

Amendment # 4/Renewal # 2
EDS # ASA-0-20-11252

This is an Amendment to Quantity Purchase Agreement # 11252, LightCycler and MagNaPure Supplies entered into by and between IDOA on behalf of All State Agencies (hereinafter referred to as "State") and Roche Diagnostic Corporation (hereinafter referred to as "Contractor") dated 11/05/2009. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Consideration

The parties by mutual agreement may choose to allow a price increase effective January 1st of each year the contract remains in effect provided the Discount Off List Price remains constant or increases to a higher percentage allowing for further savings. The vendor is required to provide a minimum 30-day advance notice of the price increase to allow sufficient time to update the State of Indiana eProcurement system and make any necessary adjustments to future budget requirements.

Term (Renewal Option)

This Contract shall now be effective for a period of fourteen (14) months. This contract shall remain under the same terms and conditions of the original contract dated November 5, 2009 to include the above named amendment. The new contract term shall commence on November 5, 2011 and shall terminate on December 31, 2012.

Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Original Agreement

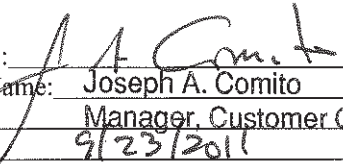
All other matters previously agreed to and set forth in the original agreement including all succeeding amendments and not affected by this Amendment shall remain in full force and effect.

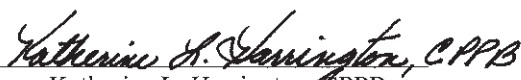
Non-Collusion and Acceptance

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.

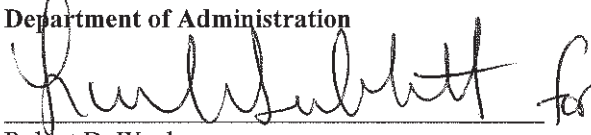
Contractor: Roche Diagnostics Corporation**State of Indiana Agency:**

Signature: 
Printed Name: Joseph A. Comito
Title: Manager, Customer Contracting Center
Date: 9/23/2011

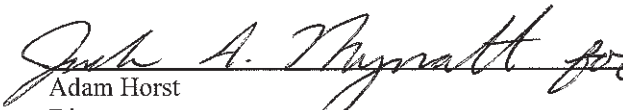
Signature: 
Printed Name: Katherine L. Harrington, CPPB
Title: Vendor-Contract Manager
Date: 09-23-11

Indiana Office of Technology**Department of Administration**

Not Applicable
Brian Arrowood
Chief Information Officer
Date: _____


Robert D. Wynkoop
Commissioner
Date: 9-28-11

State Budget Agency**Office of the Attorney General**


Adam Horst
Director
Date: 10.5.11


Gregory F. Zoeller
Attorney General
Date: 10/7/11