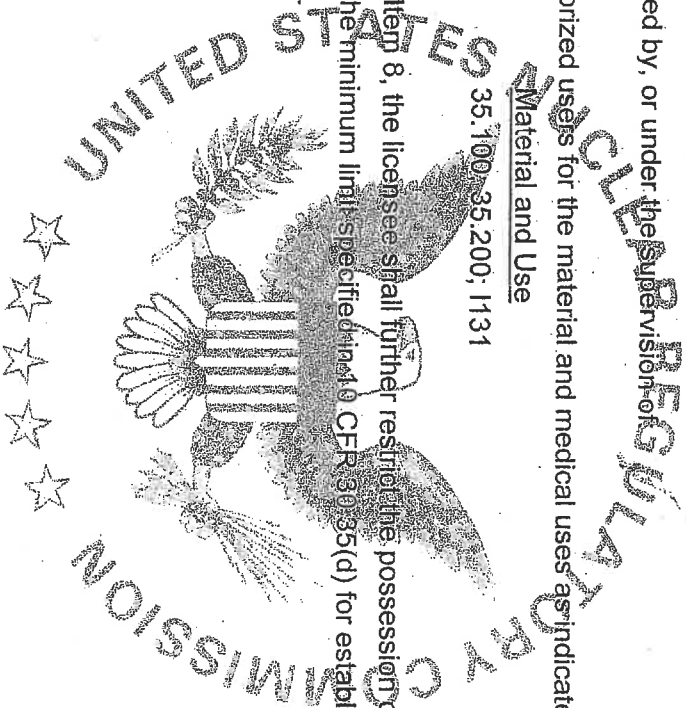
11. The Radiation Safety Officer for this license is David Rhoe, M.S.

12. A. Licensed material shall only be used by, or under the supervision of,
B. The following individuals are authorized users for the material and medical uses as indicated:

Authorized User (M.D., D.O., etc.)
Material and Use

Juan Fontanez Nieves, M.D. 35.100, 35.200, 1131

13. In addition to the possession limits in Item 8, the licensee shall further restrict the possession of licensed material to quantities below the minimum limit specified in 10 CFR 30.35(d) for establishing decommissioning financial assurance.



**MATERIALS LICENSE
SUPPLEMENTARY SHEET**

License Number
52-31 182-01

Docket or Reference Number
030-37326

Amendment No. 4

14. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with the statements, representations, and procedures contained in the documents, including enclosures, listed below. This license condition applies only to those procedures that are required to be submitted in accordance with the regulations. Additionally, this license condition does not limit the licensee's ability to make changes to the radiation protection program as provided for in 10 CFR 35.26. The U.S. Nuclear Regulatory Commission's regulations shall govern unless the statements, representations, and procedures in the licensee's application and correspondence are more restrictive than the regulations.

A. Application dated September 9, 2016 [ML 16286A5001]

B. Letter dated November 29, 2016 [ML 16354A2851]



FOR THE U.S. NUCLEAR REGULATORY COMMISSION

Date: December 19, 2016

By: Robin Elliott
Robin Elliott
Region 1

Nuclear Scan, PSC Organigram

