

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_  
 3/5/2012

**ESTIMATE WORK SHEET**

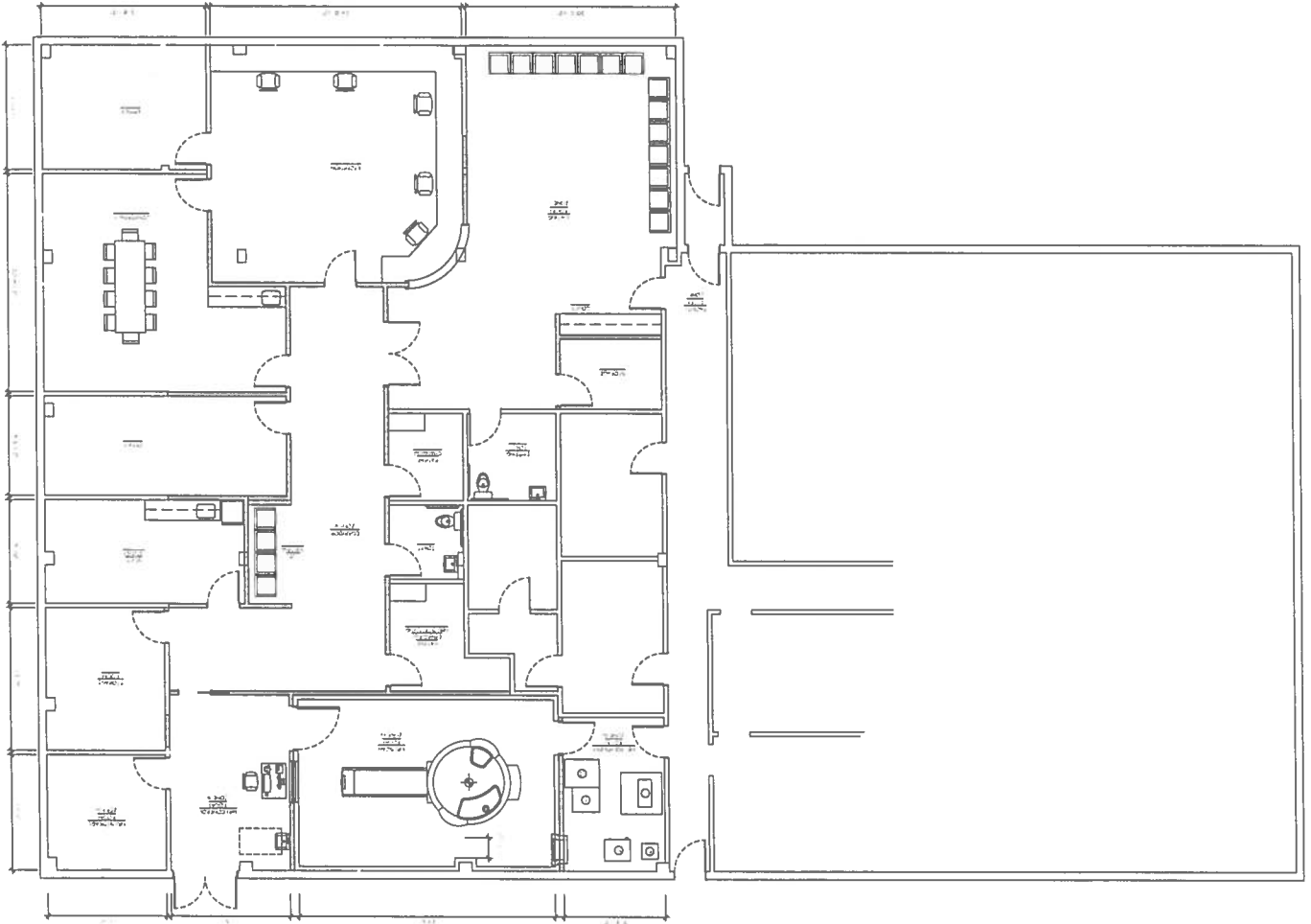
Cost Code	Description	Quantity	Units	Unit \$	Unit Total	Total
	Renovation / Demo	1		150,000.00	150,000.00	150,000.00
	Site work	1	ls	31,755.00	31,755.00	31,755.00
	Materials	1		170,665.00	170,665.00	170,665.00
	Design / Bidding Contingency	1	ls	33,000.00	33,000.00	33,000.00
	Construction Contingency	1		42,500.00	42,500.00	42,500.00
	Construction Manager Fee	1		50,880.00	50,880.00	50,880.00
	Furnishings & Fixtures					
	Architectural Fees	1		15,000.00	15,000.00	15,000.00
	Admin expenses & Permits	1		65,000.00	65,000.00	65,000.00

