

MA 18P 1708250000000000023
MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/01/17

Expiration Date: 08/31/22

Master Agreement Description: Hearing Aid Participating Addendum, Sivantos Inc-NJ (Signia)

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Nancy Winter 207-623-7958 ext. nancy.a.winter@maine.gov

Requestor Information

Nancy Winter 207-623-7958 ext. nancy.a.winter@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension until 8/31/22 including the same terms and conditions, with price changes.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000159865

Vendor Name

SIVANTOS INC

Alias/DBA

SIEMENS HEARING INSTRUMENTS INC

Vendor Address Information

10 CONSTITUTION AVE

PISCATAWAY, NJ 08854

US

Vendor Contact Information

Rich Hillwig
732.529.3651 ext.
RICHARD.HILLWIG@SIVANTOS.COM

Commodity Information

Vendor Line #: 1

Vendor Name: SIVANTOS INC

Commodity Line #: 1

Commodity Code: 71072

Commodity Description: Hearing Aids

Commodity Specifications: Hearing Aid Participating Addendum, Sivantos Inc-NJ (Signia). Please see attached file for available hearing aids and pricing.

Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	09/01/17	08/31/22
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 9/15/2021
6D6427754DD0450
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor
Michael O'Neil 9/15/2021
Signature Date

Michael O'Neil
Print Representative Name and Title

Division of Purchases' Participating Addendum Authorization Form

Form Instructions: This form must accompany contracts being proposed for approval that are the result of participation (a.k.a. "piggybacking") under pre-existing, competitively awarded contracts. Pre-existing contracts can be in the form of multi-state cooperative agreements, or contracts that were competitively awarded by individual states or public entities. The information requested below should explain the general departmental need for the contracted service or commodity, describe the process undertaken to identify existing contracts, and explain the method of achieving the best contract in terms of price and quality of service/commodity.

<i>The following information should refer to the State of Maine's anticipated Participating Addendum:</i>			
Contract Administrator:	Donny Crockett	Office/Division/Program:	DAFS/Purchases
Agreement Amount: \$	\$0.00 Unencumbered Master Agreement	CT or MA Number:	MA18P170825*23
Contract Start Date:	9/1/2017	Contract End Date:	8/31/2018 (Extension options up to 48 months)
Vendor's Business Name:	SIVANTOS, INC. (Signia)	State of Maine VC Number for Vendor:	VC0000159865
Vendor's Contact Name, Physical Address, Email Address, and Phone Number	RICH HILLWIG 10 CONSTITUTION AVE, PISCATAWAY, NJ 08855	Phone: 732.529.3651 Email: RICHARD.HILLWIG@SIVANTOS.COM	
Type of Service/Commodity or Project Name:	Hearing Aids		
<i>The following information should refer to the pre-existing contract held by another state or entity:</i>			
Name of Entity that released the original RFP (e.g. NASPO, or State and Dept.):	Minnesota's Cooperative Purchasing Venture (CPV)	Entity Contact Name, Email Address, and Phone Number:	Robb Mimbach Robb.Mimbach@state.mn.us 651-201-2432
Original RFP Name and Number:	HEARING AIDS: VOLUME PURCHASE HEARING AID PROGRAM: Contract Release H- 59(5)	Pre-existing Contract Name and Number (resulting from RFP):	HEARING AIDS: VOLUME PURCHASE HEARING AID PROG: Contract Number 129972
Contract Start Date:	9/1/2017	Contract End Date:	8/31/2018 (Extension options up to 48 months)

1. What is the departmental need for this service or commodity?

The Department of Labor, Bureau of Rehabilitation Services, purchases hearing aids for citizens of the State of Maine who need a hearing aid in order to join the workforce. The Department of Health and Human Services, Office of MaineCare Services, also provides a hearing aid benefit to MaineCare clients. Both client populations listed above are screened for income eligibility, and it is typically not feasible for the client to purchase a hearing aid on his/her own.

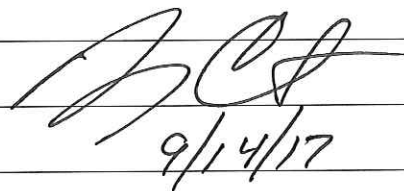
2. How was the pre-existing contract identified?

