PARTICIPATING ADDENDUM FOR
STATEWIDE HEARING AID PURCHASING PROGRAM

This Participating Addendum is made as of the 1st day of September, 2011, by and between MicroTech (Contractor), whose address is 6425 Flying Cloud Drive, Eden Prairie, MN 55344, and the State of Maine (State), Department of Administrative and Financial Services (DAFS), Bureau of General Services (BGS), Division of Purchases (Division) whose address is 111 Sewall Street, Burton Cross Building, 4th Floor, 9 State House Station, Augusta, Maine 04333-0009;

WHEREAS, the State of Minnesota Cooperative Purchasing Venture (MNCPV) awarded contracts for the purchase of Hearing Aids, pursuant to Contract Release H-59(5), dated August 5, 2011, in accordance with its laws and statutes governing competitive and negotiated procurements;

WHEREAS, the State of Maine is a member of the MNCPV and therefore may participate under the organization's contractual arrangements;

WHEREAS, the Director of the Division of Purchases has determined that it is in the best interest of the State of Maine to enter into a Participating Addendum with MicroTech for the purchase of Hearing Aids, thereby participating under MNCPV Contract Release H-59(5), dated August 5, 2011, Contract Number 29803;

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship; and

WHEREAS, the Riders listed below (provided as Appendix 1) are incorporated into this Participating Addendum, and the terms and conditions contained within Riders B, C, and G take precedence in the event of a conflict or inconsistency with the terms and conditions of MNCPV contract release H-59(5):

Rider A – Specifications of Work to be Performed (MNCPV Contract Release H-59(5), Contract Number 29803)
Rider B – Standard Terms and Conditions
Rider C – Exceptions to Rider B (if any)
Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

NOW THEREFORE, for good and valuable consideration, the parties to this Participating Addendum hereby agree as follows:

1. Term:

The term of this Participating Addendum shall be effective from a start date of September 1, 2011 through August 31, 2012, unless earlier terminated. The State of Maine reserves the right, at its sole discretion, to extend this Participating Addendum under the same terms and conditions as MNCPV Contract Release H-59(5), Contract Number 29803. The extension periods, if exercised, are defined as follows:

Extension Period 1: September 1, 2012 through August 31, 2013
Extension Period 2: September 1, 2013 through August 31, 2014
Extension Period 3: September 1, 2014 through August 31, 2015

Extension Period 4: September 1, 2015 through August 31, 2016

2. Scope of Services:

The Contractor shall provide to the State of Maine and its Cooperative Purchasing Partners (to include, but not limited to, participating public entities, municipalities, and educational institutions within the State of Maine) the supply and delivery of Hearing Aids governed by the terms and conditions therein set forth under MNCPV Contract Release H-59(5), Contract Number 29803, which is incorporated herein (under Rider A of Appendix 1), and the terms and conditions specifically set forth in this Participating Addendum. Furthermore, the Contractor accepts the State of Maine's standard terms and conditions, as set forth in Appendix 1.

3. Contract Pricing:

Pricing under this Participating Addendum shall be equivalent to the pricing provided by the Contractor under MNCPV Contract Release H-59(5), Contract Number 29803. An item-by-item list of unit pricing is provided herewith under Rider A.

4. Primary Contacts:

The primary State contact for this Participating Addendum is as follows:

Name: Kevin Scheirer
Participating Entity Name: State of Maine, Division of Purchases
Address: 111 Sewall Street, 9 State House Station, Augusta, ME 04333-0009
Telephone: 207-624-7349
E-mail: Kevin.Scheirer@maine.gov

The primary Contractor contact for this Participating Addendum is as follows:

Name: Josh Fieldman
Contractor: MicroTech
Address: 6425 Flying Cloud Drive, Eden Prairie, MN 55344
Telephone: 952.915.6219/ 800.745.4327 x6219
Fax: 952.947.4688
E-mail: josh_fieldman@microtechhearing.com

