

MAY 24 2010

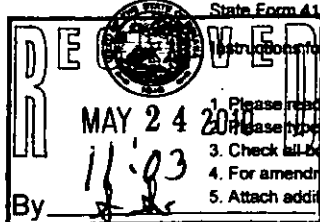
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5/25/10

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.

4737

7/9

1. EDS Number: A70-0-003005
 2. Date prepared: 5/12/2010

3. CONTRACTS & LEASES

— Professional/Personal Services — Contract for procured Services
 — Grant — Maintenance
 — Lease — License Agreement
 — Attorney — Amendment#
 — MOU — Renewal #
 — QPA — Other ADDENDUM

FISCAL INFORMATION

4. Account Number: 12760-10400.531010
 5. Account Name: DEPARTMENT OF HEALTH
 6. Total amount this action: \$57,200.00
 7. New contract total: \$57,200.00
 8. Revenue generated this action: \$0.00
 9. Revenue generated total contract: \$0.00
 10. New total amount for each fiscal year:
 Year 2011 \$57,200.00
 Year \$
 Year \$
 Year \$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 4/1/2010
 12. To (month, day, year): 12/31/2010
 13. Method of source selection:
 Bid/Quotation Emergency Negotiated
 RFP# Other (specify) X Special Procurement

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

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
 IC 16-37-1-1 THROUGH 16-317-4-4 VITAL STATISTICS

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

The Contractor will comply with the change orders for the existing birth and death system regarding Health Officer role in EDRS (Thin Client), Birth to Death Match Functionality in EDRS (Thick client), Time of Death Modification in EDRS (Thin client), New Born Screening Number Changes in EBRs (Thick client) and SSA PDF forms in English and Spanish in EBRs (Thick client). The impact of the requested changes is to customize the EBRs and EDRS systems to address the new requirements of the system functionality. This project is described fully in SSA PDF Forms, Time of Death Modification in EDRS (Thin client), Time of Death Modification in EDRS (Thin client), New Born Screening Number Changes in EBRs (Thick client) and New Born Screening Number Changes in EBRs (Thick client), Paternity Affidavit, Fetal Death attached hereto, and made a part thereof and incorporated

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

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

The work to complete these particular change orders had to begin to prevent any production stoppages. Vendor began work based on discussions regarding change orders. Vendor provided the detailed specification document at a later date. The work by the vendor has been in line with VR request and should be completed by the agreed date.

| | | | |
|--|------------------------------|--|------------------------------|
| 40. Agency fiscal officer or representative approval <i>[Signature]</i> | 41. Date Approved 5/24/10 | 42. Budget agency approval <i>[Signature]</i> | 43. Date Approved 5/26/10 |
| 44. Attorney General's Office approval <i>[Signature]</i> | 45. Date Approved 5-27-10 | 46. Agency representative receiving from AG | 47. Date Approved |



48617-000

RECEIVED

MAY 27 2010

OAG-ADVISORY

(K) 05/24/10

ADDENDUM
A70-0-003005

This Addendum is entered into by and between the Indiana State Department 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: Genesis Systems, Inc.

Contractor Address: 3601 N. Progress Ave.
Harrisburg, PA 17110

Title of Form Contract: 1. SSA PDF Forms Change Order
2. Thin Client Time of Death Modification Change Order
3. Health Officer in Thin Change Order
4. Birth to Death Match Functionality Changes – Change Order
5. Newborn Screening Number Changes – Change Order

1. Form Contract/Duties of Contractor

Attached Form Contract consists of 35 pages without terms on both sides.

2. Term

Contract term begins on April 1, 2010 and ends December 31, 2010.

3. Consideration

Total consideration for term of the Contract Form Contract is fifty-seven thousand two hundred dollars and no cents (\$ 57,200.00).

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.
- 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

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

4. Access to Records

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence (Records) pertaining to costs incurred, for inspection by the State or by any other authorized representative of the State and copies thereof shall be furnished at no cost to the State if requested. The Contractor and its subcontractors shall make all Records 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 or longer if an audit has been completed and all audit exceptions have not been cleared by the State.

5. Assignment; Successors

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 the Form 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 the Form Contract and shall not be made to more than one party.

6. Audits

The 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, et. seq. and audit guidelines specified by the State.

7. Authority to Bind Contractor

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

8. 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.

9. 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 Addendum and the Form Contract shall be reviewed by the State and the Contractor to determine whether the provisions of either 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 IC 4-2-6, *et seq.*, IC 4-2-7, *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/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate the Form Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC 4-2-6 and IC 4-2-7.
- C. The Contractor certifies by signing this Addendum, 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. 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 the Form 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 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, amendment, change order or other contractual device issued pursuant to this Addendum and the Form Contract.
- 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. 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.
- F. 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 a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.
- G. The Contractor hereby affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- H. 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.

10. Condition of Payment

All services provided by the Contractor under the Form 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 the Form Contract or performed in violation of any federal, state, or local statute, ordinance, rule or regulation.

11. 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.

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 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) 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.

12. Continuity of Services - Deleted

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 the Form Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of the Form 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 the Form Contract and shall be solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. The 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 breach of the Form Contract, then the Contractor may cancel and terminate the Form 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 the Form 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 Form 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.
 - 2. 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 Form Contract will not be cause for Contractor to terminate the

Form 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 workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the Form 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 the Form Contract is in excess of \$25,000.00, the Contractor hereby further agrees that the Form 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 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 its 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 – Deleted

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 the Form Contract, the Form Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws

This Addendum and the Form 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 the 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 the Form 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. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
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) - Deleted

26. Licensing Standards

The Contractor, 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 will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

27. 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.

28. Minority and Women's Business Enterprises Compliance

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan or subcontractor commitment 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> |
|----------------|--------------|---------------------|--|-------------------------|---------------|
| N/A | | | | | |
| | | | | | |
| | | | | | |

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the State took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the State. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing any MBE/WBE participation plan submitted in connection with this Contract.

29. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the

purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

30. Notices

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana State Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Richard Huber
C.E.O. and Treasurer
Genesis Systems, Inc.
6301 N. Progress Avenue
Harrisburg, PA 17110

C. 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 the Contractor with the Indiana Auditor of State.

31. Order of Precedence

Any inconsistency or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence to this Addendum.

32. Ownership of Documents and Materials - Deleted

33. Payments

- A.** 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 Indiana 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.
- B.** If Contractor is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this

Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

C. Payments will be made within 30 days of receipt of properly completed invoice.

D. All accounts will be closed sixty (60) days after the end of the Contract period. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

34. 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 permitted 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, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

35. 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.

36. Security and Privacy of Health Information

If any final regulation or body of regulations relating to the administrative simplification provision of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA Regulations prohibits, restricts, limits or materially and adversely affects either party's right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Contract. The purpose of the negotiations shall be to revise the Contract so that the affected party can comply and/or act in accordance with such Final HIPAA Regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Contract shall terminate. If so terminated the Contractor shall return or destroy all protected health information received from, created or received by the Contractor on behalf of the State.

The Contractor shall retain no copies of such information in any form if feasible. If not feasible, the Contractor bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

37. 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.

38. 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.

39. Taxes

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

40. Termination for Convenience

The Form Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. 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 the 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.

41. 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.

42. 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.

43. 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. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

44. 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.

45. Remedies Not Impaired.

No delay or omission of the State in exercising any right or remedy available under this Contract shall impair any such right or remedy, or constitute a waiver of any default, or any acquiescence thereto.