**\$558,800**

\$	558,800	\$	558,800
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**Vermont Open MRI, LLC/GMCM Docket No.  
 014-19con Exhibit 1**

SK-3  
10-2-19



**Vermont Open MRI, LLC**

**HHAC Quotation for:**

**Vermont Open MRI, LLC**

620 Hinesburg Rd  
S Burlington, VT 05403

This quotation constitutes Hitachi Healthcare Americas Corporation's offer to sell products described herein. By signing below, the Purchaser unconditionally accepts Hitachi Healthcare Americas Corporation's offer, including all of the terms and conditions of the sale contained herein.

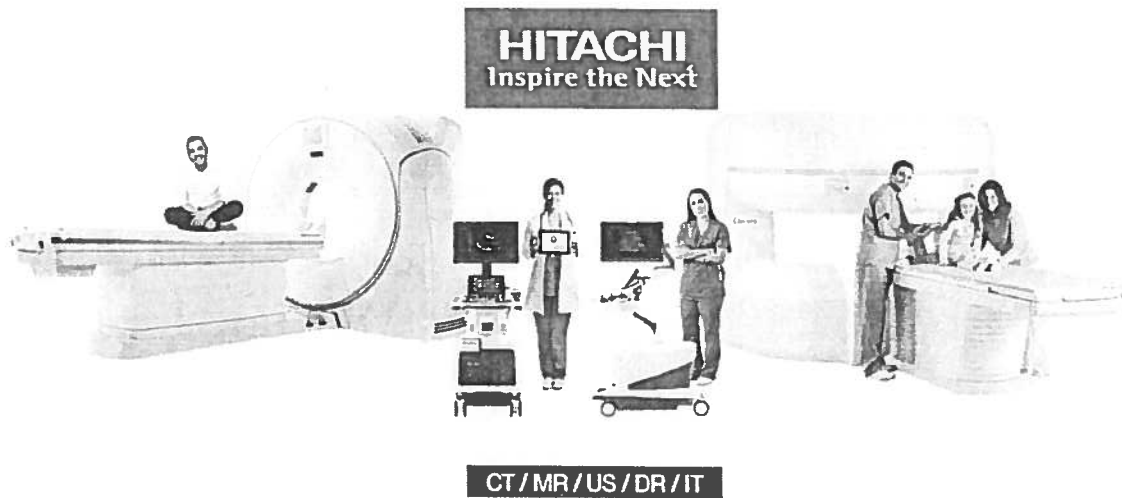
**This agreement shall not bind Hitachi Healthcare Americas Corporation until it has been countersigned by an authorized representative in its corporate offices in Twinsburg, Ohio.**

**Ship To Address:**

**Vermont Open MRI, LLC**

620 Hinesburg Rd  
S Burlington, VT 05403

Quotation Valid: 184  
Expiration Date: 1/23/2020  
Account Executive: Jamison Quist  
Phone Number: (330) 425-1313 x2972  
Email Address: QuistJ@hitachihealthcare.com



**CT / MR / US / DR / IT**

**Customer Acceptance**

**Hitachi Healthcare Americas Corporation**

Signature: _____	Submitted by: _____ Date _____
Print Name: _____	Accepted by: _____ Date _____
Print Title: _____	
Date: _____	

**NON-DISCLOSURE STATEMENT:** The CONTENTS OF THIS QUOTATION SHALL NOT BE DISCLOSED TO ANYONE EXCEPT TO EMPLOYEES OF CUSTOMER WITH A LEGITIMATE NEED TO KNOW SUCH INFORMATION WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF HHAC.

