



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A70-400-5756	2. Date prepared: 9/10/2007
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment#
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number:	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: 0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:

Year 2008	\$0.00
Year	\$
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 4/1/2007	12. To (month, day, year): 3/31/2008
13. Method of source selection: <input checked="" type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify) <input type="checkbox"/> Special Procurement	

35. Will the attached document involve data processing or telecommunications systems

Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
I.C. 4-30-8

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Contract is needed for preventive maintenance parts and labor for Steris sterilizers utilized in the ISDH laboratories.

38. Justification of vendor selection and determination of price reasonableness:

Vendor is the sole supplier for parts and service of existing ISDH equipment and pricing was deemed to be fair and reasonable based on competitive bidding.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

Contract was never fully signed by AG and is being sent to obtain signature

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved



22999-000

AGENCY INFORMATION

14. Name of agency: Department of Health	15. Requisition Number: 0000005756
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16. Address: 2 N. Meridian Street
Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name: David Gudal	18. Telephone #: 317/232-3468
19. E-mail address: dgudal@idoa.in.gov	

COURIER INFORMATION

20. Name: Margo Hood	21. Telephone #: 317-232-3034
22. E-mail address: mhood@idoa.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000018422	
24. Name: STERIS CORPORATION	25. Telephone #: 814-835-2590
26. Address: 5960 HEISLEY ROAD MENTOR, OH 44060	

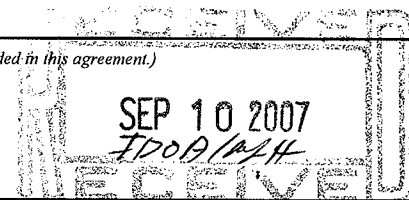
27. E-mail address: N/A

28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) ☒ Yes ☐ No

29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: <input type="checkbox"/> % Women: <input type="checkbox"/> %
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31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: <input type="checkbox"/> % Women: <input type="checkbox"/> %
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33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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RECEIVED

SEP 11 2007

OAG-ADVISORY

(rev. 02/06)

ADDENDUM

This Addendum is entered into by and between Indiana State Dept of Health ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Steris Corporation

Contractor Address:
2424 West 23rd Street
Erie, PA 1656-2921

Title of Form Contract: Preventive Maintenance Quotation

Attached Form Contract consists of 11 pages (with / without) terms on both sides.

This Contract shall be effective for a period of 12 months. It shall commence on November 1, 2006 or date of final State approval, whichever is later, and shall terminate on October 31, 2007 or 12 months after date of final approval, whichever is later.

Total consideration for term of the Contract is Seventeen thousand, two hundred thirty one dollars (\$ 17,231.00).

1. Deleted Provisions

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees

- H. Any provision modifying the statute of limitations provided by Indiana statute.
 - I. Any provision relating to the time within which a claim must be made or suit brought.
 - J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in **IC 4-13-2-20**
 - K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, **IC 5-14-3-3.5**
 - L. Any provision giving the Form Contract precedence over this Addendum
- No other clauses are deleted, unless specifically listed here _____.

The following terms and conditions are incorporated into and made a part of the Form Contract:

2. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

3. Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

4. Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.

5. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

6. Changes in Work

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the

State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

7. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.
- C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this

Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

8. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

9. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this contract shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract, the Contractor specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

10. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. The Contractor covenants promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

11. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

12. Continuity of Services

A. The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

13. Debarment and Suspension

A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

14. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

15. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot

resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
- C. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

16. Drug-Free Workplace Certification.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Option

If the State determines that it would be in its best interest to hire and employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or employee.

18. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

19. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

22. Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees

23. Information Technology Enterprise Architecture Requirements

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

24. Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State.
 2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence.
 3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State agency prior to the commencement of this Contract.

25. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and

common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

26. Licensing Standards

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor

27. Material Incorporated or Referred to in Contract

The Contractor has supplied herewith all written materials, documents, or instruments mentioned or referred to in the contract except, where applicable, user manuals which will be included with the equipment upon delivery and which do not alter the terms of this agreement.

28. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

29. Minority and Women's Business Enterprises Compliance. The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

provisions of any of the other documents identified in items (2), (3), (4) or (5) of the immediately preceding sentence, the terms and conditions of this Contract shall supersede and control.

34. Payments.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

35. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

36. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

37. Renewal Option

This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void. Any subsequent renewal of this contract may include an increase up to 10% per year at the sole discretion of the State.

38. Security and Privacy of Health Information

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The

30. Nondiscrimination.

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

31. Notices

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notice to the Agency shall be sent to:

Indiana State Dept of Health
Purchasing Section, 2 C
2 North Meridian St
Indianapolis, IN 46204

Notice to the Contractor shall be sent to:

Steris Corporation
2424 West 23rd Street
Erie, PA 16506-2921

Payment to the Contractor shall be sent to:

As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by Contractor with the Auditor of State.

32. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.

33. Order of Precedence

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) Solicitation Number, (4) Contractor's response to solicitation number, and (5) attachments prepared by the Contractor. In the event of any conflict between the terms and conditions of this Contract and the

Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

39. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

40. Substantial Performance

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

41. Taxes

The State of Indiana is exempt from state, many federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

42. Termination for Convenience

This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

43. Termination for Default

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor fails to:
 - 1. Correct or cure any breach of this contract;
 - 2. Deliver the supplies or perform the services within the time specified in this contract or any extension;
 - 3. Make progress so as to endanger performance of this contract; or
 - 4. Perform any of the other provisions of this contract.
- B. If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property.

Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

44. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines. (Financial management Circular (2003-1).

45. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

46. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

47. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses in any way except for the following clauses which are identified by name below:

#37- 10% escalation added to renewal clause

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, 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 Contract other than that which appears upon the face of this Contract.

Solicitation #:

Page No: 24 of 24

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:
Steris Corporation

State of Indiana Agency:
Indiana State Dept of Health

Signature: Mike Reske
Printed Name: Mike Reske
Title: Director, Service Support
Date: 9/27/06

Signature: [Signature]
Printed Name: LAURE R. HOOVER
Title: CFO
Date: 11/17/06

Indiana Office of Technology

N/A

Berry Weaver, Chief Information Officer

Date: _____

Department of Administration

Katherine A. Harrington, CPPB
for Carrie Henderson
Commissioner
Date: 04-03-07

State Budget Agency

Delegated by FMC 98.2
Charles E. Schalliol
Director
Date: _____

Office of the Attorney General

[Signature]
Stephen Carter
Attorney General
Date: 9-12-07

STERIS®



STERIS Corporation
2424 West 23rd Street
Erie, PA 16506-2921 • USA
800-333-8828

Preventive Maintenance

QUOTATION

INDIANA STATE DEPARTMENT OF HEALTH BT/CT MODULAR
LABORATORY (11692)
7230 WESTERN SELECT DR
INDIANAPOLIS, IN 46219 US

STERIS Quote No: DKING267594

Revision No: 6

Date: October 2, 2006

Submitted By:

Dennis King, Service Specialist
Calvin Robinson, District Service Manager

ATTN: Mark P. Glazier (Fax: 317-233-8063) (Phone: 317-233-8000)

STERIS is pleased to make the following proposal for your consideration:

SPL.T - Platinum - Parts & Labor - The Platinum Agreement is a *fully comprehensive agreement* with the exception of existing parts exclusions (see STERIS standard PM Maintenance Terms & Conditions). It includes all parts and labor to perform preventive maintenance per the Preventive Maintenance Check List (PMCL) (or as noted in an agreement addendum if applicable), as well as *all* repairs, scheduled and unscheduled. Existing parts exclusions still apply. It includes full unscheduled call coverage excluding those resulting from operator error, poor facilities or equipment abuse. All replaced parts and actual labor performed have a 90 day warranty. All labor provided during Principal Period of Maintenance (PPM) between 8:00 and 5:00 Monday to Friday excluding holidays. Labor performed outside the PPM will be invoiced at the current after hour rates unless Overtime Options have been included as part of the agreement.

