

Admin Minnesota

Office of State Procurement

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: SEPTEMBER 1, 2021

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

CONTRACT PERIOD: SEPTEMBER 1, 2017, THROUGH AUGUST 31, 2022

EXTENSION OPTIONS: NONE

ACQUISITION MANAGEMENT SPECIALIST (AMS): ROBB MIMBACH

PHONE: 651.201.2432 **E-MAIL:** robb.mimbach@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
GN RESOUND 8001 BLOOMINGTON FWY BLOOMINGTON, MN 55420	129968	NET 30	7 WORKING DAYS ARO

VENDOR NO: 0000271144-001

RACHEL SEVERSON

OFFICE: 952.852.1955 | **MOBILE:** 952.380.6883 | **EMAIL:** RSEVERSON@GNRESOUND.COM

WEBSITE: <https://www.resound.com/en-us>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
BELTONE 2601 PATRIOT BLVD GLENVIEW, IL 60026	129969	NET 30	1 TO 5 CALENDER DAYS ARO

VENDOR NO: 0000271144-002

BELTONE CUSTOMER SERVICE

OFFICE: 800.621.1275 | **FAX:** 847.832.3667

RONALD GLEITMAN

OFFICE: 847.832.3838 | **MOBILE:** 847.510.3561 | **EMAIL:** RGLEITMAN@BELTONE.COM

WEBSITE: <https://www.beltone.com/en-us>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
OTICON, INC. 580 HOWARD AVE. SOMERSET, NJ 08873	129970	NET 30	5 DAYS ARO

VENDOR NO: 0000205171-001

CUSTOMER SERVICE
OFFICE: 800.526.3921 | **FAX:** 732.560.0029 | **EMAIL:** BOX@OTICONUSA.COM

CATHLEEN VAN EVRA
OFFICE: 800.526.3921 | **MOBILE:** 732.809.4965 | **EMAIL:** CAEV@OTICON.COM
WEBSITE: <https://www.oticon.com/>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
SIVANTOS, INC. 10 CONSTITUTION AVE. PISCATAWAY, NJ 08855	129972	NET 30	1 TO 3 DAYS ARO

VENDOR NO: 0000203977-001 **PRODUCT LINE:** SIGNIA

BRIAN PECKA
OFFICE: 269.501.8437 | **EMAIL:** BRIAN.PECKA@SIGNIAUSA.COM

LAURA LASSEN
OFFICE: 303.250.8886 | **EMAIL:** LAURA.LASSEN@SIGNIAUSA.COM
EMAIL: MIDWEST-SHI@SIVANTOS.COM
WEBSITE: <https://www.signia-hearing.ca/>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
SIVANTOS, INC. 3033 CAMPUS DR., W125 PLYMOUTH, MN 55441	129973	NET 30	1 TO 3 DAYS ARO

VENDOR NO: 0000203977-002 **PRODUCT LINE:** REXTON

LIZ DALY
OFFICE: 847.440.6625 | **EMAIL:** LIZ.DALY@WSA.COM

LAURA LASSEN
OFFICE: 303.250.8886 | **EMAIL:** LAURA.LASSEN@SIGNIAUSA.COM
EMAIL: ORDERS@SIVANTOS.COM
WEBSITE: <https://www.rexton.com/>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
STARKEY LAB, INC. 6700 WASHINGTON AVE. S. EDEN PRAIRIE, MN 55344	129974	NET 30	2 TO 5 DAYS ARO

VENDOR NO: 0000197443-001

SUPPORT

OFFICE: 952.941.6401 | **FAX:** 952.828.6904 | **EMAIL:** STARKEYSUPPORT@STARKEY.COM

KATIE HOEG

OFFICE: 952.947.4939 X4939 | **EMAIL:** KATIE_HOEG@STARKEY.COM

WEBSITE: <https://www.starkey.com/>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
SONOVA USA, INC. 750 N. COMMONS DR, SUITE 200 Aurora, IL 60504	129975	NET 30	2 TO 4 DAYS ARO

VENDOR NO: 0000209807-001

PRODUCT LINES: PHONAK & UNITRON

PHONAK

SUSAN TORNBLUM

OFFICE: 763.331.3784 | **EMAIL:** SUSAN.TORNBLUM@SONOVA.COM

WEBSITE: <https://www.sonova.com/en/phonak>

UNITRON

BONNIE PENDLEBURY

OFFICE: 630.821.9674 | **EMAIL:** BONNIE.PENDLEBURY@SONOVA.COM

WEBSITE: <https://www.sonova.com/en/unitron>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
WIDEX USA, LLC 185 COMMERCE DR. HAUPPAUGE, NY 11788	129976	NET 30	2 TO 5 DAYS ARO

VENDOR NO: 0000983195-001

MARIA BALCERAK

OFFICE: 800.221.0639 OPTION 2 | **FAX:** 631.273.0639 | **EMAIL:** CUSTOMERSERVICE@WIDEXUSA.COM

CHRISTOPHER SMITH

OFFICE: 518.441.7756 | **EMAIL:** CHSM@WIDEX.COM

WEBSITE: <https://www.widex.com/en-us>

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members
- ☒ Participating States:

STATE AGENCY CONTRACT USE. 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.