The Minnesota CPV hearing aid contracts were brought to the attention of Betty Lamoreau, former Director of the Division of Purchases, by colleagues from another state within the National Association of State Procurement Officials (of which Maine is a member state).

3. Were multiple pre-existing contracts available? If so, how was the selected contract determined to be the best value to the State of Maine?

No other multi-state hearing aid contract was identified in the search process. This cooperative contract, however, has been determined to be the best value to the State of Maine because its pricing represents an average discount of 42% below what the Department of Labor had been paying for hearing aid purchases in the past. By cooperating with the states of Minnesota, Michigan, and Wisconsin – who all participate under this program – the State of Maine can expect to receive better pricing than if it sought to purchase these items under its own contract.

Signature:



Date:

9/14/17

**PARTICIPATING ADDENDUM FOR
STATEWIDE HEARING AID PURCHASING PROGRAM**

This Participating Addendum is made as of the 1st day of September, 2017, by and between SIVANTOS, INC. (Contractor), whose address is 10 CONSTITUTION AVE, PISCATAWAY, NJ 08855 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 September 1, 2017, 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 SIVANTOS, INC. for the purchase of Hearing Aids, thereby participating under MNCPV Contract Release H-59(5), dated September 1, 2017, Contract Number 129972;

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 129972)
- 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, 2017 through August 31, 2018**, 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 129972. The extension periods, if exercised, are defined as follows:

EXTENSION OPTIONS: UP TO 48 MONTHS

State of Maine

Master Agreement # 18P- 170825*23

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 129972, 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 129972. 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: Donny Crockett

Participating Entity Name: State of Maine, Division of Purchases

Address: 111 Sewall Street, 9 State House Station, Augusta, ME 04333-0009

Telephone: 207-624-7336

E-mail: Donny.Crockett@maine.gov

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

Name: RICH HILLWIG

Contractor: SIVANTOS, INC.

Address: 10 CONSTITUTION AVE, PISCATAWAY, NJ 08855

Telephone: 732.529.3651

Fax: _____

E-mail: RICHARD.HILLWIG@SIVANTOS.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 September 1, 2017. 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 Maine 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 129972 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 SIVANTOS, INC. 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

SIVANTOS, INC.


Name: Donny Crockett
Title: Contract Grant Specialist
Date: 9/13/2017


Name: Rick Hillen
Title: Director of CEM-BA
Date: 9/13/17

Master Agreement #	MA - 18P- 17082500000000000023
Vendor Customer #	VC0000159865

State of Maine

Master Agreement # 18P- 170825*23

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 September 1, 2017, and the pricing sheets associated with Contract Number 129972, 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: Donny Crockett
Title: Contract Grant Specialist, 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.

State of Maine

Master Agreement # 18P- 170825*23

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.

State of Maine

Master Agreement # 18P- 170825*23

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: NJ**
- 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.

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29, Executive orders 12549 & 12689, and 31 U.S.C 6101.. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal and the certificate of eligibility, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the bidder. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the bidder, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CERTIFICATE OF ELIGIBILITY

The Sivantos-NJ Signia (Company name)

hereby certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- (2) Have not, within a three year period preceding this proposal, been convicted of, nor had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in paragraph (2) of this certification; and

- (4) Have not, within a three year period preceding this application, had one or more public transactions (Federal, State, or Local) terminated by default.

The Bidder certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform the State of Maine. Should the Bidder be unable to certify to the statements of paragraphs (1) through (4) above, it shall so acknowledge on its Signature Page and provide a written explanation to the State of Maine.