**Vermont Open MRI, LLC**

**System**

Quantity	Item	Part Number	Description	List Price	Unit Price	Extended Unit Price
1	866031	OASISXP	OASIS XP 1.2T Open MRI System	3,100,000.00	1,176,500.00	1,176,500.00

Oasis 1.2T MRI system sets a high standard for patient-centric care. A unique achievement in high-performance imaging, the Oasis truly open architecture features advanced magnet design, Zenith RF Technology and robust clinical capabilities to achieve high throughput diagnostic performance.

With an unobstructed viewing angle and the industry's most accommodating patient table, no other MRI system enables you to capture and retain as broad of a patient demographic as Oasis. Even the most challenging patients can be handled with confidence, without compromising on safety, performance, or efficiency.

**Included Items**

Quantity	Item	Part Number	Description	List Price	Unit Price	Extended Unit Price
1	626995	626995	Haskris Chiller OPC12- Oasis	50,000.00		Included
1	206237	1.2-AUTOSTEP.PL	OASIS Auto Table Step Software	22,000.00		Included
OASIS Automatic Table Step: Enables user program of table increment for multi-stage imaging. Complete spine studies are programmable and can be executed from the operator console.						
1	454049	454049	OASIS Phase Contrast MRA	10,635.00		Included
OASIS PHASE CONTRAST MRA						
1	540354	540354	isoFSE, 3D Isotropic FSE Oasis	22,500.00		Included
isoFSE-XP: 3D volume T2 isotropic fast spin echo with variable refocusing flip angle technique. Isotropic voxel allows a user to acquire an image in one plane and create high quality images of other planes through Multi-Planar Reformatting (MPR).						
1	636620	1.2-WORKFLOW.PL	Workflow Plus (IHE SWF-PIR)	24,000.00		Included
OASIS WORKFLOW PLUS: interoperability suite enhances productivity by promoting seamless integration of Oasis with a DICOM compliant HIS/RIS. Workflow Plus gives Oasis IHE Scheduled Workflow/Patient Information Reconciliation profile support, enabling study status flagging to and query of a patient worklist from the HIS/RIS. Data entry errors are thus minimized, promoting operational efficiency.						
WORKFLOW PLUS™ adds the following DICOM Service Classes:						
<input type="checkbox"/> Modality Worklist Management (MWL) - Support of this service class enables the MR system to access scheduled patient information from a DICOM 3.0 compliant hospital or radiology information system, potentially enhancing patient throughput and reducing data entry errors						
<input type="checkbox"/> Performed Procedure Step - Works in concert with Modality Worklist Management to update study status from the MR system to the hospital or radiology information system (HIS/RIS)						
1	552147	552147	OASIS Rigging Allowance	15,000.00		Included
A rigging allowance for reasonable and customary rigging costs (not to exceed the quoted List Price) is included. Provided no monies are then due and owing to HHA, upon receipt by HHA of the final system payment, HHA will promptly pay the rigging invoice on behalf of the customer, up to the List Price quoted. (Note: construction and shoring costs associated with providing a clear rigging path are the responsibility of the customer)						
1	694991	694991	OASIS Shipping and Insurance	20,000.00		Included

**Service and Warranty**

Quantity	Item	Part Number	Description	List Price	Unit Price	Extended Unit Price
1	920014	920014	OASIS Installation			Included
1	420111	420111	Uptime Guarantee- 99%			Included