46. 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 (as contained in the 2009 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are identified by name below:

Access to Records
Payments
Security and Privacy of Health Information
Continuity of Services – Deleted
Employment Option – Deleted
Key Persons – Deleted
Ownership of Documents and Materials – Deleted

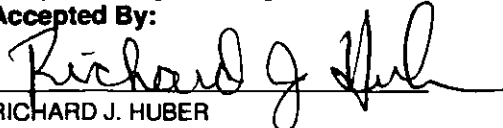
Non-Collusion and Acceptance

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 the undersigned's 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.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

Accepted By:


RICHARD J. HUBER
CEO AND TREASURER
GENESIS SYSTEMS, INC


DATE: 5/20/2010

Approved By:


CHRIS MICKENS
CHIEF TECHNOLOGY & COMPLIANCE OFFICER
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

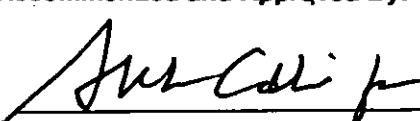
DATE: 5-24-10

Certification of Funds:


ALLEN L. COLLIER
DIRECTOR OF FINANCE
DIVISION OF FINANCE
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

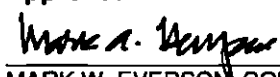
DATE: 5/24/10

Recommended and Approved By:


MICHAEL R. KISTLER
CHIEF FINANCIAL OFFICER
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

5-24-10

Approved:


MARK W. EVERSON, COMMISSIONER (for)
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

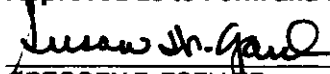
DATE: 5/25/2010

Approved:


GERRY WEAVER (for)
CHIEF INFORMATION OFFICER
INDIANA OFFICE OF TECHNOLOGY

DATE: 24-May-2010

Approved as to Form and Legality:


GREGORY F. ZOELLER (for)
ATTORNEY GENERAL OF INDIANA

DATE: 5-27-10

Approved:



CHRISTOPHER A. RUHL, DIRECTOR (for)
STATE BUDGET AGENCY
STATE OF INDIANA

DATE: 5/26/10

Indiana State Department of Health
IN Electronic Birth Registration System
SSA PDF Forms



Version 1.0
SSA PDF Forms Change Order-
IN-03-2136-Change Order-SSA PDF Forms-1.0-
100217
March 22, 2010

| | | | |
|---|------------------------------|--|--------------------|
|  | Genesis Systems, Inc. | Document ID: IN-03-2138-Change Order-SSA PDF Forms-1.0-100217 Issue Date: 2/22/2010 | Version: 1.0 |
| Title: SSA PDF Forms | | Approved By: Tom Reese | Page No: 2 of 7 |

Date: March 22, 2010

For: INDIANA STATE DEPARTMENT OF HEALTH

Re: SSA PDF Forms Change Order

Submitted By: Tom Reese

Description:

This request was made by the INDIANA STATE DEPARTMENT OF HEALTH. The request is to modify the Genesis Birth software that is/are licensed to the INDIANA STATE DEPARTMENT OF HEALTH to include Changes in SSA form printing in the Birth module. Should INDIANA STATE DEPARTMENT OF HEALTH have a signed Contract or Warranty Continuation and Support Agreement currently in place with Genesis Systems, Inc., then this Change Order constitutes a written modification to that Contract or Warranty Continuation and Support Agreement. Such Contract or Warranty Continuation and Support Agreement is hereby modified to reflect an increase in the amount of INDIANA STATE DEPARTMENT OF HEALTH'S support obligation under the existing Contract or Warranty Continuation and Support Agreement, and such support obligation shall be increased by twelve percent (12%) of the price of this Change Order and such increase shall be effective in the support year the subject of this Change Order is accepted by INDIANA STATE DEPARTMENT OF HEALTH and shall apply to every year of support thereafter. Should it be determined that this section is insufficient to constitute a modification to any existing contract between the parties then INDIANA STATE DEPARTMENT OF HEALTH agrees that this Change Order shall act to create a new, separate support obligation between the parties in the amount of twelve percent (12%) of this Change Order, and such obligation exists so long as INDIANA STATE DEPARTMENT OF HEALTH continues to receive Genesis provided support for Birth, Death and Fee Modules.

SSA PDF Forms Overview:

The changes/additions included in this Change Order involve Birth Module. The details provided in the following pages will distinguish between specific additions and/or modifications that will be made to the following module(s): Birth Module

Genesis Review of Functional Requirements

General Description

The changes and related tasks covered by this change order are specific to the Indiana Electronic Birth Registration System (IN EBRs).

Specific New and Changed Functionality**New Functionality**

- Not applicable

Changed Functionality

- **SSA PDF Forms – this estimate is specific to the tasks detailed below:**
 1. Create logic to enable IN EBRs users to print blank (*no data, no user input, no value from database*) SSA Forms (*Spanish and/or English*) that will be created and supplied by ISDH.
 2. The PDF forms will reside in the web server whose path will be stored in the parameter table.
 3. The IN EBRs user will have the option to select from either the *SSA Form–English and/or SSA Form–Spanish* only if the value for 'Request SSA' is 'YES' for the active birth record.
 4. The selected SSA form will be displayed within the birth application however the ability to print and/or save is facilitated through the Adobe Acrobat Reader (Adobe Controls).
 5. End-user requirements:
 - a. Internet Explorer 6 browser or greater
- Adobe Acrobat Standard 6 Reader (PDF plug-in) or greater

Tasks and Price:

The following list outlines the high level tasks and the prices to perform the revisions to the Genesis Birth module software.

| High Level Tasks: | | |
|--|--|---|
| <input type="checkbox"/> On Site Design Session | <input type="checkbox"/> Acceptance Testing | <input checked="" type="checkbox"/> Remote Implementation |
| <input type="checkbox"/> Remote Design Session | <input type="checkbox"/> Pilot (Beta) Test | <input type="checkbox"/> Phone Support for Distribution |
| <input type="checkbox"/> Revise Functional Specification | <input type="checkbox"/> Revise Online Help | <input checked="" type="checkbox"/> Coding of Enhancement |
| <input type="checkbox"/> Revise Data Dictionary | <input type="checkbox"/> Revise User Manual | <input checked="" type="checkbox"/> Technical Design |
| <input type="checkbox"/> Revise Technical Documents | <input type="checkbox"/> Revise Training Materials | <input checked="" type="checkbox"/> Code Review |
| <input checked="" type="checkbox"/> Unit Testing | <input type="checkbox"/> On-site Training | <input type="checkbox"/> Applying Scripts |
| <input type="checkbox"/> Integration Testing | <input type="checkbox"/> Remote Training | <input type="checkbox"/> Develop Scripts |
| <input checked="" type="checkbox"/> Regression Testing | <input type="checkbox"/> On-site Implementation | |

Price:

SSA PDF Forms Change Order - \$7,500

License:

It is expressly agreed between the parties that Genesis owns and retains ownership of all copyrights, trademarks, and other intellectual property rights to the software provided pursuant to this Change Order, including derivative works.

Genesis does not claim ownership of any output from Genesis's software, including reports and documentation, resulting from data not input by Genesis.

Genesis grants to INDIANA STATE DEPARTMENT OF HEALTH a non-exclusive, non-commercial, non-transferable, non-assignable, royalty free, perpetual, irrevocable license for Genesis's software.

INDIANA STATE DEPARTMENT OF HEALTH may not sell, transfer, release, disclose, publish, assign, or otherwise distribute any part of Genesis's software without Genesis's prior written permission.

Payment:

Genesis will begin work on the subject of this Change Order upon receipt of a signed "Change Order Acceptance Certificate" which includes a Copy of a Purchase Order Number or Fund Account Number. INDIANA STATE DEPARTMENT OF HEALTH upon completion agrees to pay to Genesis the sum of \$7,500 within 30 days. This will be in addition to the current year's support contract.

Acceptance of Product:

Upon delivery of the completed product, Genesis will submit a Notice of Completion. In the event INDIANA STATE DEPARTMENT OF HEALTH determines the product does not comply with the Description herein, INDIANA STATE DEPARTMENT OF HEALTH shall have 10 calendar days to submit to Genesis a Notice of Non-compliance, via e-mail or other mutually agreed upon method of communication. The Notice of Non-compliance must state with specificity how the product does not comply with the Description, and may not modify the original terms and condition of this Change Order. Genesis will have 30 business days to correct or modify the product so that it meets the requirements set forth in the Notice of Non-compliance and resubmit the product. Once Genesis has met the requirements set forth in the Notice of Non-compliance, INDIANA STATE DEPARTMENT OF HEALTH has 10 calendar days to accept or reject the completed product. If the product is rejected, such rejection must be in writing and must be accompanied by the original product and any and all copies thereof. If a timely rejection is not received by Genesis, the product is deemed to be accepted, and any and all remaining payment will be due within 30 days.

Warranty:

All software development performed by Genesis under this Change Order is warranted for ninety (90) days after the product containing the new development is installed at the users site ("Initial Warranty Period"). The Warranty provided herein is specifically limited to the software developed under this Change Order, and does not apply, in any way, to alter, lengthen, change, or otherwise modify the Warranty of other software previously developed by Genesis. During this time any defect found in the software that requires correction will be corrected at no charge for either the work required to correct the software or the distribution of the resulting update. Once the Initial Warranty Period has expired, Genesis reserves the right to charge for work done to make and distribute corrections unless such work and distribution is covered by a Warranty Continuation and Support Agreement that applies specifically to this product has been continuously in effect since the expiration of the Initial Warranty Period.