STATE 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), although most purchases will be done outside the SWIFT system. The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. 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 your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SERVICE CERTIFICATION FORM REQUIREMENTS.

Pursuant to Minn. Stat. § 16C.09, agencies must complete a "Service Contract Certification Form" prior to issuing an order for services offered from this Contract.

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of this contract is to provide hearing aids to the State of Minnesota (lead State), other state agencies and participants in the State of Minnesota's Cooperative Purchasing Venture (CPV) program and the states of Wisconsin, Michigan, Maine and Colorado, on an as needed basis. Hearing aids are dispensed by qualified audiologists and hearing instrument dispensers participating with the Minnesota Health Care Program (MHCP) in participation with the State of Wisconsin's Department of Health Services (DHS), the Michigan Health Care Programs, the State of Maine's Department of Vocational Rehabilitation (DVR), and the State of Colorado's Division of Vocational Rehabilitation (DVR).

PARTICIPATING STATES CONTRACT PERIOD. Any current participating state that chooses to participate in the upcoming program, reserves the right to establish the starting date for its program based on the time the state will require to execute the program with its authorized hearing aid dispensers. The end date of the program must not exceed the contract term established by the Lead State.

If other new states choose to participate in the volume hearing aid purchase program, they reserve the right to establish the starting date of the Volume Hearing Aid Purchasing Program Contract with the Contract Vendor, based on the time the state will require to execute the program state-wide with the state's authorized audiologists or hearing instrument dispensers. The end date of the program must not exceed the contract term established by the Lead State of Minnesota.

If a Contract is cancelled or allowed to expire, any hearing aid order that has been submitted, or any repair request that has been initiated prior to the end of the Contract term, must be processed under the terms and conditions of the Contract.

PARTICIPATING STATES CONTRACT EXECUTION. The state of Minnesota is the lead State for the Volume Hearing Aid Purchase Program. Any issues relating to any contracts awarded from this Solicitation must be referred to the state of Minnesota's Acquisition Management Specialist (AMS).

Any Contract issued to a vendor does not guarantee its selection, in whole or in part, for use by a participating state in its Volume Hearing Aid Purchase Plan. A participating state may select the contracted vendor and hearing aids that meet the specific state's requirements, but is under no obligation to make all contracted hearing aids available.

VENDOR CAPABILITIES. The Contract Vendor must distribute their products on the open market through authorized, qualified hearing aid dispensers. In order to ensure Medicaid payments are consistent with efficiency, economy, and quality of care pursuant to Title XIX § 1902(a)(30) of the Social Security Act and the Federal requirement for free choice of providers under 42 CFR § 431.51, contracted vendors must make their products available to all Medicaid enrolled audiologists and hearing instrument dispensers. Enrolled audiologists and dispensers must be allowed to offer all contracted products available to Medicaid recipients.

DEFINITIONS. As used in the Solicitation, the following definitions are applicable:

Acquisition Management Specialist (AMS) – Refers to the Department of Administration, Office of State Procurement OSP, Contract Specialist and primary contact for the Solicitation and any subsequent contracts awarded.

State - This refers to the State of Minnesota, Office of State Procurement or other participating states – current or future.

State's Authorized Representative (SAR) – Refers to the AMS or the employee of a State agency who is designated to act under a contract – Minnesota, Maine, Michigan, Wisconsin, Colorado, or other participating states.

Volume Hearing Aid Purchasing Program – any equipment and services contracted with a Contract Vendor 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.

Minnesota Health Care Programs Liaison – the Minnesota DHS staff person assigned to management of the Volume Hearing Aid Purchasing Program on behalf of the Department of Human Services.

BACKGROUND.

Minnesota. The State of Minnesota enrolls qualified audiologists and hearing instrument dispensers through MHCP. There are approximately 320 enrolled audiologists and hearing instrument dispensers serving fee-for-service recipients. The hearing aid program is managed and supervised by the State's Department of Human Services (DHS) Health Care Programs' Purchasing and Service Delivery Division. Hearing aids will be ordered by the dispensing audiologist and/or hearing instrument dispensers unless otherwise directed by DHS. The Contract Vendor will be required to ship and invoice directly to the enrolled audiologist or hearing instrument dispenser unless otherwise directed by DHS. The

Contract Vendor may not charge handling or invoice fees to the audiologist or hearing instrument dispenser. Invoices are paid directly to the Contract Vendor by the audiologist or hearing instrument dispenser unless otherwise authorized by DHS.