5. Miscellaneous:

a. As a point of clarification, the State of Maine's ordering and payment process will differ -- at the sole discretion of the State of Maine -- from the "Agency Ordering Instructions" specified within MNCPV Contract Release H-59(5), dated August 5, 2011. Rather than requiring the Contractor to only accept orders from, ship to, and send invoices to audiologists and/or hearing instrument dispensers, the employees from user agencies within the government of the State of Maine will **also** place orders, receive and pay invoices, and direct shipments to specific audiologists and/or hearing instrument dispensers. Both forms of ordering may occur at any given time during the Participating Addendum's term. The State of Maine may also choose to pay for hearing aids under this Participating Addendum through the use of State Procurement Cards.
b. As a point of clarification, all items that are priced within the Contractor's pricing sheet, found in Rider A, shall be included within the State of Maine's Statewide Hearing Aid Purchasing Program.
c. Any requests for special orders or items not falling within any of the pricing terms of this contract shall not be provided or sold to the State of Mane by the Contractor, unless the Contractor is specifically authorized to do so by the State of Maine's Division of Purchases.
d. This Participating Addendum and any and all litigation arising there from or related thereto shall be brought in State court in the State of Maine and governed by the applicable laws, regulations and rules of evidence of the State of Maine without reference to conflict of laws principles.
e. All publicity and/or public announcements pertaining to this Participating Addendum shall be

approved by the State of Maine prior to release.

f. This Participating Addendum and its appendices, together with its exhibits, attachments, amendments, changes, and modifications (if any) set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. As noted above, the State of Maine's terms and conditions contained within this Participating Addendum's Appendix 1, Rider B, C, and G, shall take precedence in the event of a conflict or inconsistency with the terms and conditions of MNCPV Contract Release H-59(5), Contract Number 29803 and its exhibits, appendices, changes, and attachments (if any). In addition to the preceding sentence, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum shall not be added to or incorporated into this Participating Addendum by any subsequent Delivery Order or Purchase Order, and any such attempts to add or incorporate such terms and conditions are hereby rejected.

g. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of the State of Maine Division of Purchases and the Contractor.

h. Under no circumstances whatsoever shall the Contractor provide, sell, or otherwise distribute to a third party any identifying information (including but not limited to names, phone numbers, email addresses, physical addresses, and/or any information relating to State of Maine Procurement Cards) for employees of the State of Maine gained through this Participating Addendum and the subsequent Statewide Hearing Aid Purchasing Program.

i. To the extent that the State of Maine Standard Terms and Conditions (contained with Appendix 1, Riders B, C, and G) conflict with any of the foregoing, the State of Maine's Standard Terms and Conditions shall take precedence. To the extent that the foregoing is applicable, the words "the State of Maine" shall be substituted for the words "the State of Minnesota" or "Minnesota."

IN WITNESS WHEREOF, authorized representatives of MicroTech and the State of Maine have executed this Participating Addendum to be effective the day and year first written above.

State of Maine
Department of Administrative
and Financial Services
Bureau of General Services
Division of Purchases

Name: Michael A. Wenzel
Title: Acting Director
Date: 8/31/11

MicroTech

Name: Josh Fieldman
Title: National Sales Manager
Date: 8-23-2011

UNENCUMBERED
AUG 3 1 2011
NO FUNDS RESERVED FOR THIS CONTRACT

Master Agreement #	MA - 18P- 10090100000000000050
Vendor Customer #	VC0000158694

Michael Allen Wenzel

AUG 3 1 2011

Appendix 1 – State of Maine Agreement to Purchase Services (BP-54) Riders A, B, C, and G

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

[*Rider A consists of Minnesota Cooperative Purchasing Venture (MNCPV) Contract Release H-59(5), dated August 9, 2011, and the pricing sheets associated with Contract Number 29803, and all exhibits, appendices, attachments, amendments, changes, and modifications (if any). Copies are provided at the end of this document.*]

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** $0.00 (zero dollars) (Unencumbered, State Agencies will use on an as-needed basis.)

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows: invoicing and payment will be made on an individual order basis, and the Contractor shall invoice each State agency or department according to its individual purchase of hearing aids. Invoices shall not be directed solely to the Division of Purchases nor the Department of Administrative and Financial Services unless the invoices pertain to orders placed by the Division or the Department under this contract.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. State agencies and departments will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name:	Kevin M. Scheirer
Title:	Acting Director of Special Projects, Division of Purchases
Address:	111 Sewall Street, 9 State House Station, Augusta, ME 04333-0009

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of $50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO PUBLIC RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or

disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike

or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

None.

