

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

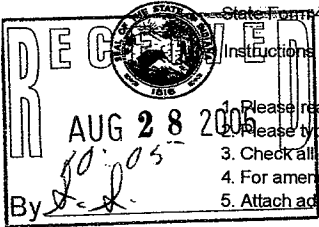
1. Please read the guidelines on the back of this form.

2. Please type all information.

3. Check all boxes that apply.

4. For amendments / renewals, attach original contract.

5. Attach additional pages if necessary.



2506

10-27
DS

1. EDS Number: A70-5-2020	2. Date prepared: 8/27/2006
------------------------------	--------------------------------

3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input checked="" type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input checked="" type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>2</u>
<input type="checkbox"/> MOU	<input checked="" type="checkbox"/> Renewal # <u>3</u>
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number: 1000-10400.537800	5. Account Name: DEPARTMENT OF HEALTH
6. Total amount this action: \$40,000.00	7. New contract total: \$160,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2007	\$160,000.00
Year	\$
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/12/2003	12. To (month, day, year): 4/30/2007
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP#	<input checked="" type="checkbox"/> Special Procurement
<input type="checkbox"/> Other (specify)	

AGENCY INFORMATION

14. Name of agency: Department of Health	15. Requisition Number: 0000003975
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Carolyn Awishes	18. Telephone #: Unknown
19. E-mail address: cawishes@isdh.in.gov	

COURIER INFORMATION

20. Name: Mark Hempel	21. Telephone #: 317-232-2498
22. E-mail address: mhempel@doa.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000002492	
24. Name: GENESIS SYSTEMS INC	25. Telephone #: UNKNOWN
26. Address: 3601 NORTH PROGRESS AVE SUITE 200 HARRISBURG, PA 17110	
27. E-mail address: Unknown	

RECEIVED

SEP 12 2006

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

OAG CONTRACTS

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: <input type="checkbox"/> %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: <input type="checkbox"/> %

31. Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: <input type="checkbox"/> %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: <input type="checkbox"/> %

33. Is there Renewal Language in the document? <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
---	---

35. Will the attached document involve data processing or telecommunications systems(s)? ☒ Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 5-22-10

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Amendment to add required contract language and renewal for an additional 12 months.

38. Justification of vendor selection and determination of price reasonableness:
Contractor is sole provider of software maintenance.

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

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 9/6/06
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 10-10-06	46. Agency representative receiving from AG	47. Date Approved

Contract Amendment # 2Renewal # 3

This is an Amendment/Renewal to the Contract entered into by and between the **Indiana State Department of Health** (hereinafter referred to as "State") and **Genesis Systems, Inc.** (hereinafter referred to as "Contractor") dated September 12, 2003. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

To change and add the following clauses to the existing contract:

Compliance with Laws. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required here by to be included herein are hereby incorporated by reference. The enactment of any state and federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

a. 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.

b. The Contractor certified by entering into this Agreement, 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 payment in arrears and currently due to the State of Indiana may be withheld for payments, due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

The Contractor warrants that it has no current 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 Agreement.

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 outlining herein. A determination by IDOA shall be binding on the parties.

Any payment 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.

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 is a material breach of the contract and ground for immediate termination of the Agreement and denial of further work with the State.

The Contractor hereby affirms that it is properly registered and owed not outstanding reports with the Indiana Secretary of State.

Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments or its liability to the State and has submitted proof of such payment to the State.

c. As required by IC 4-13-2-14.8: Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credit. For forms and additional information see the Auditor of State's website at www.in.gov/auditor/forms.

COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

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) IC24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulations 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 if 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) exempt for de minimis and nonsystematic violations, has not violated the terms of IC24-4.7 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 24-4.7 is preempted by federal law.

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 dated September 12, 2003 to include the above named amendment. The contract term shall commence on September 12, 2003 and shall terminate on April 30, 2007.

Total amount of this action is \$40,000. Total remuneration of this contract is not to exceed \$160,000.

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

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the

firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

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

Contractor:

Signature: Richard J. Huber
Printed Name: RICHARD J. HUBER
Title: CEO/Treasurer
Date: 4/30/06

State of Indiana Agency:

Signature: Lance Rhoads
Printed Name: Lance Rhoads
Title: CFO
Date: 7/6/06

Department of Administration

Mark A. Dwyer for
~~Earl A. Goode~~ CARRIE HENDERSON
Commissioner
Date: 9/5/2006

By: Wm. Pierce for
Printed Name: Karl B. Browning
Title: Chief Information Officer
Date: 5-Sep-2006

State Budget Agency

Charles E. Schalliol for
Charles E. Schalliol
Director
Date: 9/6/2006

Office of the Attorney General

Donna S. Seabrook for
Stephen Carter
Attorney General
Date: 10-10-06