Minnesota estimates that approximately 1,200 hearing aids will be purchased annually for fee-for-service recipients. However, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the Contract Vendor that any quantities shown are estimated quantities only and impose no obligation upon the State either minimum or maximum.

Wisconsin. The State of Wisconsin estimates that approximately 5000 hearing aids will be used annually.

Michigan. The State of Michigan estimates that approximately 200 hearing aids will be used annually.

Maine. The State of Maine estimates that approximately 1000 hearing aids will be used annually.

Colorado. The State of Colorado estimates that approximately 711 hearing aids will be used annually.

Other States. The usage and program details for future states that may join the program is unknown. Participation in the volume hearing aid purchase program must be mutually agreed to by the Contract Vendor and the participating state.

TIMELY PROCESSING OF ORDERS. The Contract Vendor shall be responsible for the timely processing and fulfillment of all orders for purchase and repair of hearing aids and associated items.

Purchase Orders. The Contract Vendor shall be required to process to completion and transmit for delivery 97 percent of all properly submitted orders for purchase within seven (7) working days of receipt of the orders by the Audiologist and hearing instrument dispensers. The first day for counting working days will be the working day immediately following the date the order was received by the Contract Vendor. All orders shall be date-stamped by the Contract Vendor on the date the order is received by any method.

In those instances where a purchase order will require more than seven (7) working days for completion, the Contract Vendor shall be required to notify the submitting Audiologist and hearing instrument dispensers within three (3) working days of receipt of an order or upon discovery of a problem which will delay timely completion of the order.

Failure to meet the order processing requirements as outlined may result in cancellation of the contract as outlined in the General Terms and Conditions.

CONTRACT EQUIPMENT.

The types of hearing aids that will be used are:

- Behind-the Ear (BTE)
- In-the-Ear (ITE)
- Personal Frequency Modulation (FM) Systems using wireless connectivity

The types of circuitry that will be used are:

- Digital

The hearing aid ranges shall be:

- Mild hearing loss -- 26-45 dB
- Moderate hearing loss -- 46-65 dB
- Severe hearing loss -- 66-85 dB
- 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, 2003, 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, at no additional cost.

Personal frequency modulation (FM) systems must be compatible for use with hearing aids offered using 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.

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, deletions or other changes are approved and made to the Contract, 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, unless otherwise approved by the State. Equipment deletions may only occur at the time a Contract extension is offered. If a model is discontinued and there is a replacement model available and 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.

NEW EQUIPMENT TRIAL PERIOD. For the purposes of the Contract, the trial period for a new hearing aid 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 day 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. No deductibles may be applied or penalties incurred due to replacement under the loss and damage warranty.

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 (10) 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 shall be date-stamped by the Contract Vendor on the date the repair order is received by the Contract Vendor.

In those instances where a warranty repair order will require more than ten (10) working days for completion, the Contract Vendor shall be required to notify the submitting provider within three (3) working days of receipt of an order or upon discovery of a problem which will delay timely completion of the order.

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

If persistent repairs are required due to equipment failure or required parts become unavailable to operate the hearing aid, 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.

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.

PRICES. Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

FIXED PRICE CONTRACT. All prices offered and accepted are firm for the initial term of the Contract. Contract Vendors may not change or negotiate Contract prices – higher or lower – with other state participants or any audiologist that is authorized to use the Contract.

ITEMS OFFERED AS NEW. All products, material, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the solicitation opening, unless otherwise stated in this solicitation.

FREIGHT (FOB). Orders shall be shipped FOB Destination, prepaid and allowed. Freight costs shall be included in the bid unit price.

<u>PRODUCT OR SERVICE</u>	<u>UNIT OF MEASURE</u>	<u>UNSPSC CODE</u>
1. Hearing Aid Equipment, Accessories, & Supplies	EA = Each	42210000
2. Fixed Non-Warranty Repair	UN = Unit	85160000

VERIFYING THE CONTRACT PRICES.

The following information explains the method(s) for calculating and/or confirming the contract prices.

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

The Contract(s) pricing structure is a PERCENTAGE DISCOUNT OFF OF LIST PRICE. To calculate the Contract Price, follow the three steps detailed below.

1. Locate the appropriate price schedule below.
2. Calculate the Contract Price by applying the Percentage Discount Off Of the Appropriate List Price to the appropriate Price List.
3. Confirm the price offered is equal to, or lower than, the price calculated in Item 2. The Equipment Total Price has the final fixed price as well.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

PRICE SCHEDULE COLUMNS.

Descriptions and Features should include: Digital (full digital signal processing with two or three channels), remote, tele-coil, DAI, etc.