Genesis warrants that in the event that no recovery can be effected on a support call, the Customer will not be billed for the time spent attempting recovery. Except as provided immediately above, Genesis does not guarantee that any service/product that it provides to the Customer will be effective and therefore does not warrant any of the services/products provided under this Change Order. Genesis shall have no liability under this Change Order to Customer or any other party for loss or damage including, without limiting the generality of the foregoing, any direct, general, incidental, indirect, special, or consequential damages, resulting from the failure of Genesis to comply with any warranties set forth in this Change Order.

GENESIS' WARRANTY IN THIS CHANGE ORDER IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GENESIS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION.

Other:

The quoted price will be valid for 60 days from the above date. Once the acceptance certificate has been returned to Genesis Systems, Inc. specifying the desired revisions, Genesis Systems, Inc. could begin work on the stated items. Returning the certification response within this 60 day period will assure that the work required by this request is completed, allowing time for testing, implementation, distribution and installation. Within the scope of this Change Order the change will be include in the Birth module. If any additional versions need to be included, please notify Genesis immediately, as this may result in a change in the quoted price.

Contact:

Please contact me at (717) 909-8531 if you have any questions regarding this Change Order.

Sincerely,



Thomas Reese, M.Ed.
Project Manager
Genesis Systems, Inc.



P.O. Box 546
Lewistown, PA 17044
Phone: (717) 909-8500
Fax: (717) 909-8550
E-mail: genesis@genesisinfo.com
Website: www.genesisinfo.com

Change Order Acceptance Certificate

The INDIANA STATE DEPARTMENT OF HEALTH hereby
accepts or rejects the Change Order designated below dated
March 22, 2010.

Please mark the appropriate box below, sign and return to Genesis at the FAX number
listed below.

☒ I ACCEPT – SSA PDF Forms- Change Order – **\$7,500**

☐ I REJECT – SSA PDF Forms- Change Order

(Rejecting the Change Order makes the following Acceptance Statements not applicable.)

I authorize work with regards to this item and upon completion agree to include payment in
addition to the current year's Warranty Continuation and Support contract.

I certify that sufficient funds are available and obligated to fully satisfy the obligation
created by this Change Order, and provide the following information as proof of
availability and obligation of such funds.

Purchase Order # _____ and/or Fund Account Code _____

Please include a copy of the Purchase Order and/or Fund Account Code along with this
Acceptance Certificate.

Genesis is not obligated to perform any work under this Change Order until such
time as the above requested proof of financial availability is provided to Genesis in
writing.

My signature hereon constitutes acceptance of any and all conditions set forth in the
Change Order provided by Genesis, and such Change Order shall constitute a binding
contract between Genesis and INDIANA STATE DEPARTMENT OF HEALTH. I further
agree to FAX to Genesis, at the number listed below, this signed Change Order
Acceptance Certificate.

Please return the Signed Acceptance Certificate by FAX to:
Attn: Andrea Brindle- FAX NUMBER (717) 909-8550.

Signature _____

Date 3/23/10

Indiana State Department of Health

IN EDRS

**Thin Client Death Registration
Time of Death Modification**




Version 1.1

Thin Client Time of Death Modification

PL-10915

March 17, 2010

| | | | |
|---|------------------------------|---|--------------------|
|  | Genesis Systems, Inc. | Document ID: PL-10015 Issue Date: March 17, 2010 | Version: 1.1 |
| Title: Thin Client Time of Death Modification | | Approved By: Thomas L. Reese, M.Ed. | Page No: 2 of 8 |

Date: March 17, 2010

For: Indiana State Department of Health

Re: Thin Client Time of Death Modification - Change Order

Submitted By: Thomas L. Reese

Description:

This request was made by the INDIANA STATE DEPARTMENT OF HEALTH. The request is to modify the Genesis Thin Client Death software that is licensed to the INDIANA STATE DEPARTMENT OF HEALTH to include Changes regarding the capture and edit rules related to the Time of Death data item. Should INDIANA STATE DEPARTMENT OF HEALTH have a signed Contract or Warranty Continuation and Support Agreement currently in place with Genesis Systems, Inc., then this Change Order constitutes a written modification to that Contract or Warranty Continuation and Support Agreement. Such Contract or Warranty Continuation and Support Agreement is hereby modified to reflect an increase in the amount of INDIANA STATE DEPARTMENT OF HEALTH'S support obligation under the existing Contract or Warranty Continuation and Support Agreement, and such support obligation shall be increased by twelve percent (12%) of the price of this Change Order and such increase shall be effective in the support year the subject of this Change Order is accepted by INDIANA STATE DEPARTMENT OF HEALTH and shall apply to every year of support thereafter. Should it be determined that this section is insufficient to constitute a modification to any existing contract between the parties then INDIANA STATE DEPARTMENT OF HEALTH agrees that this Change Order shall act to create a new, separate support obligation between the parties in the amount of twelve percent (12%) of this Change Order, and such obligation exists so long as INDIANA STATE DEPARTMENT OF HEALTH continues to receive Genesis provided support for Birth, Death and Fee Modules.

Thin Client Time of Death Modification Overview:

The changes/additions included in this Change Order involve the thin client death demographic data entry and thin client death medical data entry processes. The details provided in the following pages will distinguish between specific additions and/or modifications that will be made to the following module(s): Thin Death.

Genesis Review of Functional Requirements

General Description

Three data fields related to capture of the time of death are:

- Type (Actual, Estimated, Presumed, Found)
- Time

- AM/PM

These three fields are now captured in the medical data entry process within the thin client death application. This change order reflects a request to also capture these three fields in the demographic data entry process of the thin client death module. The fields that are to be added to data capture in the demographic data entry process are:

- Type (Actual, Estimated, Presumed, Found)
- Time
- AM/PM

The new fields for demographic capture will synchronize with the corresponding existing fields in medical data according to rules that will be defined below.

Specific New and Changed Functionality

New Functionality

- Add data capture fields for Time of Death Type, Time of Death and AM/PM for the time of death on the Demographic Tab 1 in Thin Client Demographic Data Entry. These fields will be defined as non-mandatory fields that may be resolved either by entering an acceptable value or by leaving the field blank and responding to the resulting verification.
- Add logic to populate the corresponding medical fields with values entered in the new Demographic fields if the demographic fields have values when the death record is initially accessed in medical data entry.
- Add logic to populate the new Demographic fields with values entered in the corresponding Medical fields if the corresponding medical fields have values when the death record is initially accessed in demographic data entry.
- Add a 'SOFT' edit in Medical Data Entry that requires the user to verify the Medical Time of Death Type and/or Medical Time of death and/or the Medical Time of Death AM/PM. If the value is changed and does not match the value populated in the Demographic Time of Death Type or Time of Death and/or AM/PM. If verified, the Medical Time of Death Type and/or Time of Death and/or AM/PM can have a different value from the Demographic Time of Death Type and/or Time of Death and/or AM/PM.
- Add a 'SOFT' edit in Demographic Data Entry that requires the user to verify the Demographic Time of Death Type, Demographic Time of death and/or the Demographic Time of Death AM/PM. If the value is changed and does not match the value populated in the Medical Time of Death Type and/or Medical Time of Death and/or AM/PM. If verified, the Demographic Time of Death Type and/or Demographic Time of Death and/or AM/PM can have a different value from the Medical Time of Death Type and/or Medical Time of Death and/or AM/PM.

- Add logic to send e-mail from the funeral home to the medical certifier if the Demographic Time of Death Type and/or Demographic Time of Death and/or AM/PM is changed and saved with a different value than contained in the Medical Time of Death Type and/or Medical Time of Death and/or AM/PM if the change occurs after the death record has been medically certified. The e-mail will notify the medical certifier that the time of death as recorded by the funeral home has been changed and the values for the demographic Time of Death Type, Time of Death and AM/PM will be shown as well as the phone number of the currently logged in user.

