Amendment #4
EDS # ASA-9-9-12-10717

This is an Amendment to Quantity Purchase Agreement # 10717, for Serological Assays entered into by and between IDOA on behalf of All State Agencies (hereinafter referred to as "State") and Ortho Clinical Diagnostics, a Johnson & Johnson Company (hereinafter referred to as "Contractor") dated 06/27/2008. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

To take advantage of technology advancements, the State is adding Immunodiagnostic equipment and supplies as provided on Exhibit 1and incorporated herein by reference to the existing contract. All changes will take effect upon final State signature.

Total amount of this action is estimated at $1,425,880.20 Total remuneration of this contract is estimated not to exceed $2,000,000.00

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor: Ortho Clinical Diagnostics
A Johnson & Johnson Company

Signature: _____
Printed Name: Roland Rivera
Title: Contract Manager
Date: 10/14/2010

State of Indiana, Agency:

Signature: _____
Printed Name: Michael DuValle
Title: Director of Contract Management
Date: 11/22/10

Department of Administration

Jessica Robertson for
Robert D. Wynkoop, Commissioner

Date: 11/22/10

State Budget Agency

Jacka L. Wyatt for
Adam Horst, Director

Date: 12/2/10

Office of the Attorney General

Richard M. Bramer by
Gregory F. Zoeller, Attorney General

Date: December 6, 2010

Customer Name: INDIANA STATE DEPARTMENT OF HEALTH
Agreement Number: 01081853-128283-004

Ortho-Clinical Diagnostics
a Johnson & Johnson company

AMENDMENT TO SUPPLY AGREEMENT BETWEEN	
CUSTOMER	**SUPPLIER**
INDIANA STATE DEPARTMENT OF HEALTH **550 W 16TH ST STE B LABORATORIES** **INDIANAPOLIS, IN 46202-2218** **Attn:** **Phone:**	**Ortho-Clinical Diagnostics, Inc.** **1001 US Route 202** **Raritan, NJ 08869** **Attn: Roland Rivera**

Supplier shall complete the information below upon final execution of this amendment. The effective date for this amendment will be the later of the date indicated below or 3 days following receipt of signed amendment.

Original Agreement Number:	**114278-128283-000 (Quantity Purchase Agreement #10717)**	**Original Agreement Effective Date:**	**June 27, 2008**

OCD reserves the right to retract this amendment offer if not signed by customer by: December 31, 2010

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AGREEMENT SUMMARY

Ortho-Clinical Diagnostics, Inc., (hereinafter "Supplier") is a New York Corporation and a wholly owned subsidiary of Johnson & Johnson, a New Jersey corporation. INDIANA STATE DEPARTMENT OF HEALTH (hereinafter 'Customer') is located in INDIANAPOLIS, IN

WHEREAS, Ortho and Customer mutually desire to make certain modifications to the agreement as set forth below, subject to the terms and conditions set forth in this Amendment;

1. This Amendment (the "Amendment") to that certain Supply Agreement between Customer and Ortho-Clinical Diagnostics, Inc., ("Ortho") having an Effective Date as indicated above (the "Agreement") is entered into by and between Ortho and Customer. All capitalized terms not defined in this Amendment shall have the meanings ascribed to them in the Agreement.
2. All references in the Agreement or in any exhibit thereto (including without limitation in any Site Commitment Form executed in connection with the Agreement) to any of the products listed on the Product Supplement(s) attached hereto are hereby amended.
3. No provisions of the Agreement other than those mentioned herein shall be altered, amended or affected by this Amendment (except as may be required to give effect to the purposes expressed herein). All other terms and conditions of the Agreement shall remain in full force and effect.