A PM Parts and Labor Preventative Maintenance Program with NIST Certified Calibration for your review and approval.

If approved, you may fax a signed copy of this proposal with your Purchase Order No. to 814-870-8841.

NOTICE: Sale of any Products or Services covered by this quotation is conditioned upon Buyer's assent to the terms contained herein (including the Terms and Conditions of Sale and/or the Installation Terms and Conditions included on the last page(s) of this quotation). Any additional or different terms proposed by Buyer are hereby objected to and will not be binding upon STERIS unless specifically assented to in writing by STERIS' authorized representative in Mentor, Ohio.

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Date: October 2, 2006

Item	Equipment #	Description	Quantity	Extended Discount Price
1.0000	SE01-217-31 Serial Number: R811190401	PM Parts and Labor 20" VAc, Decon, Sterilizer	1	6,516.00
2.0000	SE60-004-22 Serial Number: R811190401	Annual NIST Certified Calibration 20" Sterilizer	1	1,250.00
3.0000	SE60-200-12 Serial Number: 012880348	PM Parts and Labor Modular VHP	1	3,700.00
4.0000	SE60-200-22 Serial Number: 012880348	Annual NIST Certified Calibration Modular VHP	1	2,365.00
5.0000	SE60-205-12 Serial Number: 013500314	PM Parts and Labor VHP ED1000	1	3,400.00
6.0000	CALIBRATION Serial Number: 013500314	Annual NIST Calibration Part of Original Purchase	1	0.00
Currency: USD				QUOTE TOTAL 17,231.00

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Certified Instrument Calibration

STERIS's Calibration program provides on-site calibration of process measuring instrumentation for manufacturing and manufacturing-support equipment, e.g., sterilizers, washers, stills, steam generators and VHP products. Calibration service is performed to ensure accurate measurements, readings and controls from process measuring instrumentation.

Data from instrument to be tested will be recorded, included units of measure, point of use, and tested manufacturers equipment accuracy. Customer's SOP may be used to determine the calibration and/or verification points.

Instrumentation adjustments will be made as a result of "out of tolerance" conditions, and corrections documented on the final Instrument Calibration report.

Calibration/verification stickers will be placed on each instrument tested, which include:

Name of measuring instrument tested
Date test was completed
Testing due date
Name of AMSCO Instrumentation Technician
Control number

Definitions:

Calibration - Testing at a minimum of 1 point within the OEM's range of the instrument;

Verification - Testing at 3 points within the OEM's range of the instrument, when possible.

TERMS & CONDITIONS:

Uninterrupted use of the equipment must be provided throughout performance of the services. Any repair of the equipment instrumentation other than normal calibration adjustments made by the calibration technician will be invoiced at the prevailing hourly rate.

Unscheduled calibration, necessary due to failure or malfunction of a component, will be billed on a "time and material" basis.

Since calibration of the instrumentation may be affected by the abuse or misuse of the equipment, operator error, drift of the instruments, or unauthorized adjustments of the instrumentation, STERIS is not responsible for any legal penalties or consequential damages resulting from changes in calibration due to the

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above mentioned clause.

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By: *Dennis King Jr*
Dennis King
Service Specialist
Calvin Robinson
Calvin Robinson
District Service Manager

Accepted For:
INDIANA STATE DEPARTMENT OF HEALTH BT/CT
MODULAR LABORATORY (11692)

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

STERIS Corporation
2424 West 23rd Street
Erie, PA 16506
Tel: 800-333-8828
Fax: 814-870-8841

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NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: Net 30 Days

Terms of Shipping: PPD/ADD

FOB: FOB Origin

In order to expedite handling, please include the following information on your purchase order:

- Proof of tax exemption, if applicable
- Payment Terms (Number of billings per year: Monthly, Bi-Monthly, Quarterly, Tri-Annual, Semi- Annual, Annual)
- Contact Name and Phone Number
- Ship to and bill to address

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STERIS/CUSTOMER RESPONSIBILITY: TERMS AND CONDITIONS OF PREVENTATIVE MAINTENANCE

1. Terms and Conditions:

- (a) The terms and conditions set forth in this Agreement ("STERIS's Terms") apply to all Services sold or provided by STERIS pursuant to this Agreement. The terms and conditions contained in or referenced by any purchase order or other document issued by Subscriber shall not take precedence over STERIS's Terms unless signed by an authorized representative of both STERIS and Subscriber. No course of dealing, custom or usage that is contrary to STERIS's Terms shall apply.

- (b) STERIS reserves the right to correct any typographical or clerical errors in price, specifications, quotations or acknowledgements.

2. Services:

Subscriber has selected from the service options described in Attachment A (each a "Service Option") for each piece of equipment listed on Attachment B (the "Equipment"). The Service Options selected by Subscriber are referred to in this Agreement as the "Services". STERIS agrees to provide Subscriber with the Services according to the terms and conditions of this Agreement.

3. Service Parameters:

STERIS will perform the Services according to the following parameters and in accordance with the Service Options selected by Subscriber:

- (a) Recall Alerts - STERIS will provide a recall alert monitoring and notification service for STERIS equipment.

- (b) Documentation - The parties agree to provide each other with the following documentation with respect to the Equipment:

(i) an accurate inventory of the Equipment, the current form of which is attached hereto as Attachment B (the "Equipment List").

(ii) Subject to the confidentiality obligations contained in Section 13 below, STERIS will provide Subscriber with copies of all field service corrective maintenance work orders related to the Equipment that is owned or operated by Subscriber.

- (c) Normal Working Hours - The Services will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Services not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth on Attachment A.

- (d) Response Time - STERIS will provide the following response times for unscheduled service calls placed through the STERIS Call Center at 1-800-333-8828: (i) initial phone contact with the Subscriber within four (4) hours and (ii) on-site service within 48 hours. All response times are in accordance with Section 3(c).

4. Term and Termination:

- (a) Initial Term and Renewal - The initial term of this Agreement shall be _____ (____) year from the Effective Date (the "Initial Term"). The Initial Term, and any Renewal Term (as defined herein), shall automatically renew for an additional one (1) year term (each a "Renewal Term") unless either party provides at least sixty (60) days written notice to the other prior to the expiration of the Initial Term or any Renewal Term.

- (b) Termination - Either party may terminate this Agreement with or without cause by providing at least ninety (90) days prior written notice to the other party.

- (c) Termination for Breach - This Agreement may also be terminated by either party in the event of a material breach of the terms of this Agreement by the other party, provided that the breaching party shall have a period of sixty (60) days following receipt of written notice of an alleged breach of any of the terms of this Agreement within which to correct such breach. If the breach is not corrected within that period, the non-breaching party may terminate this Agreement immediately by providing written notice of termination. Payment and service will continue until the effective date of the termination. This Agreement shall be automatically terminated, however, as to any item of Equipment at the time that such item leaves the exclusive control of Subscriber.

- (d) Refunds/Cancellation Charges - If this Agreement is terminated by Subscriber other than in accordance with Section 4(c) above, Subscriber will pay to STERIS the difference, if any, between (i) the value of the Services provided by STERIS during the then current term of this Agreement, as calculated at STERIS's then current time and material rates, as of the effective date of such termination and (ii) the total fees paid by Subscriber during the then current term of this Agreement as of the effective date of such termination. The parties acknowledge and agree that the payment contemplated by this Section 4(d) is not a penalty, but is instead a reasonable attempt to quantify the damages to STERIS in the event of the termination contemplated by this Section 4(d) and that this Section 4(d) is reasonable under the circumstances.