Changed Functionality

- Modify the current e-mail message that is sent from the funeral home to the medical certifier when the funeral home designates a medical certifier on the death record. The message content that exists now will remain and the following items will be added to the message:
 - (Demographic) Time of Death Type
 - (Demographic) Time of Death
 - (Demographic) AM/PM of Time of Death
 - Phone Number of the currently logged in user as stored in the security user profile for the user
- Modify the current e-mail message that is sent from the medical certifier office to the funeral home when the medical certifier electronically certifies the death record. The message content that exists now will remain and the following items will be added to the message:
 - (Medical) Time of Death Type
 - (Medical) Time of Death
 - (Medical) AM/PM of Time of Death
 - Phone Number of the currently logged in user as stored in the security user profile for the user

Notable

- Data values stored in the Medical Time of Death Type, Medical Time of death and AM/PM fields will remain the values that print on any applicable forms / reports and that extract to any applicable extracts.
- No modification of any thick client component (extracts, reports, corrections etc.) is assumed.

Tasks and Price:

The following list outlines the high level tasks and the prices to perform the revisions to the Genesis Thin Client Death module.

| High Level Tasks: | | |
|---|--|---|
| <input type="checkbox"/> On Site Design Session | <input checked="" type="checkbox"/> Acceptance Testing | <input checked="" type="checkbox"/> Remote Implementation |
| <input checked="" type="checkbox"/> Remote Design Session | <input type="checkbox"/> Pilot (Beta) Test | <input type="checkbox"/> Phone Support for Distribution |
| <input type="checkbox"/> Revise Functional Specification | <input type="checkbox"/> Revise Online Help | <input checked="" type="checkbox"/> Coding of Enhancement |
| <input type="checkbox"/> Revise Data Dictionary | <input type="checkbox"/> Revise User Manual | <input checked="" type="checkbox"/> Technical Design |
| <input type="checkbox"/> Revise Technical Documents | <input type="checkbox"/> Revise Training Materials | <input checked="" type="checkbox"/> Code Review |
| <input checked="" type="checkbox"/> Unit Testing | <input type="checkbox"/> On-site Training | <input type="checkbox"/> Applying Scripts |
| <input type="checkbox"/> Integration Testing | <input type="checkbox"/> Remote Training | <input type="checkbox"/> Develop Scripts |
| <input checked="" type="checkbox"/> Regression Testing | <input type="checkbox"/> On-site Implementation | |

Price:

Thin Client Time of Death Modification - Change Order - **\$15,500**

License:

It is expressly agreed between the parties that Genesis owns and retains ownership of all copyrights, trademarks, and other intellectual property rights to the software provided pursuant to this Change Order, including derivative works.

Genesis does not claim ownership of any output from Genesis's software, including reports and documentation, resulting from data not input by Genesis.

Genesis grants to INDIANA STATE DEPARTMENT OF HEALTH a non-exclusive, non-commercial, non-transferable, non-assignable, royalty free, perpetual, irrevocable license for Genesis's software.

INDIANA STATE DEPARTMENT OF HEALTH may not sell, transfer, release, disclose, publish, assign, or otherwise distribute any part of Genesis's software without Genesis's prior written permission.

Payment:

Genesis will begin work on the subject of this Change Order upon receipt of a signed "Change Order Acceptance Certificate" which includes a Copy of a Purchase Order Number or Fund Account Number. INDIANA STATE DEPARTMENT OF HEALTH upon completion agrees to pay to Genesis the sum of **\$15,500** within 30 days. This will be in addition to the current year's support contract.

Acceptance of Product:

Genesis Systems, Inc.
P O Box 546 Lewistown, Pa. 17044

Voice: 717-909-8500
Fax: 717-909-8550

WWW.GENESISINFO.COM
GENESIS@GENESISINFO.COM

Upon delivery of the completed product, Genesis will submit a Notice of Completion. In the event INDIANA STATE DEPARTMENT OF HEALTH determines the product does not comply with the Description herein, INDIANA STATE DEPARTMENT OF HEALTH shall have 10 calendar days to submit to Genesis a Notice of Non-compliance, via e-mail or other mutually agreed upon method of communication. The Notice of Non-compliance must state with specificity how the product does not comply with the Description, and may not modify the original terms and condition of this Change Order. Genesis will have 30 business days to correct or modify the product so that it meets the requirements set forth in the Notice of Non-compliance and resubmit the product. Once Genesis has met the requirements set forth in the Notice of Non-compliance, INDIANA STATE DEPARTMENT OF HEALTH has 10 calendar days to accept or reject the completed product. If the product is rejected, such rejection must be in writing and must be accompanied by the original product and any and all copies thereof. If a timely rejection is not received by Genesis, the product is deemed to be accepted, and any and all remaining payment will be due within 30 days.

Warranty:

All software development performed by Genesis under this Change Order is warranted for ninety (90) days after the product containing the new development is installed at the users site ("Initial Warranty Period"). The Warranty provided herein is specifically limited to the software developed under this Change Order, and does not apply, in any way, to alter, lengthen, change, or otherwise modify the Warranty of other software previously developed by Genesis. During this time any defect found in the software that requires correction will be corrected at no charge for either the work required to correct the software or the distribution of the resulting update. Once the Initial Warranty Period has expired, Genesis reserves the right to charge for work done to make and distribute corrections unless such work and distribution is covered by a Warranty Continuation and Support Agreement that applies specifically to this product has been continuously in effect since the expiration of the Initial Warranty Period.

Genesis warrants that in the event that no recovery can be effected on a support call, the Customer will not be billed for the time spent attempting recovery. Except as provided immediately above, Genesis does not guarantee that any service/product that it provides to the Customer will be effective and therefore does not warrant any of the services/products provided under this Change Order. Genesis shall have no liability under this Change Order to Customer or any other party for loss or damage including, without limiting the generality of the foregoing, any direct, general, incidental, indirect, special, or consequential damages, resulting from the failure of Genesis to comply with any warranties set forth in this Change Order.

GENESIS' WARRANTY IN THIS CHANGE ORDER IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GENESIS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION.

Other:

The quoted price will be valid for 60 days from the above date. Once the acceptance certificate has been returned to Genesis Systems, Inc. specifying the desired revisions, Genesis Systems, Inc. could begin work on the stated items. Returning the certification response within this 60 day period will assure that the work required by this request is completed, allowing time for testing, implementation, distribution and installation. Within the scope of this Change Order the change will be include in the Thin Client Death module. If any additional versions need to be included, please notify Genesis immediately, as this may result in a change in the quoted price.

Contact:

Please contact me at (717) 909-8531 if you have any questions regarding this Change Order.

Sincerely,



Thomas L. Reese
Project Management
Genesis Systems, Inc.



P.O. Box 546
Lawistown, PA 17044
Phone: (717) 909-8500
Fax: (717) 909-8550
E-mail: genesis@genesinfo.com
Website: www.genesinfo.com

Change Order Acceptance Certificate

The INDIANA STATE DEPARTMENT OF HEALTH hereby accepts or rejects the Change Order designated below dated March 17, 2010.

Please mark the appropriate box below, sign and return to Genesis at the FAX number listed below:

- ☒ **I ACCEPT – Thin Client Time of Death Modification -Change Order – \$15,500**
- ☐ **I REJECT – Thin Client Time of Death Modification -Change Order**

(Rejecting the Change Order makes the following Acceptance Statements not applicable.)

I authorize work with regards to this item and upon completion agree to include payment in addition to the current year's Warranty Continuation and Support contract.

I certify that sufficient funds are available and obligated to fully satisfy the obligation created by this Change Order, and provide the following information as proof of availability and obligation of such funds.

Purchase Order # _____ and/or Fund Account Code ISDH 100/400

Please include a copy of the Purchase Order and/or Fund Account Code along with this Acceptance Certificate.

Genesis is not obligated to perform any work under this Change Order until such time as the above requested proof of financial availability is provided to Genesis in writing.

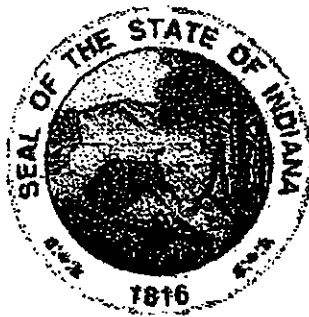
My signature hereon constitutes acceptance of any and all conditions set forth in the Change Order provided by Genesis, and such Change Order shall constitute a binding contract between Genesis and INDIANA STATE DEPARTMENT OF HEALTH. I further agree to FAX to Genesis, at the number listed below, this signed Change Order Acceptance Certificate.