Product Line	Amendment Effective	End	Term in Years	Equipment Acquisition	Group Purchasing Organization
Immunodiagnostics	11/1/2010	9/30/2014	4.0	Reagent Rental	

Signatures

CUSTOMER		SUPPLIER	
	Date	JEREMY E LYNN Account Manager	Date
			10/14/2010
	Date	ROLAND RIVERA Contract Manager	Date

Ortho-Clinical Diagnostics
a Johnson & Johnson company

Customer Name: INDIANA STATE DEPARTMENT OF HEALTH
Agreement Number: 01081853-128283-004

Product Supplement: Equipment Rental

CUSTOMER INFORMATION			
Group Purchasing Organization:		**Agreement Number:**	**01081853-128283-004**
Charge to:		**Ship to:**	
Customer Number:	00519905	Customer Number:	01081853
Name:	INDIANA STATE DEPARTMENT OF HEALTH	Name:	INDIANA STATE DEPARTMENT OF HEALTH
Attn:		Attn:	LABORATORIES
Address:		Address:	550 W 16TH ST STE B
City, State, Zip:	INDIANAPOLIS, IN, 46204-3021	City, State, Zip:	INDIANAPOLIS, IN, 46202-2218
Contact Name:		Contact Name:	
Contact Telephone:		Contact Telephone:	

EQUIPMENT				
Qty.	Product Code	Item	Rental Type	Term
1	6802783	VITROS 3600 IMMUNODIAGNOSTIC SYSTEM	Reagent Rental	48

SERVICE				
Qty.	Product Code	Item	Service Type	Term
1	6800344	ECi ANALYZER SERVICE AGREEMENT	Silver 8-5, M-F	48
1	6803961	Vitros 3600 Service Agreement	Silver 8-5. M-F	48

ACCESSORIES			
Qty.	Product Code	Item	Term
1	6803935	Powerware (9135/6kVA) UPS	48

OTHER PRODUCTS			
Qty.	Product Code	Item	Term
1	OTH01LIS	LIS INTERFACE	48
1	8042038	ANALYZER SHIPPING/HANDLING FEE	48

EXISTING RENTAL ITEMS				
Qty.	Buyout to	Item	Serial#	Original Contract #
1	Return	ECiQ ANALYZER	30004700	114278-128283-000
1	Restructure-FMV Rental 48 months	ECiQ ANALYZER	30004696	114278-128283-000
1	Restructure	LIS INTERFACE		114278-128283-000
1	Restructure	UPS-VITROS 250/350/ECi(2kVA)		114278-128283-000
1	Restructure	ANALYZER SHIPPING/HANDLING FEE		114278-128283-000

REMARKS / SPECIAL INSTRUCTIONS

The above reference 3600 and ECi equipment is under a FMV rental factor. OCD will retain title to this equipment throughout the contract term.

3600 equipment comes with 1-year standard 8AM to 5PM, Monday through Friday service warranty.

Customer is financing the cost of the Laboratory Information System Interface (the "LIS"). The cost of this LIS will not exceed $7,500.00 per 3600 analyzer. The Company will reimburse the Customer up to this amount upon receipt of proof of purchase of such LIS satisfactory to the Company.

Ortho-Clinical Diagnostics
a Johnson & Johnson company

Customer Name: INDIANA STATE DEPARTMENT OF HEALTH
Agreement Number: 01081853-128283-004

Immunodiagnostics Reagent Supplement

CUSTOMER INFORMATION			
Group Purchasing Organization:		**Agreement Number:**	**01081853-128283-004**
Charge to:		**Ship to:**	
Customer Number:	00519905	Customer Number:	01081853
Name:	INDIANA STATE DEPT OF HEALTH	Name:	INDIANA STATE DEPT OF HEALTH
Attn:		Attn:	
Address:		Address:	550 W 16TH ST STE B
City, State, Zip:	INDIANAPOLIS, IN, 46204	City, State, Zip:	INDIANAPOLIS, IN, 46202
Contact Name:		Contact Name:	
Contact Telephone:		Contact Telephone:	

Year 1	Add-On Applied	Product Code	Product Name	Annual Volume	Price	Annual Value
Hepatitis						
	*	6801428	ECi A-HBC 100 wells US	12,100	$3.0897/WL	$37,385.37
	*	6801425	ECi A-HBC IGM 52 wells US	364	$4.2876/WL	$1,560.69
	*	6801925	ECi A-HBS QUANT 100 wells US	14,700	$2.4726/WL	$36,347.22
	*	6801325	ECi A-HCV 100 wells US	33,600	$4.5296/WL	$152,194.56
	*	6801861	ECi A-HIV 1+2 100wells US	33,000	$3.1126/WL	$102,715.80
	*	6801322	ECi HBSAG 100 wells US	8,910	$2.3637/WL	$21,060.57
	*	8536195	ECi RUBELLA IGG 100 wells	500	$2.2644/WL	$1,132.20
	*	6801812	VITROS A-HAV IGM 100wells US	400	$3.7376/WL	$1,495.04
	*	6801823	VITROS A-HAV TOT 100wells US	500	$2.6178/WL	$1,308.90
Hepatitis TOTAL				104,074		$355,200.34

