

January 15, 1987

Region III
Division of Compliance
Regional Licensing Section
799 Roosevelt Road
Glen Ellyn, Illinois 60137

Dear Sirs:

SUBJECT: Amendment to NRC License No. 21-00943-03 to Add Authorized Physicians, Harvey Amoe, Jr., M.D., and John E. Freitas, M.D., and To Add, Use of Group V to Authorization of Robert G. Ause, M.D.

We are requesting an amendment to our NRC License No. 21-00943-03 to allow the physician, Harvey Amoe, Jr., M.D., to use Groups I, II, and III, and in vitro studies. Dr. Amoe was previously on License No. 21-17754-01 for authorization to use Groups I, II, III, and in vitro studies.

We would like to add John E. Freitas, M.D. to our License to use Groups I, II, III, IV and V. Enclosed, is a copy of his curriculum vitae and the certification from the American Board of Nuclear Medicine. He is presently working at Beaumont Hospital in Detroit, Michigan.

We would like to add authorization to use Group V for Robert G. Ause, M.D. Dr. Ause has had extensive experience in using Group V radiopharmaceuticals over the last ten years under the supervision of various physicians in the Nuclear Medicine Department at St. Joseph Mercy Hospital. Dr. Ause's Board Certification is on file with you on License No. 21-00943-03.

If you have any further questions, please feel free to contact me at (313) 572-3597.

Sincerely,

Jeffrey T. Colvin

Jeffrey T. Colvin, M.S.
Radiological Physicist, ABR

Jeffrey Susi

Jeffrey Susi
Administrator, Direct Health Services

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REG3 LIC30
21-00943-03

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Check No. *76079*
Amount *\$150*
Fee Category *7C*
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Enclosure

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Name Nuclear Regulator Commission - Region 3

Address 799 Roosevelt Rd.

City & State Glen Ellyn, IL 60137

DESCRIPTION

AMOUNT

Fee for Medical License
#21-00943-03

\$120.00

\$120.00

\$120.00

Requested By

Approved By

3-10 R 4/85

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MAR 8 1987

INSTRUCTIONS, TERMS AND CONDITIONS

(continued from face side)

6. PACKING SLIPS must be included in all shipments and last copy must state "ORDER COMPLETED."

7. ORDER NUMBER must be shown on each package, packing slip and invoice.

8. INVOICES must be rendered in duplicate not later than the day following shipment. Attach bill of lading or express receipt to each invoice.

9. EXTRA CHARGES

No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.

10. PAYMENT

It is understood that the cash discount period will date from the receipt of the goods or from the date of the invoice, whichever is later. C.O.D. shipments will not be accepted. Drafts will not be honored.

11. QUANTITIES

The specific quantity ordered must be delivered in full and not be changed without Buyer's consent in writing. Any unauthorized quantity is subject to rejection and return at Seller's expense.

12. PRICE

If price is not stated in this order, it is agreed that the goods shall be billed at this price last quoted, or billed at the prevailing market price, whichever is lower.

13. APPLICABLE LAWS

Seller represents that the merchandise covered by this order was not manufactured and is not being sold or priced in violation of any federal, state or local statute, rule or regulation.

14. ELLIOTT LARSEN CIVIL RIGHTS ACT

Seller agrees that goods shipped to Buyer shall not unlawfully discriminate against an employee or an applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment as required by P.A. 453 of 1976, as amended, or MCL 37.2101 et. seq. Breach of this covenant may be regarded as a material breach of the contract and a cause for termination thereof.

15. WARRANTY SPECIFICATIONS

Seller expressly warrants that all the materials and articles covered by this order or other description or specification furnished by Buyer will be in exact accordance with such order, description or specification and free from defects in material and workmanship and merchantable. Such warranty shall survive delivery, and shall not be deemed waived either by reason of Buyer's acceptance of said materials or articles or by payment for them. Any deviations from this order or specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by Buyer's Purchasing Department.

16. CANCELLATION

Buyer reserves the right to cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified, time being of the essence of this Contract, or if Seller breaches any of the terms hereof including, without limitation, the warranties of Seller.

17. INSPECTION AND ACCEPTANCE

All goods shall be received subject to Buyer's right of inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instruction at Seller's risk and if Seller so directs, will be returned at Seller's expense. If inspection discloses that part of the goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller.

18. PATENTS

Seller warrants the material purchased hereunder does not infringe any letters patent granted by the United States and covenants and agrees to save harmless and protect Buyer, its successors, assigns, customers and users of its product, against any claim or demand based upon such infringement, and after notice, to appear and defend at its own expense any suits at law or in equity arising therefrom.

19. INTERPRETATION OF CONTRACT AND ASSIGNMENTS

This contract shall be construed according to the laws of the State of Michigan.

This contract may not be assigned by Seller without Buyer's written consent.

20. OMNIBUS RECONCILIATION ACT

Seller agrees to conform to section 1561 (N) (1) of the Social Security Act as amended by section 952 of the Omnibus Reconciliation Act of 1990.

21. EQUIPMENT ORDERS

All orders for equipment shall be provided with complete instruction and two copies of maintenance manuals which will include: operating, testing, and maintenance instructions, complete with spare parts listings, wiring, diagrams, and schematics, as applicable. The equipment shall pass all specification tests as advertised by the manufacturer of the equipment. All such tests will be conducted in the facilities of St. Joseph Mercy Hospital under the direct supervision of the Director of Engineering.