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: MN**
☐ **Other. Please identify country: _____**

Notification of Changes to the Information
The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

2011 AUG 24 A 10:33
STATE OF MAINE
DIVISION OF PURCHASE

Admin Minnesota

Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: H-59(5)

DATE: AUGUST 5, 2011

PRODUCT/SERVICE: HEARING AIDS: VOLUME PURCHASE HEARING AID PROGRAM

CONTRACT PERIOD: SEPTEMBER 1, 2011, THROUGH AUGUST 31, 2012

EXTENSION OPTIONS: UP TO 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST: SUSIE KIVI

PHONE: 651.201.2447 **E-MAIL:** susie.kivi@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
MICRO EAR TECHNOLOGY 6425 Flying Cloud Drive Eden Prairie, MN 55344	00000000000000000000029803	NET 30	AS REQUIRED
VENDOR NO.: 0000258224	**CONTACT:** Josh Fieldman **E-MAIL:** josh_fieldman@microtechhearing.com	**PHONE:** 952.915.6219 800.745.4327 x6219 **FAX:** 952.947.4688	
OTICON, INC. 29 Schoolhouse Road Somerset, NJ 08875	00000000000000000000029809	NET 30	AS REQUIRED
VENDOR NO.: 0000205171	**CONTACT:** Barbara Kania **E-MAIL:** bck@oticonusa.com	**PHONE:** 800.526.3921 **FAX:** 732.560.0029	
PHONAK LLC 4520 Weaver Parkway Warrenville, IL 60555	00000000000000000000029819	NET 30	AS REQUIRED
VENDOR NO.: 0000211365	**CONTACT:** Denver Davis **E-MAIL:** orders@phonak.com	**PHONE:** 800.777.7333 **FAX:** 630.393.7400	
SIEMENS HEARING INSTRUMENTS, INC. 10 Constitution Avenue Piscataway, NJ 08855-1397	00000000000000000000029824	NET 30	AS REQUIRED
VENDOR NO.: 0000203977	**CONTACT:** Jason Blusewicz David Green **E-MAIL:** midwest-shi.healthcare@siemens.com	**PHONE:** 732.562.6600 **FAX:** 732.562.6683	

STARKEY LABORATORIES, INC. 6700 Washington Avenue S. Eden Prairie, MN 55344	00000000000000000000029827	NET 30	AS REQUIRED
VENDOR NO.: 0000197443	**CONTACT:** Eric Stevens **E-MAIL:** eric_stevens@starkey.com	**PHONE:** **FAX:**	952.941.6401 x2855 800.328.8602 x2855 952.947.4701
UNITRON HEARING, INC. 14755 – 27TH Avenue N. Plymouth, MN 55447	00000000000000000000029828	NET 30	AS REQUIRED
VENDOR NO.: 0000209807	**CONTACT:** Jillian Wieser **E-MAIL:** jillian.wieser@unitron.com	**PHONE:** **FAX:**	800.888.8882 x3444 800.507.2936
WIDEX USA INC. 35-53 24TH Street Long Island City, NY 11106	00000000000000000000029830	NET 30	AS REQUIRED
VENDOR NO.: 0000343865	**CONTACT:** Mary Johnson Browne **E-MAIL:** mjohnsonbrowne@widexusa.com	**PHONE:** **FAX:**	718.392.6020 800.221.0188 718.482.1884

CONTRACT USERS. This Contract is available to State agencies and to members of the State's Cooperative Purchasing Venture (CPV) program at the same prices, terms, and conditions.

COOPERATIVE PURCHASING VENTURE MEMBERS. This contract is available for use by CPV members. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to CPVs, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the Contract Feedback Form.

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist listed above. [OR: State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.] We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your agency, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the Contract Feedback Form.

AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

PRICES. Prices are firm through the first year. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. Any price increase proposed for the Contract extension must be submitted in writing for approval to the AMS listed for the State of Minneosta 60 days prior to the intended increase. Acceptance of any price increase will be based on the documentation provided to justify the increase. Price increases must be approved and will not be effective until a Contract amendment has been fully executed.