TOTAL	104,074	$355,200.34
Annual Price Increase:		2.00%
Term in Years:		4.00

*=Reagent with add-on

REMARKS / SPECIAL INSTRUCTIONS

Reagent Price Disclosure

To facilitate your record keeping and government reporting, we are supplying the following payment breakout. The information below describes the individual components that make up the bundled test price you are billed. This information is confidential and should not be disclosed to any third party except as required by law (i.e., tax reporting, government reimbursement).

Annual Summary

	Reagent	Capital	Service	Accessories	Other Products	Total
Total Annual Add-On Component	$223,796.51	$51,828.85	$23,937.02	$2,175.15	$53,462.81	$355,200.34
	Clinical Chemistry Add-On Detail					
	Immunodiagnostics Add-On Detail	$51,828.85	$23,937.02	$2,175.15	$53,462.81	
	ID-MTS Add-On Detail					

Ortho-Clinical Diagnostics
a Johnson & Johnson company

Customer Name: INDIANA STATE DEPARTMENT OF HEALTH
Agreement Number: 01081853-128283-004

Add-On Summary

CUSTOMER INFORMATION			
		Agreement Number:	**01081853-128283-004**
Charge to:		**Ship to:**	
Customer Number:	00519905	Customer Number:	01081853
Name:	INDIANA STATE DEPARTMENT OF HEALTH	Name:	INDIANA STATE DEPARTMENT OF HEALTH
Attn:		Attn:	LABORATORIES
Address:		Address:	550 W 16TH ST STE B
City, State, Zip:	INDIANAPOLIS, IN, 46204-3021	City, State, Zip:	INDIANAPOLIS, IN, 46202-2218

Business Segment: Immunodiagnostics,

Reagent Price Group: Hepatitis

Item #	Product	*Base Price	Capital Comp	Service Comp	Accessory Comp	**Other Product Comp	Total Bundled Price
6801425	ECi A-HBC IGM 52 wells US	$3.0250	$0.4980	$0.2300	$0.0209	$0.5137	$4.2876
6801322	ECi HBSAG 100 wells US	$1.1011	$0.4980	$0.2300	$0.0209	$0.5137	$2.3637
6801325	ECi A-HCV 100 wells US	$3.2670	$0.4980	$0.2300	$0.0209	$0.5137	$4.5296
6801428	ECi A-HBC 100 wells US	$1.8271	$0.4980	$0.2300	$0.0209	$0.5137	$3.0897
6801925	ECi A-HBS QUANT 100 wells US	$1.2100	$0.4980	$0.2300	$0.0209	$0.5137	$2.4726
6801812	VITROS A-HAV IGM 100wells US	$2.4750	$0.4980	$0.2300	$0.0209	$0.5137	$3.7376
6801823	VITROS A-HAV TOT 100wells US	$1.3552	$0.4980	$0.2300	$0.0209	$0.5137	$2.6178
8536195	ECi RUBELLA IGG 100 wells	$1.0018	$0.4980	$0.2300	$0.0209	$0.5137	$2.2644
6801861	ECi A-HIV 1+2 100wells US	$1.8500	$0.4980	$0.2300	$0.0209	$0.5137	$3.1126

REMARKS / SPECIAL INSTRUCTIONS

*2010 Non-Hospital IA Promotion pricing.

**Updated Annual Consumable value ($49,412) included in the price of the reaqents.

Ortho-Clinical Diagnostics
a Johnson & Johnson company

Customer Name: INDIANA STATE DEPARTMENT OF HEALTH
Agreement Number: 01081853-128283-004

Discount Disclosure

Agreement Number: 01081853-128283-004

INDIANA STATE DEPARTMENT OF HEALTH

The following discounts have been applied and are reflected in the net price shown on the Product Supplement(s).

Immunodiagnostics

Reagent/Injectible Discounts

Discount Name
2010 Non Hospital IA Promotion

REMARKS / SPECIAL INSTRUCTIONS