Hitachi guarantees 99% uptime on the operation of your system. For every quarter covered by your warranty or SMA that you're down more than 2% of the time, you'll received an additional month of service free of charge

**Vermont Open MRI, LLC**

1	395584	395584	Chiller Warranty (Term to match total system warranty)		Included
12	774671	774671	Months of OASIS Standard Warranty	11,500.00	Included

Standard Warranty – Warranty price includes system warranty (number of months indicated in Quantity column of Price Page), including Preventative Maintenance and all parts and labor (excludes labor for chiller located outside the U.S. and Puerto Rico and third-party items such as printer, injector, etc). PMs will be performed at manufacturer recommended intervals. The HHAC warranty will begin upon the completion of installation. During the warranty period, HHAC service coverage hours will be 8:00 a.m. to 9:00 p.m., Monday through Friday. Preventative Maintenance can be scheduled during these hours allowing completion by 9:00 p.m.

**Payment Terms:**

**Total Amount: \$1,176,500.00**

- a. Hospital PO or \$50,000 deposit is due with signed order
- b. 80% is due after delivery upon invoice. Net 45 Days.
- c. 20% is due upon acceptance. Net 45 Days.
- d. Vizient Contract #XR0392

## QUOTE TERMS AND CONDITIONS

1. Refer to Sales Terms and Conditions section in the Specifications portion of the quotation for complete terms and conditions.
2. Customer is responsible for providing all site preparation necessary for installation and operation of the equipment.
3. While HHAC will use its best effort to deliver all purchased options with the system, Purchaser agrees that availability, or lack thereof, of a specific option will not hold up acceptance or any progress payments on the remainder of the system.
4. The customer is responsible for its compliance with any applicable local or state laws and regulations that may be applicable to the purchase and/or installation of the equipment quoted herein.
5. The price as quoted is only valid if the attached Service Maintenance Agreement is signed at the time of equipment purchase. See SMA for coverage period after any applicable system warranty expires. The Service Maintenance Agreement attached includes Point of Sale discounts applicable if it is signed at the time of equipment purchase.
6. Credit card payments over \$25K are subject to 3% processing fee.
7. This contract shall be governed by the laws of the State of Ohio, without application of its conflict of laws provision. The customer and Hitachi Healthcare Americas Corporation agree to submit to the jurisdiction of the state or federal courts located in Ohio for any suits involving this agreement: with such jurisdiction and venue being exclusive.