5. Pricing and Payment:

- (a) Pricing - The prices for the Services are set forth in Attachment B attached hereto (the "Prices"). The Prices shall be firm for the first year of the Initial Term. Thereafter, STERIS shall have the right to increase the Prices on an annual basis. These changes will be communicated in writing via the renewal documents to the Subscriber prior to the expiration of the current agreement.

- (b) Taxes - All charges are exclusive of applicable federal, state or local taxes. Unless Subscriber supplies an exemption or direct payment certificate, Subscriber shall pay, or reimburse STERIS for paying, any such taxes and

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STERIS may add such taxes to its invoices.

- (c) Payment - Invoices shall be sent to Subscriber on a monthly basis. Subscriber shall pay all invoices within thirty (30) days of receipt. STERIS may assess interest charges for late payment at the rate of 1 1/2% per month or the highest rate allowed by law, whichever is less, and Subscriber agrees to pay such charges. STERIS will be relieved of any obligation to render Services during the period of time in which Subscriber's account is in arrears, provided that STERIS has given Subscriber thirty (30) days prior written notice. STERIS shall not be obligated to make up or provide reimbursement for Services not performed as a result of Subscriber's delinquent account status.

- (d) Exclusions - The Services do not include, and Subscriber agrees to pay STERIS at its then-prevailing labor rates and parts prices for, any services not included in the Service Option selected by Subscriber for any given piece of Equipment, including, without limitation, the following:

- (i) Equipment overhauls, welding, rebuilds, upgrades and/or relocations, door assemblies, Surgivision Light cameras, monitors or recorders, pumps or motors with a sale price of greater than \$1,500.00, generators, water tanks, reservoirs, SYSTEM 1 trays, and SYSTEM 1 lids.
- (ii) Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, surgical lamps, light handles, batteries, and all hydraulic oils.
- (iii) Surgical table accessories.
- (iv) Visits made at Subscriber's request to perform Services on Equipment which was not available or which could not be located.
- (v) Services requested by Subscriber due to failure of defective accessory items.
- (vi) Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS.
- (vii) Parts, manuals and/or labor found necessary to bring Equipment up to normal operating condition during the Pre-PM Inspection, provided that if Subscriber does not wish to bring the Equipment up to normal operating condition, STERIS will delete the Equipment from the Equipment List.
- (viii) Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party, or other acts beyond the reasonable control of

6.

Additions or Deletions of Equipment:

- (ix) STERIS, or where STERIS determines that in fact no repair is actually required; Parts or labor required for recall or safety-oriented modifications to non-STERIS Equipment;
- (x) Any repairs which are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide Subscriber with a written estimate in such cases);
- (xi) Services performed outside of Normal Working Hours, unless work outside Normal Working Hours is provided for in the Equipment List; and
- (xii) Service lines, shut off valves, disconnect switches, or other components not a part of the Equipment unless otherwise specified.

- (a) Additions or deletions of Equipment to or from the Equipment List may be made at any time, subject to both the inspection contemplated by Section 6(c) below and to the advance written agreement of both STERIS and Subscriber. Additions to contract after the 15th (fifteenth) of the month will be effective the 1st (first) of the following month. Additions to contract made before the 15th (fifteenth) of the month will be eligible for immediate coverage but will be invoiced for the entire month. Deletions may be made only where Equipment has been taken out of service. If Subscriber elects to keep an item of Equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, Subscriber will assume full responsibility for that decision and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of Subscriber or STERIS.

- (b) Prior to the addition of any equipment to the Equipment List during the term of this Agreement, a Pre-PM inspection may be required to verify that the equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at Subscriber's expense.

Equipment Manuals:

Subscriber will be responsible for acquiring any necessary operating and maintenance manuals for non-STERIS equipment covered under this Agreement. The cost of such manuals will be paid by Subscriber.

Subscriber's Responsibilities:

- (a) Access to Equipment - Subscriber shall provide STERIS's personnel with free and safe access to the Equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate services such as electrical power, water, etc.) in said representative's performance of the Services. Subscriber will make all Equipment available for the Services as scheduled. STERIS will not be responsible for providing the Services for Equipment that is not made available.