9/11/17
Dated

Rick Hillary
Printed Name of Person Bidding

R Hillary
Authorized Signature

Director of CRM-BA
Title



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

August 25, 2021

SENT VIA EMAIL

Mr. Brian Pecka
Sivantos, Inc.
10 Constitution Ave.
Piscataway, NJ 08855

Dear Mr. Pecka:

The following document is enclosed for you to complete and return:

- Amendment to SWIFT Contract No. 129972, Release No. H-59(5)
- Workforce Certificate Information Form (CURRENTLY SUSPENDED)
- Equal Pay Certificate Form (EPC EXPIRED 7/23/21)

Please sign and return **the** documents, **VIA EMAIL**, to ROBB.MIMBACH@STATE.MN.US at the following email address by **August 26, 2021**.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Robb Mimbach
Acquisition Management Specialist / Buyer
Enclosure

AMENDMENT NO. 6 TO CONTRACT NO. 129972 RELEASE NO. H-59(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration (“State”), and Sivantos, Inc., 10 Constitution Ave., Piscataway, NJ 08855 (“Contract Vendor”).

WHEREAS, the State has a Contract with the Contractor identified as Contract No. 129972, September 1, 2017, through August 31, 2021 (“Contract”), to provide Hearing Aids: Volume Purchase Hearing Aid Program; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.


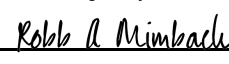
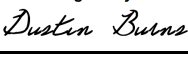
NOW, THEREFORE, it is agreed by the parties to amend Contract No. 129972 as follows:

1. The Contract is extended through August 31, 2022, at the same terms, conditions, and specifications.
2. The current Price Schedule is **DELETED** in its entirety and **REPLACED** with the Price Schedule labeled Exhibit A – Sivantos NJ Signa - Contract No. 129972 – Amendment No. 6, which is attached and incorporated into this amendment.

This Amendment is effective beginning September 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

<p>1. SIVANTOS, INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u></u> Signature Richard Zrebiec Printed Name</p> <p>Title: <u>Chief Financial Officer</u></p> <p>Date: <u>8/26/2021</u></p> <p>By: _____ Signature</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. Or delegated representative.</p> <p>By: <u></u> A1E48AB0DEB54D8...</p> <p>Title: <u>Acquisition Management Specialist / Buyer</u></p> <p>Date: <u>9/8/2021</u></p> <p>3. COMMISSIONER OF ADMINISTRATION Or delegated representative. Or delegated representative.</p> <p>By: <u></u> 2887696B33E54E4...</p> <p>Date: <u>9/8/2021</u></p>
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STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: Sivantos Date: _____

Authorized Signature:  Telephone number: _____

Printed Name and Title: Richard Zrebiec, CFO Email: Type text here

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283

State of Minnesota - Equal Pay Certificate

If your response could be in excess of \$500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.**

Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or [email](mailto:compliance.MDHR@state.mn.us) at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:


- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR’s confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature:  Date: 8/26/2021

Printed Name: Richard Zrebiec Title: Chief Financial Officer

Organization: Sivantos MN/Fed Tax ID: _____

Issuing Entity: _____ Project # or Lease Address: _____

Price Schedule

SIGNIA BEHIND THE EAR	dB RANGE	MODEL NUMBER	HPCPS CODE(S)	EQUIPMENT PUBLISHED LIST PRICE	EQUIPMENT PERCENT DISCOUNT OFF LIST PRICE	EQUIPMENT TOTAL PRICE	FIXED NON - WARRANTY REPAIR PRICE	NON - WARRANTY REPAIR PERIOD (MONTHS)	WARRANTY REPAIR PERIOD (MONTHS)
Motion 13 Nx 3	63 dB	Motion 13 Nx 3	V5257 Monaural V5261 Binaural	\$1,099.00	63.785%	\$398.00	\$95.00	12	36
Motion 13P Nx 3	77 dB	Motion 13P Nx 3	V5257 Monaural V5261 Binaural	\$1,099.00	63.785%	\$398.00	\$95.00	12	36
Wireless CROS Transmitter + Motion 13 3Nx BTE package	63 dB	CROS+Motion 13 3Nx	V5181 V5221	\$1,848.00	63.041%	\$683.00	\$95.00	12	36
Wireless CROS Transmitter + Motion 13P 3Nx BTE Package	77 dB	CROS+Motion 13P 3Nx	V5181 V5221	\$1,848.00	63.041%	\$683.00	\$95.00	12	36
Pure 312 3 X (Receiver in Canal)	45-75 dB	Pure 312 3X	V5257 Monaural V5261 Binaural	\$1,120.00	64.46%	\$398.00	\$95.00	12	36
Styletto 3 X (Receiver in Canal)	45-70 dB	Styletto 3X	V5257 Monaural V5261 Binaural	\$1,320.00	69.848%	\$398.00	\$95.00	12	36
Pure Charge & Go 2 X (Receiver in Canal/Rechargeable)	45-75 dB	Pure Charge&Go 2X	V5257 Monaural V5261 Binaural	\$897.00	62.207%	\$339.00	\$95.00	12	36
Pure 312 2 X (Receiver in Canal)	45-75 dB	Pure 312 2X	V5257 Monaural V5261 Binaural	\$876.00	61.301%	\$339.00	\$95.00	12	36
FOR BINAURAL PRICING, DOUBLE THE MONAURAL PRICE									