Please return the Signed Acceptance Certificate by FAX to:
Attn: Andrea Brindle- FAX NUMBER (717) 909-8550.

Michael R. Kuster
Signature

3-22-10
Date

Indiana State Department of Health
IN Electronic Death Registration System
Health Officer in Thin




Version 1.0

Health Officer in Thin Change Order

**IN-03-2131-Change Order-Health Officer in Thin-
1.0-100120**

January 25, 2010

| | | | |
|---|-----------------------------------|--|--------------|
|  | Genesis Systems, Inc. | Document ID: IN-03-2131-Change Order- Health Officer in Thin-1.0-100120 Issue Date: January 25, 2010 | Version: 1.0 |
| Title: Health Officer in Thin | Approved By: Annachristine Hoover | Page No: 2 of 2 | |

Date: January 25, 2010
For: INDIANA STATE DEPARTMENT OF HEALTH
Re: Health Officer in Thin Change Order
Submitted By: Annachristine Hoover and Tom Young

Description:

This request was made by the INDIANA STATE DEPARTMENT OF HEALTH. The request is to modify the Genesis Death (Thin Client) software that is licensed to the INDIANA STATE DEPARTMENT OF HEALTH to include Changes in the Web Death (Thin Client) module. Should INDIANA STATE DEPARTMENT OF HEALTH have a signed Contract or Warranty Continuation and Support Agreement currently in place with Genesis Systems, Inc., then this Change Order constitutes a written modification to that Contract or Warranty Continuation and Support Agreement. Such Contract or Warranty Continuation and Support Agreement is hereby modified to reflect an increase in the amount of INDIANA STATE DEPARTMENT OF HEALTH'S support obligation under the existing Contract or Warranty Continuation and Support Agreement, and such support obligation shall be increased by twelve percent (12%) of the price of this Change Order and such increase shall be effective in the support year the subject of this Change Order is accepted by INDIANA STATE DEPARTMENT OF HEALTH and shall apply to every year of support thereafter. Should it be determined that this section is insufficient to constitute a modification to any existing contract between the parties then INDIANA STATE DEPARTMENT OF HEALTH agrees that this Change Order shall act to create a new, separate support obligation between the parties in the amount of twelve percent (12%) of this Change Order, and such obligation exists so long as INDIANA STATE DEPARTMENT OF HEALTH continues to receive Genesis provided support for Birth, Death and Fee Modules.

Health Officer in Thin Change Order Overview:

The changes/additions included in this Change Order involve Death Module. The details provided in the following pages will distinguish between specific additions and/or modifications that will be made to the following module(s): Death (Thin Client) Module(s).

Genesis Review of Functional Requirements

General Description

The changes and related tasks covered by this change order are specific to the Health Officer role in the Web Death (Thin Client) module of the Indiana Electronic Death Registration System (IN EDRS).

Specific New and Changed Functionality**New Functionality**

- Not applicable

Changed Functionality

1. Health Officer's role in thin client will follow jurisdiction/ownership rules and logic attributed to Coroners:
 - a. Health Officers should have access to all records in their county of jurisdiction, regardless if a record is assigned or not assigned to them. As long as the Place of Death occurred in the Health Officer's county of jurisdiction, the death record must be accessible to them.
 - b. Health Officers will be classified as location type 6.
2. Change GUI screen for "Physician/Coroner" checkbox: Add 3rd choice for "Health Officer".
3. Leave Certifier Type locked as determined by login (*currently Health Officer is unlocked*) on Med 1 tab.

Tasks and Price:

The following list outlines the high level tasks and the prices to perform the revisions to the Genesis Death (Thin Client) module software.

| High Level Tasks: | | |
|--|--|---|
| <input type="checkbox"/> On Site Design Session | <input type="checkbox"/> Acceptance Testing | <input checked="" type="checkbox"/> Remote Implementation |
| <input type="checkbox"/> Remote Design Session | <input type="checkbox"/> Pilot (Beta) Test | <input type="checkbox"/> Phone Support for Distribution |
| <input type="checkbox"/> Revise Functional Specification | <input type="checkbox"/> Revise Online Help | <input checked="" type="checkbox"/> Coding of Enhancement |
| <input type="checkbox"/> Revise Data Dictionary | <input type="checkbox"/> Revise User Manual | <input checked="" type="checkbox"/> Technical Design |
| <input type="checkbox"/> Revise Technical Documents | <input type="checkbox"/> Revise Training Materials | <input checked="" type="checkbox"/> Code Review |
| <input checked="" type="checkbox"/> Unit Testing | <input type="checkbox"/> On-site Training | <input type="checkbox"/> Applying Scripts |
| <input checked="" type="checkbox"/> Integration Testing | <input type="checkbox"/> Remote Training | <input type="checkbox"/> Develop Scripts |
| <input checked="" type="checkbox"/> Regression Testing | <input type="checkbox"/> On-site Implementation | |

Price:

Health Officer in Thin Change Order - **\$14,000**

License:

It is expressly agreed between the parties that Genesis owns and retains ownership of all copyrights, trademarks, and other intellectual property rights to the software provided pursuant to this Change Order, including derivative works.

Genesis does not claim ownership of any output from Genesis's software, including reports and documentation, resulting from data not input by Genesis.

Genesis grants to INDIANA STATE DEPARTMENT OF HEALTH a non-exclusive, non-commercial, non-transferable, non-assignable, royalty free, perpetual, irrevocable license for Genesis's software.

INDIANA STATE DEPARTMENT OF HEALTH may not sell, transfer, release, disclose, publish, assign, or otherwise distribute any part of Genesis's software without Genesis's prior written permission.

Payment:

Genesis will begin work on the subject of this Change Order upon receipt of a signed "Change Order Acceptance Certificate" which includes a Copy of a Purchase Order Number or Fund Account Number. INDIANA STATE DEPARTMENT OF HEALTH upon completion agrees to pay to Genesis the sum of \$14,000 within 30 days. This will be in addition to the current year's support contract.

Acceptance of Product:

Upon delivery of the completed product, Genesis will submit a Notice of Completion. In the event INDIANA STATE DEPARTMENT OF HEALTH determines the product does not comply with the Description herein, INDIANA STATE DEPARTMENT OF HEALTH shall have 10 calendar days to submit to Genesis a Notice of Non-compliance, via e-mail or other mutually agreed upon method of communication. The Notice of Non-compliance must state with specificity how the product does not comply with the Description, and may not modify the original terms and condition of this Change Order. Genesis will have 30 business days to correct or modify the product so that it meets the requirements set forth in the Notice of Non-compliance and resubmit the product. Once Genesis has met the requirements set forth in the Notice of Non-compliance, INDIANA STATE DEPARTMENT OF HEALTH has 10 calendar days to accept or reject the completed product. If the product is rejected, such rejection must be in writing and must be accompanied by the original product and any and all copies thereof. If a timely rejection is not received by Genesis, the product is deemed to be accepted, and any and all remaining payment will be due within 30 days.

Warranty:

All software development performed by Genesis under this Change Order is warranted for ninety (90) days after the product containing the new development is installed at the users site ("Initial Warranty Period"). The Warranty provided herein is specifically limited to the software developed under this Change Order, and does not apply, in any way, to alter, lengthen, change, or otherwise modify the Warranty of other software previously developed by Genesis. During this time any defect found in the software that requires correction will be corrected at no charge for either the work required to correct the software or the distribution of the resulting update. Once the Initial Warranty Period has expired, Genesis reserves the right to charge for work done to make and distribute corrections unless such work and distribution is covered by a Warranty Continuation and Support Agreement that applies

Genesis Systems, Inc.
P O Box 546 Lewistown, Pa. 17044

Voice: 717-809-8500
Fax: 717-909-8550

WWW.GENESISINFO.COM
GENESIS@GENESISINFO.COM

specifically to this product has been continuously in effect since the expiration of the Initial Warranty Period.

Genesis warrants that in the event that no recovery can be effected on a support call, the Customer will not be billed for the time spent attempting recovery. Except as provided immediately above, Genesis does not guarantee that any service/product that it provides to the Customer will be effective and therefore does not warrant any of the services/products provided under this Change Order. Genesis shall have no liability under this Change Order to Customer or any other party for loss or damage including, without limiting the generality of the foregoing, any direct, general, incidental, indirect, special, or consequential damages, resulting from the failure of Genesis to comply with any warranties set forth in this Change Order.