## TERMS AND CONDITIONS OF SALE

1. **TERMS AND CONDITIONS OF CONTRACT.** This contract for sale of goods by Hitachi Healthcare Americas Corporation shall be only upon the terms stated herein. Any additional or different terms proposed by the Customer (whether in any purchase order, acknowledgment or other document now or hereafter submitted by the Customer) are hereby rejected and will be of no effect upon Hitachi Healthcare Americas Corporation unless expressly agreed to in writing by an authorized representative at Hitachi Healthcare Americas Corporation executive offices in Twinsburg, Ohio.
2. **ENTIRE AGREEMENT; MODIFICATION.** This contract constitutes the entire and only agreement between Hitachi Healthcare Americas Corporation and the Customer concerning the subject matter covered herein. No modification of this contract shall be binding on Hitachi Healthcare Americas Corporation unless agreed to in writing by an authorized representative at Hitachi Healthcare Americas Corporation executive offices in Twinsburg, Ohio.
3. **TAXES.** Prices do not include applicable sales, excise, use or other taxes, duties or fees now in effect or hereinafter levied which Hitachi Healthcare Americas Corporation may be required to pay or collect in connection with the sale of goods to the customer, whether or not expressly set forth herein or in any quotation furnished with respect to the goods; all such taxes, duties and fees shall be the obligation of the Customer who shall promptly pay the same to Hitachi Healthcare Americas Corporation upon request.
4. **PAYMENT.** Each invoice for goods shipped shall be paid net 30 days from the date of invoice, unless otherwise specified. Hitachi Healthcare Americas Corporation reserves the right to change the terms of payment or to require payment prior to delivery if, in Hitachi Healthcare Americas Corporation's opinion, the Customer's financial condition, the Customer's failure to pay Hitachi Healthcare Americas Corporation for other orders, or other circumstances so warrant. Overdue payments shall be charged at the rate of 18% per annum or the maximum permitted by applicable law, whichever is less. If Hitachi Healthcare Americas Corporation retains a collection agency or attorney to collect overdue payments, all collection costs, including attorney's fees, shall be payable by the Customer. Furthermore, the Customer's failure to pay Hitachi Healthcare Americas Corporation for goods sold hereunder shall entitle Hitachi Healthcare Americas Corporation without prior notice to the Customer, to withhold service on such goods.
5. **SECURITY INTEREST.** The customer hereby grants to Hitachi Healthcare Americas Corporation a purchase money security interest in and the right to possession of the goods upon the Customer's default in payment thereof until all payments hereunder have been made in full. Customer authorizes Hitachi Healthcare Americas Corporation to execute and/or file any documents necessary for Hitachi Healthcare Americas Corporation to perfect such security interest. If the Customer fails to pay any amount when due hereunder, Hitachi Healthcare Americas Corporation may, without limitation, and without prior notice to the Customer, peaceably enter any premises in which the goods may be found and render inoperable or remove the same. Neither the foregoing nor any provision of paragraph 5 shall constitute an election of remedies on the part of Hitachi Healthcare Americas Corporation.
6. **DELIVERY.** Unless otherwise specified, goods shall be delivered to the Customer F.O.B. Hitachi Healthcare Americas Corporation facilities at Twinsburg, Ohio. Title to and risk of loss of any goods shall pass to the Customer on delivery. Delivery of the goods to a common carrier will be deemed a satisfactory delivery by Hitachi Healthcare Americas Corporation to the customer. All shipping cost including insurance shall be for the account of and paid by the Customer. In connection with delivery of the goods, the Customer may designate in writing not less than ten (10) days prior to the shipment date the carrier for shipment and the amount of insurance and the nature of coverage. If the Customer fails to so designate any or all such items, Hitachi Healthcare Americas Corporation will, on behalf of and for the benefit of the Customer, insure to full value the goods shipped or declare full value thereof at the time of delivery to the common carrier selected by Hitachi Healthcare Americas Corporation. In any case, Hitachi Healthcare Americas Corporation will select, at its discretion, the types and amount of packaging and the carrier of any insurance. In the event of loss or damage of any of the goods during shipment, the Customer should make claim against the carrier. Hitachi Healthcare Americas Corporation shall have the right to make shipments and/or deliveries in separate lots and each such shipment or delivery shall constitute a distinct and separate contract.
7. **INSPECTION.** The Customer shall promptly inspect the goods upon receipt. The Customer will be deemed to have accepted the goods if the Customer fails to give written notice of rejection of the items shipped with a statement as to the deficiencies with the item within 10 days of receipt of goods.
8. **DELAY.** Hitachi Healthcare Americas Corporation shall be excused from any delay or failure in performance of this contract due to acts of God, perils of the sea, fire, flood, epidemic, war, civil disorder, government acts or restrictions, accidents, plant conditions, strikes, labor difficulties, failure or delay in transportation, shortages of fuel, energy, labor or materials, failure of Hitachi Healthcare Americas Corporation's supplier(s) to perform its contract(s) with Hitachi Healthcare Americas Corporation or any other causes beyond Hitachi Healthcare Americas Corporation's reasonable control affecting production, transportation or delivery of the goods.