All price decreases must be passed on to the State immediately.

FREIGHT/SHIPPING TERMS. All products must be shipped FOB Destination, freight prepaid and allowed.

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of the Contract is to provide a source for hearing aids to the Department of Human Services, other State agencies, Cooperative Purchasing Venture (CPV) members or other participating states.

SCOPE OF WORK.

DEFINITIONS:

Acquisition Management Specialist (AMS) – Refers to the Department of Administration, Materials Management Division, Contract Specialist.

State - This refers to the State of Minnesota, the Materials Management Division or other participating states – current or future.

State's Authorized Representative (SAR) – Refers to the AMS or the participant's employee – Minnesota, Wisconsin, Michigan, Maine or other participating states.

Volume Hearing Aid Purchasing Program – any equipment and services contracted with a Responder as a result of the solicitation.

Contract Vendor – the manufacturer or authorized distributor, who is awarded a Contract as a result of the solicitation.

Hearing Aid – a monaural hearing aid, a set of binaural hearing aids, or other device worn by the recipient to improve his/her access to and use of auditory information.

Recipient – the end user who has been approved to receive the hearing aid.

Audiologist – a qualified health care professional who engages in the practice of audiology.

Hearing Instrument Dispenser – a qualified, hearing aid dispenser who is not also an audiologist, engaged in the business of selling and dispensing hearing aids.

CONTRACT EQUIPMENT.

The types of hearing aid equipment that are included on the Contract are:
1. On-the-Body Style
2. Behind-the-Ear (BTE)
3. In-the-Ear (ITE)
4. Personal Frequency Modulation (FM) Systems using either cables or wireless connectivity

The types of circuitry that will be used are:
1. Analog
2. Programmable
3. Digital

The hearing aid ranges shall be:
1. Mild hearing loss -- 26-45 dB
2. Moderate hearing loss -- 46-65 dB
3. Severe hearing loss -- 66-85 dB
4. Profound hearing loss -- 86 dB and greater

All hearing aids supplied under the Contract must be the current production models and must meet all standards and specifications of ANSI S3.22, 1966, or the latest revision. All hearing aids must be new. Reconditioned models will not be accepted. Each hearing aid ordered from the Contract must be accompanied by a performance graph, at no extra charge. Preprinted performance graphs are not acceptable.

Hearing aid models must utilize standard commercial batteries and battery sizes. For those hearing aid models that are normally used with a conventional type ear mold, all external hearing aid receivers and adapter nubs for plastic tubing should fit the standard bushing in the ear mold. Where the receiver nubs fail to meet this requirement, suitable adapters must be furnished and firmly attached to the receiver by the manufacturer.

Personal frequency modulation (FM) systems must be compatible for use with hearing aids offered using either cables or wireless connectivity

HEARING AID MODELS – CONTRACT ADDITIONS AND DELETIONS.

Due to the complexity of managing the Volume Hearing Aid Program by each state, the Contract Vendor must comply with the following requirements for adding or deleting equipment to its Contract.

Additions – If a Contract extension is requested by the lead state (Minnesota) prior to September 1 of the Contract year, the Contract Vendor may add or delete equipment at that time. Any Contract extension or equipment changes accepted will be included in a Contract amendment that would be effective on September 1 of the Contract year.

Contract extensions may be for a term of up to 12 months and equipment must remain available for the full term of the Contract extension. No equipment changes will be allowed during the extended Contract term.

If equipment additions or deletions or Contract extensions are approved, a Contract Amendment will be issued and executed by the state of Minnesota on behalf of the participating states, prior to any changes by the Contract Vendor. The Contract Vendor may only sell the equipment that is selected and adopted by each participating state's program.

Deletions – Any equipment offered must be available during the initial term of the Contract. Equipment deletions may only occur during the Contract extension term. If a model is discontinued and there is a replacement model, if approved, it will be added at that time. The replacement equipment that is offered must be equal or better in quality and equal or less in cost than the model being replaced.

The Contract Vendors must provide all equipment offered during the Contract term.