GENESIS' WARRANTY IN THIS CHANGE ORDER IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GENESIS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION.

Other:

The quoted price will be valid for 60 days from the above date. Once the acceptance certificate has been returned to Genesis Systems, Inc. specifying the desired revisions, Genesis Systems, Inc. could begin work on the stated items. Returning the certification response within this 60 day period will assure that the work required by this request is completed, allowing time for testing, implementation, distribution and installation. Within the scope of this Change Order the change will be include in the Death module. If any additional versions need to be included, please notify Genesis immediately, as this may result in a change in the quoted price.

Contact:

Please contact me at (717) 909-8531 if you have any questions regarding this Change Order.

Sincerely,

Annachristine M. Hoover

Annachristine M. Hoover

Director

Project Management, Documentation, Training, Quality Assurance and Support
Genesis Systems, Inc.



P.O. Box 548
Lewistown, PA 17044
Phone: (717) 909-8500
Fax: (717) 909-8550
E-mail: genesis@genesisinfo.com
Website: www.genesisinfo.com

Change Order Acceptance Certificate

The INDIANA STATE DEPARTMENT OF HEALTH hereby accepts or rejects the Change Order designated below dated January 25, 2010.

Please mark the appropriate box below, sign and return to Genesis at the FAX number listed below:

☒ **ACCEPT – Health Officer in Thin-Change Order – \$14,000**

☐ **REJECT – Health Officer in Thin-Change Order.**

(Rejecting the Change Order makes the following Acceptance Statements not applicable.)

I authorize work with regards to this item and upon completion agree to include payment in addition to the current year's Warranty Continuation and Support contract.

I certify that sufficient funds are available and obligated to fully satisfy the obligation created by this Change Order, and provide the following information as proof of availability and obligation of such funds.

Purchase Order # _____ and/or Fund Account Code _____

Please include a copy of the Purchase Order and/or Fund Account Code along with this Acceptance Certificate.

Genesis is not obligated to perform any work under this Change Order until such time as the above requested proof of financial availability is provided to Genesis in writing.

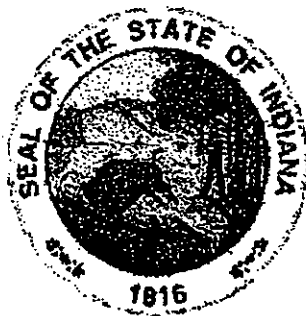
My signature hereon constitutes acceptance of any and all conditions set forth in the Change Order provided by Genesis, and such Change Order shall constitute a binding contract between Genesis and INDIANA STATE DEPARTMENT OF HEALTH. I further agree to FAX to Genesis, at the number listed below, this signed Change Order Acceptance Certificate.

Please return the Signed Acceptance Certificate by FAX to:
Attn: Andrea Brindla- FAX NUMBER (717) 909-8550.



Signature

3/18/10
Date

Indiana State Department of Health
IN EBRs and EDRs
Birth-Death Match Functionality Changes



Version 1.1
Birth-Death Match Functionality Change Order
IN-03-2134-Change Order-Birth to Death Match-1.1-
100127
January 27, 2009

| | | | |
|---|------------------------------|--|--------------------|
|  | Genesis Systems, Inc. | Document ID: IN-03-2134-Change Order- Birth to Death Match-1.1-100127 Issue Date: January 27, 2010 | Version: 1.1 |
| Title: Birth to Death Match Functionality Changes | | Approved By: Annachristine M. Hoover | Page No: 2 of 7 |

Date: January 27, 2009

For: Indiana State Department of Health

Re: Birth to Death Match Functionality Changes - Change Order

Submitted By: Annachristine M. Hoover

Description:

This request was made by the INDIANA STATE DEPARTMENT OF HEALTH. The request is to modify the Genesis Birth and Death software that are licensed to the INDIANA STATE DEPARTMENT OF HEALTH to include Changes in the modification of the Birth to Death Match functionality. Should INDIANA STATE DEPARTMENT OF HEALTH have a signed Contract or Warranty Continuation and Support Agreement currently in place with Genesis Systems, Inc., then this Change Order constitutes a written modification to that Contract or Warranty Continuation and Support Agreement. Such Contract or Warranty Continuation and Support Agreement is hereby modified to reflect an increase in the amount of INDIANA STATE DEPARTMENT OF HEALTH'S support obligation under the existing Contract or Warranty Continuation and Support Agreement, and such support obligation shall be increased by twelve percent (12%) of the price of this Change Order and such increase shall be effective in the support year the subject of this Change Order is accepted by INDIANA STATE DEPARTMENT OF HEALTH and shall apply to every year of support thereafter. Should it be determined that this section is insufficient to constitute a modification to any existing contract between the parties then INDIANA STATE DEPARTMENT OF HEALTH agrees that this Change Order shall act to create a new, separate support obligation between the parties in the amount of twelve percent (12%) of this Change Order, and such obligation exists so long as INDIANA STATE DEPARTMENT OF HEALTH continues to receive Genesis provided support for Birth, Death and Fee Modules.

Birth to Death Match Functionality Changes Overview:

The changes/additions included in this Change Order involve Birth and Death Modules. The details provided in the following pages will distinguish between specific additions and/or modifications that will be made to the following module(s): Birth and Death Module(s).

Genesis Review of Functional Requirements

General Description

The Birth to Death Match functionality locates an Indiana Birth record for the decedent identified on an Indiana Death record introduced to the system. The Birth to Death Match processes provides the ability to locate un-matched death records

where the State of Birth of the decedent is Indiana. There are 2 processes associated with the Birth to Death match functionality: (1) Automated and (2) Manual. The changes and related tasks that are covered by this change order are specific to the modifications to the Automatic Matching process of the Birth to Death Match functionality; the Manual Matching process will remain as it is currently working.

Specific New and Changed Functionality

New Functionality

Not applicable

Changed Functionality

Automated Matching Changes:

- The automated Birth/Death matching process should run on a scheduled basis (i.e. weekly or monthly).
- The automatic matching process will pick up all new eligible records and records contained in the manual work queue and apply the following conditions:
 - If the system finds a match, then both the birth record and the death record are updated.
 - If the system does not find a match and the record is <1 year, then record is moved to the Birth/Death Work Queue for additional processing.
 - If the system does not find a match and the record is >1 year, then record is not moved to the Birth/Death Work Queue and will never be picked up by the system for birth/death matching.

Manual Matching Changes:

- No change to the manual matching process/functionality.

Notable

- This enhancement will also handle the impact of change on the Death Statistical Export via a one-time SQL procedure.

Tasks and Price:

The following list outlines the high level tasks and the prices to perform the revisions to the Genesis Birth and Death modules software.

| High Level Tasks: | | |
|--|--|---|
| <input type="checkbox"/> On Site Design Session | <input type="checkbox"/> Acceptance Testing | <input checked="" type="checkbox"/> Remote Implementation |
| <input type="checkbox"/> Remote Design Session | <input type="checkbox"/> Pilot (Beta) Test | <input type="checkbox"/> Phone Support for Distribution |
| <input type="checkbox"/> Revise Functional Specification | <input type="checkbox"/> Revise Online Help | <input checked="" type="checkbox"/> Coding of Enhancement |
| <input type="checkbox"/> Revise Data Dictionary | <input type="checkbox"/> Revise User Manual | <input checked="" type="checkbox"/> Technical Design |
| <input type="checkbox"/> Revise Technical Documents | <input type="checkbox"/> Revise Training Materials | <input checked="" type="checkbox"/> Code Review |
| <input checked="" type="checkbox"/> Unit Testing | <input type="checkbox"/> On-site Training | <input type="checkbox"/> Applying Scripts |
| <input type="checkbox"/> Integration Testing | <input type="checkbox"/> Remote Training | <input type="checkbox"/> Develop Scripts |
| <input checked="" type="checkbox"/> Regression Testing | <input type="checkbox"/> On-site Implementation | |

Price:

Birth to Death Match Functionality Changes - Change Order - \$10,000

License:

It is expressly agreed between the parties that Genesis owns and retains ownership of all copyrights, trademarks, and other intellectual property rights to the software provided pursuant to this Change Order, including derivative works.

Genesis does not claim ownership of any output from Genesis's software, including reports and documentation, resulting from data not input by Genesis.

Genesis grants to INDIANA STATE DEPARTMENT OF HEALTH a non-exclusive, non-commercial, non-transferable, non-assignable, royalty free, perpetual, irrevocable license for Genesis's software.