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7.

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- (b) Current Vendors - Subscriber, as a contractor of current service vendors, will be responsible for paying (i) any amounts owed to a vendor that is terminated as a result of this Agreement or (ii) any amounts owed to STERIS for Services performed prior to the time this Agreement either terminates or expires.
- (c) Employee Training - Subscriber acknowledges that it is the responsibility of Subscriber for ensuring that all personnel permitted to operate the Equipment will be adequately trained and supervised and that the Equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.
- (d) Parking - Subscriber will provide STERIS personnel with suitable parking facilities, at no charge, while performing the Services.
- (e) Unauthorized Repair Personnel - Subscriber will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment.
- (f) Invoices - With respect to services or parts provided by STERIS which are excluded from the Services under the terms of this Agreement, such services or parts will be charged at STERIS's then-prevailing rate. Subscriber will maintain a standing purchase order to cover any such service and parts billing, and will pay all such charges in full within thirty (30) days of the date of STERIS's invoice. While payment for such services is not part of the Services, the rendering of such additional services shall otherwise be subject to the terms and conditions of this Agreement, notwithstanding the provisions of any purchase order issued by Subscriber.
- (i) Hazard Communication - Subscriber will provide STERIS with information as to all known hazards or hazardous materials which STERIS's personnel may encounter when working on Equipment and in the environments within which Equipment is located.
- Excused Performance:
- STERIS's obligation to provide the Services will be relieved during any period during which STERIS's employees do not have access to Equipment by reason of war, act of terrorism, military action, nuclear hazard, energy shortage, government action, labor unrest, fire, act of God, or any other reason not within STERIS's reasonable control. It is understood that certain manufacturers of Equipment may have or may hereafter adopt a policy whereby replacement parts will be sold only to Equipment users. In the event that STERIS notifies Subscriber that a part or parts cannot be obtained directly from a manufacturer by STERIS, Subscriber will use its best efforts to obtain such parts directly from the manufacturer or assist STERIS in obtaining such parts. If a part or parts are so purchased by Subscriber, STERIS will credit Subscriber's account for the cost of such part or parts. STERIS will not be responsible if Equipment is removed from service by virtue of its or Subscriber's inability to obtain necessary replacement parts.

10. Limited Warranty:

STERIS warrants that the Services and parts, and the labor associated with such parts, provided hereunder will be free from defects in material and workmanship under normal use and operation for a period of ninety (90) days from the date provided (the "Warranty Period"). During the Warranty Period, STERIS will repair such defects or replace any defective parts or labor at STERIS's expense. All replacement parts (whether new or reconditioned) will be of equivalent quality to the parts replaced, and replaced parts will become the property of STERIS. Parts generally considered as expendable during normal use are not covered under this warranty, nor is any repair or part replacement made necessary by operator error, misuse, abuse, improper operation, defective accessories, being dropped, fire, loss, theft, power failure, negligence by any party other than STERIS, or other acts or omissions beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required. EXCEPT AS PROVIDED HEREIN, STERIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER HEREOF. SERVICES TO BE PERFORMED BY STERIS PURSUANT TO THE TERMS HEREOF, OR PARTS TO BE SUPPLIED HEREUNDER.

Limitation of Liability:

In no case, whether as a result of breach of contract, breach of warranty or tort (including STERIS's or Subscriber's willful acts or negligence or strict liability) shall STERIS or Subscriber be liable to the other for any consequential or incidental damages incurred by the other, including but not limited to loss of revenue, profits or goodwill.