Price Schedule

SIGNIA BEHIND THE EAR	dB RANGE	MODEL NUMBER	HCPCS CODE(S)	EQUIPMENT PUBLISHED LIST PRICE	EQUIPMENT PERCENT DISCOUNT OFF LIST PRICE	EQUIPMENT TOTAL PRICE	FIXED NON - WARRANTY REPAIR PRICE	NON - WARRANTY REPAIR PERIOD (MONTHS)	WARRANTY REPAIR PERIOD (MONTHS)
Styletto 2 X (Receiver in Canal)	45-70 dB	Styletto 2X	V5257 Monaural V5261 Binaural	\$866.00	60.855%	\$339.00	\$95.00	12	36
Styletto 1 X (Receiver in Canal)	45-70 dB	Styletto 1X	V5257 Monaural V5261 Binaural	\$642.00	55.919%	\$283.00	\$95.00	12	36
Pure Charge & Go 1 X (Receiver in Canal/Rechargeable)	45-75 dB	Pure Charge&Go 1X	V5257 Monaural V5261 Binaural	\$672.00	57.887%	\$283.00	\$95.00	12	36
Pure 312 1 X (Receiver in Canal)	45-75 dB	Pure 312 1X	V5257 Monaural V5261 Binaural	\$652.00	56.595%	\$283.00	\$95.00	12	36
Wireless CROS Transmitter + Pure 312 3X (Receiver in Canal)	45-75 dB	CROS312X+Pure3123X	V5181 V5221	\$1,885.00	63.767%	\$683.00	\$95.00	12	36
Motion Charge & Go 5X Super Power (Rechargeable, BTE)	82 dB	Motion C&G 5X SP	V5257 Monaural V5261 Binaural	\$1,945.00	76.86%	\$450.00	\$95.00	12	36
Motion Charge & Go 5X Power (Rechargeable, BTE)	77 dB	Motion C&G 5X P	V5257 Monaural V5261 Binaural	\$1,945.00	76.86%	\$450.00	\$95.00	12	36
Motion Charge & Go 5X (Rechargeable, BTE)	60 dB	Motion C&G 5X	V5257 Monaural V5261 Binaural	\$1,945.00	76.86%	\$450.00	\$95.00	12	36
FOR BINAURAL PRICING, DOUBLE THE MONAURAL PRICE									