INDIANA STATE DEPARTMENT OF HEALTH may not sell, transfer, release, disclose, publish, assign, or otherwise distribute any part of Genesis's software without Genesis's prior written permission.

Payment:

Genesis will begin work on the subject of this Change Order upon receipt of a signed "Change Order Acceptance Certificate" which includes a Copy of a Purchase Order Number or Fund Account Number. INDIANA STATE DEPARTMENT OF HEALTH upon completion agrees to pay to Genesis the sum of \$10,000 within 30 days. This will be in addition to the current year's support contract.

Acceptance of Product:

Upon delivery of the completed product, Genesis will submit a Notice of Completion. In the event INDIANA STATE DEPARTMENT OF HEALTH determines the product does not comply with the Description herein, INDIANA STATE DEPARTMENT OF HEALTH shall have 10 calendar days to submit to Genesis a Notice of Non-compliance, via e-mail or other mutually agreed upon method of communication. The Notice of Non-compliance must state with specificity how the product does not comply with the Description, and may not modify the original terms and condition of this Change Order. Genesis will have 30 business days to correct or modify the product so that it meets the requirements set forth in the Notice of Non-compliance and resubmit the product. Once Genesis has met the requirements set forth in the Notice of Non-compliance, INDIANA STATE DEPARTMENT OF HEALTH has 10 calendar days to accept or reject the completed product. If the product is rejected, such rejection must be in writing and must be accompanied by the original product and any and all copies thereof. If a timely rejection is not received by Genesis, the product is deemed to be accepted, and any and all remaining payment will be due within 30 days.

Warranty:

All software development performed by Genesis under this Change Order is warranted for ninety (90) days after the product containing the new development is installed at the users site ("Initial Warranty Period"). The Warranty provided herein is specifically limited to the software developed under this Change Order, and does not apply, in any way, to alter, lengthen, change, or otherwise modify the Warranty of other software previously developed by Genesis. During this time any defect found in the software that requires correction will be corrected at no charge for either the work required to correct the software or the distribution of the resulting update. Once the Initial Warranty Period has expired, Genesis reserves the right to charge for work done to make and distribute corrections unless such work and distribution is covered by a Warranty Continuation and Support Agreement that applies specifically to this product has been continuously in effect since the expiration of the Initial Warranty Period.

Genesis warrants that in the event that no recovery can be effected on a support call, the Customer will not be billed for the time spent attempting recovery. Except as provided immediately above, Genesis does not guarantee that any service/product that it provides to the Customer will be effective and therefore does not warrant any of the services/products provided under this Change Order. Genesis shall have no liability under this Change Order to Customer or any other party for loss or damage including, without limiting the generality of the foregoing, any direct, general, incidental, indirect, special, or consequential damages, resulting from the failure of Genesis to comply with any warranties set forth in this Change Order.

GENESIS' WARRANTY IN THIS CHANGE ORDER IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GENESIS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION.

Genesis Systems, Inc.
P O Box 546 Lewisburg, Pa. 17044

Voice: 717-809-8500
Fax: 717-909-8650

WWW.GENESISINFO.COM
GENESIS@GENESISINFO.COM

Other:

The quoted price will be valid for 60 days from the above date. Once the acceptance certificate has been returned to Genesis Systems, Inc. specifying the desired revisions, Genesis Systems, Inc. could begin work on the stated items. Returning the certification response within this 60 day period will assure that the work required by this request is completed, allowing time for testing, implementation, distribution and installation. Within the scope of this Change Order the change will be include in the Birth and Death modules. If any additional versions need to be included, please notify Genesis immediately, as this may result in a change in the quoted price.

Contact:

Please contact me at (717) 909-8531 if you have any questions regarding this Change Order.

Sincerely,

Annachristine M. Hoover

Annachristine M. Hoover

Director

Project Management, Documentation, Training, Quality Assurance and Support
Genesis Systems, Inc.



P.O. Box 546
Lewistown, PA 17044
Phone: (717) 909-8500
Fax: (717) 909-8550
E-mail: genesis@genesisinfo.com
Website: www.genesisinfo.com

Change Order Acceptance Certificate

The INDIANA STATE DEPARTMENT OF HEALTH hereby accepts or rejects the Change Order designated below dated January 27, 2010.

Please mark the appropriate box below, sign and return to Genesis at the FAX number listed below:

- ☒ **I ACCEPT – Birth to Death Match Functionality Changes-
Change Order – \$10,000**
- ☐ **I REJECT – Birth to Death Match Functionality Changes-
Change Order**

(Rejecting the Change Order makes the following Acceptance Statements not applicable.)

I authorize work with regards to this item and upon completion agree to include payment in addition to the current year's Warranty Continuation and Support contract.

I certify that sufficient funds are available and obligated to fully satisfy the obligation created by this Change Order, and provide the following information as proof of availability and obligation of such funds.

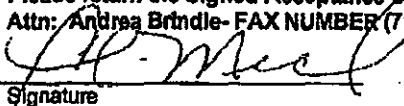
Purchase Order # _____ and/or Fund Account Code _____

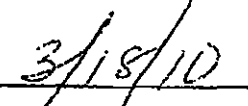
Please include a copy of the Purchase Order and/or Fund Account Code along with this Acceptance Certificate.

Genesis is not obligated to perform any work under this Change Order until such time as the above requested proof of financial availability is provided to Genesis in writing.

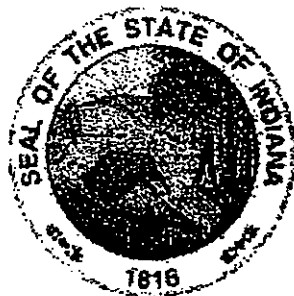
My signature hereon constitutes acceptance of any and all conditions set forth in the Change Order provided by Genesis, and such Change Order shall constitute a binding contract between Genesis and INDIANA STATE DEPARTMENT OF HEALTH. I further agree to FAX to Genesis, at the number listed below, this signed Change Order Acceptance Certificate.

Please return the Signed Acceptance Certificate by FAX to:
Attn: Andrea Brindle- FAX NUMBER (717) 909-8550.



Signature


Date

Indiana State Department of Health
IN Electronic Birth Registry (IN EBRs)
Newborn Screening Number Changes



Version 1.1
Newborn Screening Number Changes
Change Order
IN-03-2135-Change Order-Newborn Screening
Number Field Addition-1.1-100127
January 27, 2010

| | | | |
|---|-----------------------------------|--|--------------|
|  | Genesis Systems, Inc. | Document ID: IN-03-21SS-Change Order- Newborn Screening Number Field Addition-1.1-100127 Issue Date: January 27, 2010 | Version: 1.1 |
| Title: Newborn Screening Number Changes | Approved By: Annachristine Hoover | Page No: 2 of 6 | |

Date: January 27, 2010

For: Indiana State Department of Health

Re: Newborn Screening Number Changes - Change Order

Submitted By: Annachristine M. Hoover

Description:

This request was made by the INDIANA STATE DEPARTMENT OF HEALTH. The request is to modify the Genesis Birth software that is licensed to the INDIANA STATE DEPARTMENT OF HEALTH to include Changes in the Birth module related to the Newborn Screening Number. Should INDIANA STATE DEPARTMENT OF HEALTH have a signed Contract or Warranty Continuation and Support Agreement currently in place with Genesis Systems, Inc., then this Change Order constitutes a written modification to that Contract or Warranty Continuation and Support Agreement. Such Contract or Warranty Continuation and Support Agreement is hereby modified to reflect an increase in the amount of INDIANA STATE DEPARTMENT OF HEALTH'S support obligation under the existing Contract or Warranty Continuation and Support Agreement, and such support obligation shall be increased by twelve percent (12%) of the price of this Change Order and such increase shall be effective in the support year the subject of this Change Order is accepted by INDIANA STATE DEPARTMENT OF HEALTH and shall apply to every year of support thereafter. Should it be determined that this section is insufficient to constitute a modification to any existing contract between the parties then INDIANA STATE DEPARTMENT OF HEALTH agrees that this Change Order shall act to create a new, separate support obligation between the parties in the amount of twelve percent (12%) of this Change Order, and such obligation exists so long as INDIANA STATE DEPARTMENT OF HEALTH continues to receive Genesis provided support for Birth, Death and Fee Modules.