Indemnity:

Nothing contained in this Agreement is intended to relieve either STERIS or Subscriber from claims, liability, damages or expenses resulting from bodily injury, including death, or from property damage incurred due to the willful acts, the negligence or the strict liability of that party. STERIS agrees to defend, indemnify and hold Subscriber harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death, to employees of STERIS or Subscriber or to third parties and for property damage to the extent caused by the willful acts or the negligence of STERIS or the strict liability of STERIS. Subscriber agrees to defend, indemnify and hold STERIS harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death, to employees of Subscriber or STERIS or to third parties and from property damage to the extent caused by the willful acts or the negligence of Subscriber or the strict liability of Subscriber.

Non-Disclosure:

Subscriber acknowledges that in the course of preparing to perform and performing its obligations under this Agreement, STERIS has spent and will spend considerable effort and expense in compiling information and developing maintenance schedules, reports, protocols and procedures for STERIS's use in administering this Agreement. Portions of this information, including but not limited to maintenance schedules, reports, compilations of information, procedure manuals and forms, may be provided to Subscriber and its employees from time to time in written materials (the "STERIS Materials"). In addition, STERIS will make use of a computer system utilizing custom

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software developed by STERIS at great expense (the "STERIS Software"). Subscriber acknowledges that the STERIS Materials, STERIS Software, and the compilations of data prepared for use with the STERIS Software are the property of STERIS; agrees to treat them as confidential; agrees not to permit their disclosure to any third party; and agrees not to copy or use the STERIS Materials or STERIS Software except in accordance with this Agreement. Upon termination of this Agreement, Subscriber agrees to return all STERIS Materials, STERIS Software, or any copies thereof which are within its possession or control (other than reports which have been delivered to Subscriber by STERIS and which must be maintained by Subscriber for regulatory compliance) to STERIS and to refrain from making any claim to or use of the STERIS Materials, STERIS Software and related compilations of data. STERIS agrees that all information of Subscriber which is marked "Confidential" and which comes into STERIS's possession during the term of this Agreement will be treated as such, will be used only for provision of the Services, and will not be disclosed by STERIS to third parties.

14. Non-Solicitation:

For the duration of this Agreement and for a period of two (2) years thereafter, Subscriber agrees not to solicit for employment or employ any STERIS technician or manager who has been engaged in providing services in connection with this Agreement. Due to the difficulty of ascertaining damages in the event of a breach of this provision, Subscriber agrees to pay STERIS as liquidated damages a sum equal to twelve (12) months pay for each hired technician or manager at the rate of the last full month of employment with STERIS. This change shall be in addition to, and not in lieu of, the Company's right to terminate this contract pursuant to Section 4, obtain an injunction against the continued employment of the covered employee, as well as to pursue any other legal or equitable remedies which may be available.

15. Notices:

Any notice, instruction or other document pertaining to this Agreement shall be in writing and shall be delivered personally or sent by United States certified mail, return receipt requested, and addressed to Subscriber or STERIS as shown on the face of this contract, unless otherwise specified.

16. Severability:

Any portion of this Agreement found to be invalid by a court of competent jurisdiction shall not be cause for the cancellation or invalidation of the remaining clauses of this Agreement.

17. Waivers:

The failure to enforce any term of this Agreement by either party shall not act as a waiver of that party's right to insist on later performance of that or any other term of this Agreement, nor shall it act as a waiver of any of the party's rights with respect to the non-performance.

18. Independent Contractor:

STERIS and Subscriber hereby acknowledge that STERIS shall perform the Services

19. for Subscriber as an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between STERIS and Subscriber.

Complete Agreement, Modification and Applicable Law:

This Agreement, including the Attachments hereto, constitutes the entire agreement and understanding between the parties hereto and supercedes all other agreements (whether written or oral) with respect to the subject matter hereof. No waiver or modification shall be effective unless in writing and signed by an authorized representative of each party. No course of dealing or trade usage not contained herein will be binding upon the parties hereto. This Agreement shall be governed by the laws of the State of Ohio. The parties hereby consent to the jurisdiction of the state and federal courts located in the State of Ohio as the appropriate forum for the resolution of any dispute arising hereunder.

WHEREFORE, intending to be legally bound, the parties have executed this Agreement to be effective as of the Effective Date.

