

Amendment #1/Renewal #1
EDS # ASA-1-013-12591

This is an Amendment to Quantity Purchase Agreement # 12591, for Infectious Disease Detection Reagents entered into by and between **IDOA on behalf of All State Agencies** (hereinafter referred to as "State") and **GEN-PROBE SALES & SERVICE, INC.** (hereinafter referred to as "Contractor") dated 12/27/2010. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract outlined below.

The parties by mutual agreement wish to add the Employment Eligibility Verification clause and renew the contract for one additional year. Four additional products are also being included and are listed below as "NEW". All changes will take effect January 1, 2012.

Line Item #	Item File Number	Description	Manufacturer Number	2012 Unit Price
1	000000000100131869	Kit, Aptima, HIV-1 RNA QL, 100 tests	302178	3,000.0000
2	000000000100131870	Kit, Aptima, HCV RNA QL, 100 tests	302179	3,000.0000
3	000000000100131871	Kit, Aptima, HIV QUAL, Calibrator	302782	650.0000
4	000000000100131872	Aptima QL Auto-Detect Reagents	302162	90.0000
5	000000000100131873	Kit, Accuprobe, Blastomyces Test, (B. Dermatidis); 20 tests	102890	430.0000
6	000000000100131874	Kit, Accuprobe, Histoplasma Test, (H. Capsulatum); 20 tests	102910	430.0000
7	000000000100131875	Kit, Accuprobe, Coccidioides Test, (C. Immitis); 20 tests	102895	430.0000
8	000000000100131876	Kit, Accuprobe, Tuberculosis Test, (M. Tuberculosis); 20 tests	102860	400.0000
9	000000000100131877	Tips, P1000 Style, 1000 ul	105049	162.0000
10	000000000100131878	Kit, Detection Reagent	201791	35.0000
11	000000000100131879	Sealing Cards, (35/Pkg)	102085	5.0000
12	000000000100131880	System Check Reagent Tubes, IVD, CDRH	301078	No Charge
New	000000000100164577	Kit, Accuprobe, Culture Identification Reagents 200 tests	102800	75.0000
New	000000000100164578	Kit, AccuProbe Mycobacterium Avium Complex Culture Identification 20 tests	102845	400.0000
New	000000000100164579	Kit, Accuprobe, Listeria Monocytogenes Culture Identification, 20 tests	102920-01	200.0000
New	000000000100164580	Print Paper for Luminometer-Leader 50	101847	6.00

Term (Renewal Option)

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract to include the above named amendment. The contract renewal term shall commence on January 1, 2012 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 terms, conditions, and 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.

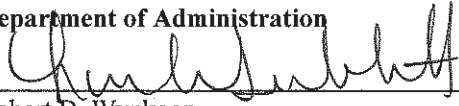
Contractor: Gen-ProbeSignature: Printed Name: Brian B. HansenTitle: Vice President Americas and Asia PacificDate: 12-27-11**State of Indiana Agency: IN Dept. of Administration**Signature: Printed Name: Katherine L. Harrington, CPPBTitle: Vendor-Contract ManagerDate: 01/06/12**Indiana Office of Technology**

Not Applicable

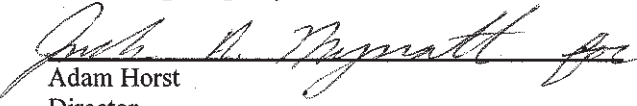
Brian Arrowood

Chief Information Officer

Date: _____

Department of Administration
Robert D. Wynkoop

Commissioner

Date: 1/9/12**State Budget Agency**
Adam Horst
DirectorDate: 1/16/12**Office of the Attorney General**
Gregory F. Zoeller
Attorney GeneralDate: 1/26/2012