

## 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.

MAY 7 2008

3/28

By [Signature]

3543

1. EDS Number:

A70-6-2239

2. Date prepared:

5/7/2008

## 3. CONTRACTS &amp; LEASES

☐ Professional/Personal Services☐ Grant☐ Lease☐ Attorney☐ MOU☐ QPA☐ Contract for procured Services☒ Maintenance☐ License Agreement☒ Amendment# 3☒ Renewal # 3☐ Other

## FISCAL INFORMATION

4. Account Number:

1000-10400.537800

5. Account Name:

DEPARTMENT OF HEALTH

6. Total amount this action:

\$56,466.00

7. New contract total:

198,954.00

8. Revenue generated this action:

\$0.00

9. Revenue generated total contract:

\$0.00

10. New total amount for each fiscal year:

Year 2006 \$43,442.00

Year 2007 \$47,325.00

Year 2008 \$51,721.00

Year 2009 \$56,466.00

## TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year):

7/1/2007

12. To (month, day, year):

6/30/2009

13. Method of source selection:

☒ Bid/Quotation☐ Emergency☐ Negotiated☐ Special Procurement☐ RFP#☐ Other (specify)

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):

IC-5-22-6

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

This is a contract amendment to add newly promulgated contract language and renew contract term for additional 12 month term. Original contract was put in place for maintenance/support of SAS software.

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

Contractor was lowest responsible bidder on solicitation issued.

RECEIVED

MAY 29 2008

OAG-ADVISORY

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

43. Date Approved

44. Attorney General's Office approval

45. Date Approved

46. Agency representative receiving from AG

47. Date Approved



13271-003

5/8/08

Contract Amendment # 2 /Renewal # 3

This is an Amendment/Renewal to the Contract entered into by and between (Agency) Indiana State Dept of Health (hereinafter referred to as "State") and (Vendor) Executive Information Systems (hereinafter referred to as "Contractor") dated (Original Date) 7/1/05. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

To replace the existing Confidentiality of Data, Property Rights in Products, and Copyright Prohibition and the Confidentiality of State Information with the following:

**Confidentiality of State Information**

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

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Attached hereto and incorporated herein by reference as Exhibit n/a is a copy of Contractor's internal privacy/confidential information policy. Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

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 (Original Date Contract Started) 7/1/05 to include the above named amendment. The contract term shall commence on (Original Date of Contract) 7/1/05 and shall terminate on (New contract end date) 6/30/09.

In accordance with the original contract/grant an increase of up to 10% or \$5,172.10 shall be allowed during this renewal period.

Total amount of this action is (amount of action) \$56,466.00. Total remuneration of this contract is not to exceed (Amount not to exceed. This must include all renewal amounts) \$198,954.00.

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

**Non-Collusion and Acceptance**

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

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

**Contractor:**

**Executive Information Systems, Inc.**

Signature: [Signature]  
Printed Name: CHRISTOPHER M DELAUTER  
Title: ACCOUNT MANAGER  
Date: 4-4-08

**State of Indiana Agency:**

**Indiana State Dept of Health**

Signature: [Signature]  
Printed Name: BARRY D. STANAGAN  
Title: Deputy Director of Business Processes  
Date: April 16, 2008

**Indiana Office of Technology**

[Signature]  
Gerry Weaver  
Chief Information Officer  
Date: 15-May-2008

**State Budget Agency**

[Signature] (for)  
Christopher A Ruhl  
Director  
Date: 5/22/08

**Department of Administration**

[Signature] for  
Carrie Henderson  
Commissioner  
Date: 5/27/2008

**Office of the Attorney General**

[Signature] for  
Stephen Carter  
Attorney General  
Date: 6-3-08