Newborn Hearing Screening Number Changes Overview:

The changes/additions included in this Change Order involve the Birth Module. The details provided in the following pages will distinguish between specific additions and/or modifications that will be made to the following module: Birth Module.

Genesis Review of Functional Requirements

General Description

The changes and related tasks covered by this change order are specific to the Newborn Screening Number field found in the Medical Tab of the Indiana Electronic Birth Registration System (IN EBRIS).

Specific New and Changed Functionality**New Functionality**

Not applicable

Changed Functionality

- Change label of Newborn Screening Number field on Medical Tab (to be specified by ISDH).
- Add "Religious Waiver" field (in the form of checkbox).
- Add an edit that will require user to either specify a Newborn Screening Number or check specification for "Religious Waiver" (applies to Facility rules only).
- If Newborn Screening Number is specified, system will check for format of field (to be specified by ISDH).
- Create script to handle records entered prior to the implementation of the enhancement.
- Add "Religious Waiver" to corrections (wherever Newborn Screening is contained).

Tasks and Price:

The following list outlines the high level tasks and the prices to perform the revisions to the Genesis Birth module software.

| High Level Tasks: | | |
|--|--|---|
| <input type="checkbox"/> On Site Design Session | <input type="checkbox"/> Acceptance Testing | <input checked="" type="checkbox"/> Remote Implementation |
| <input type="checkbox"/> Remote Design Session | <input type="checkbox"/> Pilot (Beta) Test | <input type="checkbox"/> Phone Support for Distribution |
| <input type="checkbox"/> Revise Functional Specification | <input type="checkbox"/> Revise Online Help | <input checked="" type="checkbox"/> Coding of Enhancement |
| <input type="checkbox"/> Revise Data Dictionary | <input type="checkbox"/> Revise User Manual | <input checked="" type="checkbox"/> Technical Design |
| <input type="checkbox"/> Revise Technical Documents | <input type="checkbox"/> Revise Training Materials | <input checked="" type="checkbox"/> Code Review |
| <input checked="" type="checkbox"/> Unit Testing | <input type="checkbox"/> On-site Training | <input checked="" type="checkbox"/> Applying Scripts |
| <input type="checkbox"/> Integration Testing | <input type="checkbox"/> Remote Training | <input checked="" type="checkbox"/> Develop Scripts |
| <input checked="" type="checkbox"/> Regression Testing | <input type="checkbox"/> On-site Implementation | |

Price:

Newborn Hearing Screening Number Changes - Change Order - \$10,200

License:

It is expressly agreed between the parties that Genesis owns and retains ownership of all copyrights, trademarks, and other intellectual property rights to the software provided pursuant to this Change Order, including derivative works.

Genesis Systems, Inc.
P O Box 548 Lewistown, Pa. 17044

Voice: 717-909-8500
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WWW.GENESISINFO.COM
GENESIS@GENESISINFO.COM

Genesis does not claim ownership of any output from Genesis's software, including reports and documentation, resulting from data not input by Genesis.

Genesis grants to INDIANA STATE DEPARTMENT OF HEALTH a non-exclusive, non-commercial, non-transferable, non-assignable, royalty free, perpetual, irrevocable license for Genesis's software.

INDIANA STATE DEPARTMENT OF HEALTH may not sell, transfer, release, disclose, publish, assign, or otherwise distribute any part of Genesis's software without Genesis's prior written permission.

Payment:

Genesis will begin work on the subject of this Change Order upon receipt of a signed "Change Order Acceptance Certificate" which includes a Copy of a Purchase Order Number or Fund Account Number. INDIANA STATE DEPARTMENT OF HEALTH upon completion agrees to pay to Genesis the sum of \$10,200 within 30 days. This will be in addition to the current year's support contract.

Acceptance of Product:

Upon delivery of the completed product, Genesis will submit a Notice of Completion. In the event INDIANA STATE DEPARTMENT OF HEALTH determines the product does not comply with the Description herein, INDIANA STATE DEPARTMENT OF HEALTH shall have 10 calendar days to submit to Genesis a Notice of Non-compliance, via e-mail or other mutually agreed upon method of communication. The Notice of Non-compliance must state with specificity how the product does not comply with the Description, and may not modify the original terms and condition of this Change Order. Genesis will have 30 business days to correct or modify the product so that it meets the requirements set forth in the Notice of Non-compliance and resubmit the product. Once Genesis has met the requirements set forth in the Notice of Non-compliance, INDIANA STATE DEPARTMENT OF HEALTH has 10 calendar days to accept or reject the completed product. If the product is rejected, such rejection must be in writing and must be accompanied by the original product and any and all copies thereof. If a timely rejection is not received by Genesis, the product is deemed to be accepted, and any and all remaining payment will be due within 30 days.

Warranty:

All software development performed by Genesis under this Change Order is warranted for ninety (90) days after the product containing the new development is installed at the users site ("Initial Warranty Period"). The Warranty provided herein is specifically limited to the software developed under this Change Order and does not apply, in any way, to alter, lengthen, change, or otherwise modify the Warranty of other software previously developed by Genesis. During this time any defect found in the software that requires correction will be corrected at no charge for either the work required to correct the software or the distribution of the resulting update. Once the Initial Warranty Period has expired, Genesis reserves the right to charge for work done to make and distribute corrections unless such work and distribution is covered by a Warranty Continuation and Support Agreement that applies specifically to this product has been continuously in effect since the expiration of the Initial Warranty Period.

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Genesis warrants that in the event that no recovery can be affected on a support call, the Customer will not be billed for the time spent attempting recovery. Except as provided immediately above, Genesis does not guarantee that any service/product that it provides to the Customer will be effective and therefore does not warrant any of the services/products provided under this Change Order. Genesis shall have no liability under this Change Order to Customer or any other party for loss or damage including, without limiting the generality of the foregoing, any direct, general, incidental, indirect, special, or consequential damages, resulting from the failure of Genesis to comply with any warranties set forth in this Change Order.

GENESIS' WARRANTY IN THIS CHANGE ORDER IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GENESIS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOST DATA OR COMPUTER HARDWARE OR SOFTWARE DAMAGE, FAILURE OR MALFUNCTION.

Other:

The quoted price will be valid for 60 days from the above date. Once the acceptance certificate has been returned to Genesis Systems, Inc. specifying the desired revisions, Genesis Systems, Inc. could begin work on the stated items. Returning the certification response within this 60 day period will assure that the work required by this request is completed, allowing time for testing, implementation, distribution and installation. Within the scope of this Change Order the change will be include in the Birth module. If any additional versions need to be included, please notify Genesis immediately, as this may result in a change in the quoted price.

Contact:

Please contact me at (717) 909-8531 if you have any questions regarding this Change Order.

Sincerely,

Annachristine M. Hoover

Annachristine M. Hoover

Director

Project Management, Documentation, Training, Quality Assurance and Support
Genesis Systems, Inc.



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E-mail: genesis@genesissinfo.com
Website: www.genesissinfo.com

Change Order Acceptance Certificate

The INDIANA STATE DEPARTMENT OF HEALTH hereby accepts or rejects the Change Order designated below dated January 27, 2010.

Please mark the appropriate box below, sign and return to Genesis at the FAX number listed below:

☒ I ACCEPT - Newborn Screening Number Changes -Change Order - \$10,200

☐ I REJECT - Newborn Screening Number Changes -Change Order

(Rejecting the Change Order makes the following Acceptance Statements not applicable.)

I authorize work with regards to this item and upon completion agree to include payment in addition to the current year's Warranty Continuation and Support contract.

I certify that sufficient funds are available and obligated to fully satisfy the obligation created by this Change Order, and provide the following information as proof of availability and obligation of such funds.

Purchase Order # _____ and/or Fund Account Code _____

Please include a copy of the Purchase Order and/or Fund Account Code along with this Acceptance Certificate.

Genesis is not obligated to perform any work under this Change Order until such time as the above requested proof of financial availability is provided to Genesis in writing.

My signature hereon constitutes acceptance of any and all conditions set forth in the Change Order provided by Genesis, and such Change Order shall constitute a binding contract between Genesis and INDIANA STATE DEPARTMENT OF HEALTH. I further agree to FAX to Genesis, at the number listed below, this signed Change Order Acceptance Certificate.

Please return the Signed Acceptance Certificate by FAX to:
Attn: Andrea Brindle- FAX NUMBER (717) 909-8550.

Signature *Andrea Brindle*

Date 2/18/10