NEW EQUIPMENT TRIAL PERIOD. For the purposes of the Contract, the trial period for a new hearing aid(s) is 90 days. New hearing aids that are not satisfactory to the recipient must be returned to the Contract Vendor, dispenser or audiologist, within 90 days of the dispensing date, but no sooner than 30 days, unless there is apparent damage. There will be no cost to the recipient or the authorized audiologist or hearing instrument dispenser if new equipment is returned within the 90 day trial period. The Contract Vendor may not charge any restocking fees for hearing aids returned during the 90 trial period.

EQUIPMENT WARRANTY. The Contract Vendor must provide a minimum 24-month warranty on equipment covered by the Contract that includes parts and labor. Parts excluded from the warranty are the ear piece, the cord, tubing, and batteries.

Each hearing aid sold under the Contract must have a one year loss and damage warranty. The recipient, and/or the audiologist or hearing instrument dispenser, may only file one loss claim during the one year loss and damage warranty term.

The Contract Vendor shall not charge for packaging, shipping, invoicing, postage, insurance or handling while the hearing aid is under warranty and as long as the Contract Vendor is participating under the terms of the Contract.

WARRANTY EQUIPMENT REPAIRS. The Contract Vendor must process to completion and transmit for delivery not less than 97 percent of all properly submitted repair orders within ten working days from receipt of the hearing aids. The first day for counting work days will be the working day immediately following the day the hearing aid repair was received. All orders must be date-stamped by the Contract Vendor on the date the repair order is received at the Contract Vendor's location.

The invoice repair price must be the same as the Contract repair price.

The Contract Vendor will be responsible for all shipping costs on warranty equipment repairs.

NON-WARRANTY REPAIRS. The Contract Vendor must continue to honor the repair pricing of the Contract under which the hearing aid was sold for the life of the hearing aid, whether the hearing aid has been discontinued from the contract, the contract vendor has terminated their participation in the contract, or the contract has been cancelled or expired. An invoice must accompany the repaired hearing aid when returned to an enrolled audiologist or hearing instrument dispenser from the Contract Vendor unless otherwise directed by the participating state.

If persistent repairs are required due to equipment failure, the Contract Vendor will replace the hearing aid with a new model equal to or better than the failed unit. The replacement equipment must include a full warranty from the date of receipt by the audiologist or hearing instrument dispenser.

The Contract Vendor will be responsible for all shipping costs on non-warranty equipment repairs.

The Contract Vendor must provide a minimum warranty period of six months on all non-warranty hearing aid repairs.

INVOICE/PAYMENT PROCEDURES – REPORTING REQUIREMENTS

Invoices. The Contract price must be the invoiced price. The invoice must accompany each shipment unless otherwise directed by the participating state.

Payments. Invoice payment shall constitute payment in full to the Contract Vendor. The participating state will direct the Contract Vendor if the invoice is to be paid by the audiologist or hearing instrument dispenser or directly by the participating state.

PRODUCT OR SERVICE	UNSPSC
1. Handicapped Devices, Hearing Impaired	42210000
2. Hearing Device, Service, Maintenance	85160000

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2447
Fax: 651.297.3996

NOTIFICATION OF CONTRACT AWARD

To: Mr. Josh Fieldman
Micro Ear Technology, Inc.
6425 Flying Cloud Drive
Eden Prairie, MN 55344

CONTRACT NO:	29803
RELEASE NO:	H-59(5)
CONTRACT PERIOD:	September 1, 2011
Through	August 31, 2012
EXTENSION OPTION:	Up to 48 months

You are hereby notified that your response to our solicitation, which opened July 25, 2011, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Hearing Aids.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. MICRO EAR TECHNOLOGY, INC.
The Contractor certifies that the appropriate person(s) have executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Susan Mussell
Title: Gen Counsel, Corp Sec.
Date: 8.5.11
By:
Title:
Date:

2. MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, Subd.-3.

By:
Title: Acquisition Management Specialist
Date: 8/9/11

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative

By:
Date: August 9, 2011

STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION

PRICE CONTRACT
EXHIBIT A

As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions and specifications of the solicitation and response at the prices attached.

TERMS: Net 30

DELIVERY: As required