Price Schedule

SIGNIA BEHIND THE EAR	dB RANGE	MODEL NUMBER	HPCPS CODE(S)	EQUIPMENT PUBLISHED LIST PRICE	EQUIPMENT PERCENT DISCOUNT OFF LIST PRICE	EQUIPMENT TOTAL PRICE	FIXED NON - WARRANTY REPAIR PRICE	NON - WARRANTY REPAIR PERIOD (MONTHS)	WARRANTY REPAIR PERIOD (MONTHS)
Motion Charge & Go 3X Super Power (Rechargeable, BTE)	82 dB	Motion C&G 3X SP	V5257 Monaural V5261 Binaural	\$1,320.00	69.85%	\$398.00	\$95.00	12	36
Motion Charge & Go 3X Power (Rechargeable, BTE)	77 dB	Motion C&G 3X P	V5257 Monaural V5261 Binaural	\$1,320.00	69.85%	\$398.00	\$95.00	12	36
Motion Charge & Go 3X (Rechargeable, BTE)	60 dB	Motion C&G 3X	V5257 Monaural V5261 Binaural	\$1,320.00	69.85%	\$398.00	\$95.00	12	36
Motion Charge & Go 2X Super Power (Rechargeable, BTE)	82 dB	Motion C&G 2X SP	V5257 Monaural V5261 Binaural	\$897.00	62.21%	\$339.00	\$95.00	12	36
Motion Charge & Go 2X Power (Rechargeable, BTE)	77 dB	Motion C&G 2X P	V5257 Monaural V5261 Binaural	\$897.00	62.21%	\$339.00	\$95.00	12	36
Motion Charge & Go 2X (Rechargeable, BTE)	60 dB	Motion C&G 2X	V5257 Monaural V5261 Binaural	\$897.00	62.21%	\$339.00	\$95.00	12	36
Motion Charge & Go 1X Super Power (Rechargeable, BTE)	82 dB	Motion C&G 1X SP	V5257 Monaural V5261 Binaural	\$672.00	57.89%	\$283.00	\$95.00	12	36
FOR BINAURAL PRICING, DOUBLE THE MONAURAL PRICE									

Price Schedule

SIGNIA BEHIND THE EAR	dB RANGE	MODEL NUMBER	HCPCS CODE(S)	EQUIPMENT PUBLISHED LIST PRICE	EQUIPMENT PERCENT DISCOUNT OFF LIST PRICE	EQUIPMENT TOTAL PRICE	FIXED NON - WARRANTY REPAIR PRICE	NON - WARRANTY REPAIR PERIOD (MONTHS)	WARRANTY REPAIR PERIOD (MONTHS)
Motion Charge & Go 1X Power (Rechargeable, BTE)	77 dB	Motion C&G 1X P	V5257 Monaural V5261 Binaural	\$672.00	57.89%	\$283.00	\$95.00	12	36
Motion Charge & Go 1X (Rechargeable, BTE)	60 dB	Motion C&G 1X	V5257 Monaural V5261 Binaural	\$672.00	57.89%	\$283.00	\$95.00	12	36
Wireless CROS Charge&Go X Transmitter + Motion Charge&Go 3X package	82 dB	CROSC&GX+MtnC&G3X	V5181 V5221	\$2,185.00	63.57%	796.00	\$95.00	12	36
Wireless CROS Charge&Go X Transmitter + Motion Charge&Go 3X P package	77 dB	CROSC&GX+MtnC&G3XP	V5181 V5221	\$2,185.00	63.57%	796.00	\$95.00	12	36
Wireless CROSCCharge&Go X Transmitter + Motion Charge&Go 3X SP package	60 dB	CROSC&G+MtnC&G3XSP	V5181 V5221	\$2,185.00	63.57%	796.00	\$95.00	12	36
Charge & Go 5 AX (rechargeable, RIC)	46-75 dB	C&G 5 AX	V5257 Monaural V5261 Binaural	\$2,065.00	78.21%	450.00	\$95.00	12	36
Charge & Go 5 TAX (rechargeable, RIC, tcoil)	46-75 dB	C&G 5 TAX	V5257 Monaural V5261 Binaural	\$2,065.00	78.21%	450.00	\$95.00	12	36
Charge & Go 3 AX (rechargeable, RIC)	46-75 dB	C&G 3 AX	V5257 Monaural V5261 Binaural	\$1,425.00	72.07%	398.00	\$95.00	12	36
FOR BINAURAL PRICING, DOUBLE THE MONAURAL PRICE									