- For "Behind the Ear" and "In the Ear" models, indicate if the equipment is CROS or BiCROS.

db Range – The db ranges listed in Contract Equipment section.

Manufacturer – The manufacturer of the equipment.

Model Number – Must not exceed 19 alpha/numeric characters, including spaces. Must not contain an asterisk (*) or plus sign (+) symbols.

HPCPS Codes – Provided for each item offered.

Equipment Published List Price – The manufacturer's list price.

- Monaural Hearing Aid Prices – Prices offered will be for one (1) hearing aid. (*Separate price line required.*)
- Binaural Hearing Aid Prices – Prices offered will be for two (2) hearing aids. (*Separate price line required.*)
- CROS – Prices offered shall include the price of all components of the CROS system, including a hearing aid. Bids shall indicate transmission used with system, whether wired or wireless (*Separate price line for CROS system required.*)
- BiCROS – Prices offered shall include the price of all components of the BiCROS system, including a hearing aid. Bids shall indicate transmission used with system, whether wired or wireless. (*Separate price line for BiCROS system required.*)

Equipment Percent (%) Discount off List Price – The percent discount offered to be deducted from the list price. Up to three decimals (.000) is acceptable.

Equipment Total Price – Equipment Published List Price minus Equipment Percent Discount Off List Price equals the total price that should be paid. Customers should pay the Equipment Total Price.

Fixed Non-Warranty Repair Price – Fixed price for non-warranty repairs.

Non-Warranty Repair Period (Months) – Must be a minimum of six months.

Warranty Repair Period (Months) – Must be a minimum of 24 months.

PRICE SCHEDULE LINKS

[GN RESOUND](#)
[BELTONE](#)
[OTICON, INC.](#)
[SIVANTOS, INC NJ \(Signia\)](#)
[SIVANTOS, INC MN \(Rexton\)](#)
[STARKEY LABORATORIES, INC.](#)
[SONOVA USA, INC \(Phonak\)](#)
[SONOVA USA, INC \(Unitron\)](#)
[WIDEX USA INC.](#)

THE MINNESOTA HEALTHCARE PROGRAM CAN BE ACCESSED THROUGH THE DEPARTMENT OF HUMAN SERVICES WEBSITE AT:

<https://mn.gov/dhs/partners-and-providers/policies-procedures/minnesota-health-care-programs/provider/types/hearing-aid-contract-and-vendors/>
(Copy to your browser)

****NOTE:** Due to policies and other requirements, the price schedules listed on the Minnesota Healthcare Program website does not include all products. An Ordering Entity that is omitted from the Minnesota Healthcare Program requirements may click on the master price schedule links above to view all products listed under this contract.

MINNESOTA HEALTH CARE PROGRAM HEARING AID SPECIALIST

Cheryl Newgren
MN Department of Human Services
Health Care Benefits Policy Consultant
651.431.2497
Cheryl.a.newgren@state.mn.us

REVISIONS.

09/01/21	All contracts extended through August 31, 2022, at the same terms and conditions, with price changes.
09/23/20	Sonova Phonak and Widex USA LLC hearing aids added to the contract that were missed. Price Schedules added to the Contract Release.
09/01/20	All contracts extended through August 31, 2021, at the same terms and conditions. No increase in any pricing. Some hearing aids were removed and some were added.
11/18/19	Sonova Unitron amendment to decrease price on models: INSERA700FS, INSERA600FS, and INSERA800HS.
09/01/19	All contracts extended through August 31, 2020, at the same terms and conditions, with some price changes. Sonova USA, Inc. discontinued the Hansation product line.
12/21/18	Price Schedules were updated for the following contract vendors and product lines: Sivantos, Inc. NJ, Signia; Sivantos, Inc. MN, Rexton; and Sonova USA, Inc., Hansaton & Unitron.
11/26/18	Amendment to all contracts including updates to Medicare and Medicaid Healthcare Common Procedure Coding System (HCPCS).
09/01/18	All contracts extended through August 31, 2019, at the same terms and conditions, with price changes.
01/01/18	Unitron Hearing name change to Sonova USA, Inc. Assignment agreement from Phonak, LLC to Sonova USA, Inc.
10/04/17	Unitron Hearing contract address changed to 14755 27 th Ave. N., Plymouth, MN 55447.
09/26/17	Sivantos, Inc. MN contract address changed to 3033 Campus Drive, W125, Plymouth, MN 55441.



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.

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.

By: 

Signature

Richard Zrebiec

Printed Name

Title: Chief Financial Officer

Date: 8/26/2021

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 

A1E48AB0DEB54D8...

Title: Acquisition Management Specialist / Buyer

Date: 9/8/2021

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: 

288969CB31E54E4...

Date: 9/8/2021

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

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: _____