SUBSCRIBER

STERIS CORPORATION

By: _____
Name: _____

By: _____
Name: _____

Title: _____

Title: _____

INDIANA STATE DEPARTMENT OF HEALTH BT/CT
MODULAR LABORATORY (11692)

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Date: October 2, 2006

ATTACHMENT A

SERVICE OPTIONS & PRICING

A. Service Options: The following Service Options shall be offered to Subscriber:

	Bronze	Bronze Plus	Silver	Gold	Platinum	First Year PM
PM Labor	X	X	X	X	X	X
PM Parts			X	X	X	X
Repair Labor		X		X	X	X
Repair Parts				X	X	X

1. Platinum Level Service: Platinum Level Service includes all parts and labor to perform (i) scheduled preventive maintenance in accordance with STERIS's then current Preventive Maintenance Check List ("PMCL") and (ii) unscheduled repair visits, provided that parts required during unscheduled repair visits are subject to the parts exclusions as outlined in Section 5(d).
2. Gold Level Service: Gold Level Service includes (i) all parts and labor to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL and (ii) all labor to perform unscheduled repair visits.
3. Silver Level Service: Silver Level Service includes all parts and labor to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL.
4. Bronze Plus Level Service: Bronze Plus Level Service includes all labor (i) to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL and (ii) to perform unscheduled repair visits. Parts required to perform scheduled preventive maintenance or to perform unscheduled repairs must be purchased by Subscriber prior to a visit by the STERIS Field Service Representative.
5. Bronze Level Service: Bronze Level Service includes all labor to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL. Parts required to perform scheduled preventive maintenance must be purchased by Subscriber prior to a visit by the STERIS Field Service Representative.
6. 1st Year Preventive Maintenance Service Option: During the warranty period for new Equipment purchased by Subscriber, Subscriber will have a 1st Year Preventive Maintenance Service Option. The 1st Year Preventive Maintenance Service Option includes all parts (if applicable) and labor to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL. Parts and labor for unscheduled repair visits during the warranty period are covered by the standard equipment warranty.
7. Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours. Overtime coverage options must be noted on the Equipment List and are as follows:

Overtime Coverage Options:

Option	Hours	Description
PM Late	M-F 5PM-12:00AM	Provides scheduled PMs during the hours indicated,

excludes holidays.
PM 24x7 M-F 24 hrs Provides scheduled PMs during the hours indicated, excludes holidays.
OT 24x7 24x7 Provides unscheduled maintenance at any time, includes holidays.

8. Additional Service Options: In addition to the Service Options set forth in paragraphs 1-7 above, Subscriber may select from one or both of the following additional Service Options. If selected, the prices for additional Service Options selected by Subscriber shall be set forth on the Equipment List and such prices are not included in the price for the other Service Options selected by Subscriber. The following additional Service Options may be selected by Subscriber on the Equipment List for any piece of Equipment:

(a) Chamber Cleaning - STERIS will provide periodic interior surface cleaning of the chamber walls of certain sterilizers included on the Equipment List. Unless otherwise included in the Service Option selected by Subscriber, the chamber cleaning services do not include any repairs or maintenance service that may be discovered during the course of the chamber cleaning services. All chemicals and equipment used in connection with such chamber cleaning services will be provided by STERIS. The Equipment List indicates the frequency of the chamber cleaning that is included in the Services.

(b) Calibration Services - STERIS will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services. The Equipment List indicates the frequency of the calibration services that is included in the Services.

B. Prices:
1. Prices: During the Initial Term of this Agreement, the Prices for the Service Options for each piece of Equipment selected by Subscriber are listed on Attachment B.

2. Zone Charges (flat travel fee from STERIS primary technician's residence for unscheduled, billable work):

a. Zone 1	0-100 miles	Prevailing Rates
b. Zone 2	101-250 miles	Prevailing Rates
c. Zone 3	251-500 miles	Prevailing Rates
d. Zone 4	> 500 miles	Prevailing Rates