Price Schedule

SIGNIA BEHIND THE EAR	dB RANGE	MODEL NUMBER	HCPCS CODE(S)	EQUIPMENT PUBLISHED LIST PRICE	EQUIPMENT PERCENT DISCOUNT OFF LIST PRICE	EQUIPMENT TOTAL PRICE	FIXED NON - WARRANTY REPAIR PRICE	NON - WARRANTY REPAIR PERIOD (MONTHS)	WARRANTY REPAIR PERIOD (MONTHS)
Charge & Go 3 TAX (rechargeable, RIC, tcoil)	46-75 dB	C&G 3 TAX	V5257 Monaural V5261 Binaural	\$1,425.00	72.07%	398.00	\$95.00	12	36
Wireless CROS AX Transmitter + Charge&Go 5AX RIC package	46-75 dB	CROSC&GAX+C&G5AX	V5181 V5221	\$2,964.00	71.39%	848.00	\$95.00	12	36
Wireless CROS AX Transmitter + Charge&Go 5TAX RIC package	46-75 dB	CROSC&GAX+C&G5TAX	V5181 V5221	\$2,964.00	71.39%	848.00	\$95.00	12	36
Wireless CROS AX Transmitter + Charge&Go 3AX RIC package	46-75 dB	CROSC&GAX+C&G3AX	V5181 V5221	\$2,324.00	65.75%	796.00	\$95.00	12	36
Wireless CROS AX Transmitter + Charge&Go 3TAX RIC package	46-75 dB	CROSC&GAX+C&G3TAX	V5181 V5221	\$2,324.00	65.75%	796.00	\$95.00	12	36
FOR BINAURAL PRICING, DOUBLE THE MONAURAL PRICE									

Price Schedule

SIGNIA FULL SHELL CONCHA MODEL	db RANGE	MODEL NUMBER	HCPCS CODE(S)	EQUIPMENT PUBLISHED LIST PRICE	EQUIPMENT PERCENT DISCOUNT OFF LIST PRICE	EQUIPMENT TOTAL PRICE	FIXED NON - WARRANTY REPAIR PRICE	NON - WARRANTY REPAIR PERIOD (MONTHS)	WARRANTY REPAIR PERIOD (MONTHS)
Insio 3 Nx	55-65 dB	Insio 3 Nx ITE	V5256 Monaural V5260 Binaural	\$1,099.00	63.785%	\$398.00	\$95.00	12	36
Wireless CROS Transmitter + Insio 3Nx	55-65 dB	CROS+Insio 3 Nx	V5171 CROS V5211 BICROS	\$1,848.00	63.041%	\$683.00	\$95.00	12	36
Insio 2 NX	55-65 dB	Insio 2 NX ITE	V5256 Monaural V5260 Binaural	\$859.00	60.536%	\$339.00	\$95.00	12	36
Insio 1 NX	55-65 dB	Insio 1 NX ITE	V5256 Monaural V5260 Binaural	\$639.00	55.712%	\$283.00	\$95.00	12	36
Active X	42 dB	Active X	V5256 Monaural V5260 Binaural	\$990.00	65.758%	\$339.00	\$95.00	12	36
Insio Full Shell Charge & Go 5AX (available Nov 2021)	55 dB	Insio C&G 5AX FS	V5256 Monaural V5260 Binaural	\$2,065.00	78.208%	\$450.00	\$95.00	12	36
Insio Full Shell Charge & Go 3AX (available Nov 2021)	55 dB	Insio C&G 3AX FS	V5256 Monaural V5260 Binaural	\$1,425.00	72.070%	\$398.00	\$95.00	12	36
FOR BINAURAL PRICING, DOUBLE THE MONAURAL PRICE									

Price Schedule

SIGNIA HALF SHELL CONCHA MODEL	db RANGE	MODEL NUMBER	HCPCS CODE(S)	EQUIPMENT PUBLISHED LIST PRICE	EQUIPMENT PERCENT DISCOUNT OFF LIST PRICE	EQUIPMENT TOTAL PRICE	FIXED NON - WARRANTY REPAIR PRICE	NON - WARRANTY REPAIR PERIOD (MONTHS)	WARRANTY REPAIR PERIOD (MONTHS)
Insio Half Shell Charge & Go 5 AX	50-65 dB	Insio C&G 5AX HS	V5256 Monaural						
			V5260 Binaural	\$2,065.00	78.208%	\$450.00	\$95.00	12	36
Insio Half Shell Charge & Go 3 AX	50-65 dB	Insio C&G 3AX HS	V5256 Monaural						
			V5260 Binaural	\$1,425.00	72.070%	\$398.00	\$95.00	12	36
FOR BINAURAL PRICING, DOUBLE THE MONAURAL PRICE									