**Vermont Open MRI, LLC**

- 9. WARRANTY; LIMITATION OF CONTRACT REMEDIES.** Hitachi Healthcare Americas Corporation warrants that the goods, at the time of delivery to the Customer, shall be free from defects in material and workmanship. This warranty is conditioned upon the Customer giving Hitachi Healthcare Americas Corporation written notice of any defect within the warranty period of delivery of the goods, provided, however, such notice must be given within 90 days of delivery in the case of static transducers and software, and within 30 days of delivery in the case of spare parts. EXCEPT AS EXPRESSLY STATED HEREIN HITACHI HEALTHCARE AMERICAS CORPORATION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND TRADE, OR SAMPLES PREVIOUSLY SUPPLIED. Hitachi Healthcare Americas Corporation obligation and liability under this warranty are limited solely, at Hitachi Healthcare Americas Corporation's option, to: (a) repair or replacement of defective goods or (b) repayment of or reduction in a reasonable portion of the defective goods purchase price. Hitachi Healthcare Americas Corporation shall not be liable to the Customer for any special, indirect, incidental or consequential damages, or for any lost profits resulting from breach of warranty or any other provision of this contract, or for any liability of the customer to any third party. In no event will any claim against or recovery from Hitachi Healthcare Americas Corporation be greater in amount than the purchase price of the goods with respect to which such claim or recovery is made. Hitachi Healthcare Americas Corporation warranties and obligations hereunder shall terminate without notice to the Customer if the goods are subject to misuse, improper application or alteration or are repaired by other than a Hitachi Healthcare Americas Corporation authorized service representative.
- 10. RETURN.** No part of the goods purchased are to be returned to Hitachi Healthcare Americas Corporation unless prior authorization in writing has been secured from an authorized representative of Hitachi Healthcare Americas Corporation's executive offices at Twinsburg, Ohio. All returned goods are subject to a restocking fee. Customer is responsible for all shipping charges and the goods returned shall be shipped F.O.B. Hitachi Healthcare Americas Corporation facilities at Twinsburg, Ohio.
- 11. ASSIGNMENT.** No assignment of rights or delegation of duties under this contract shall be binding upon Hitachi Healthcare Americas Corporation without its written consent executed by an authorized representative at Hitachi Healthcare Americas Corporation's executive offices in Twinsburg, Ohio.
- 12. CHANGES IN GOODS.** Hitachi Healthcare Americas Corporation may change the construction or design of the goods without notice to the Customer so long as the function and performance of the goods are not thereby substantially altered.
- 13. UPGRADES.** Unless otherwise specified in writing, the price of all upgrades assumes the return or replaced components to Hitachi Healthcare Americas Corporation in exchange for the upgrade components supplied by Hitachi Healthcare Americas Corporation.
- 14. EXPORT RESTRICTION.** Purchaser represents and warrants that Purchaser shall not use any Products, software and/or technology relating thereto provided by Hitachi Healthcare Americas Corporation under this agreement and any other products, software and/or technology manufactured or developed using products, software and/or technology (hereinafter called, "PRODUCTS") for the purposes of disturbing international peace and security, including (i) the design, development, production, stockpiling or any use of weapons of mass destruction such as nuclear, chemical or biological weapons or missiles, (ii) other military activities, or (iii) any use supporting these activities.

Purchaser also represents and warrants that Purchaser shall not sell, export, dispose of, license, rent, transfer, disclose or otherwise provide the PRODUCTS to any third party, whether directly or indirectly, with knowledge or reason to know that the third party or any other party will engage in the activities described above. Purchaser shall obtain these same representations and warranties from any third party to whom Purchaser sells, exports, disposes of, licenses, rents, transfers, discloses or otherwise provides the PRODUCTS.

Furthermore, Purchaser shall not directly or indirectly, export, re-export tranship or otherwise transfer the PRODUCTS in violation of any applicable export control laws and regulations promulgated and administered by the governments of the countries asserting jurisdiction over the parties or transactions.

"Provisions of 38USC 2012, the Vietnam Era Veterans Readjustment Assistant Act of 1974, provisions of Section 503 of the Rehabilitation Act of 1973 and provisions of Section 202 of Executive Order 11246, as amended are herein included by reference."