



RECEIVED
EXECUTIVE DOCUMENT SUMMARY
State Form 47221 (10/4/06)
Instructions for completing the EDS and the Contract process.
NOV 28 2007 RH
1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Please type the agency name.
4. For amendments, please attach a contract.
5. Attach additional pages if necessary.

1. EDS Number: A70-6-7424
2. Date prepared: 10/11/2007 **LB**

3. CONTRACTS & LEASES

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

FISCAL INFORMATION

4. Account Number: Multiple
5. Account Name: Multiple-Refer to Online
6. Total amount this action: \$3,125.00
7. New contract total: 320,237.00
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:
Year 2006 \$111,961.00
Year 2007 \$147,030.00
Year 2008 \$61,246.00
Year \$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2005
12. To (month, day, year): 6/30/2008
13. Method of source selection: Negotiated
Bid/Quotation Emergency Special Procurement
☒ RFP# 5-56 Other (specify)

AGENCY INFORMATION

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

AGENCY CONTACT INFORMATION

17. Name: Vanessa Daniels
18. Telephone #: 317/233-1241
19. E-mail address: vdaniels@ISDH.IN.gov

COURIER INFORMATION

20. Name: Steve Martin
21. Telephone #: 317/233-7573
22. E-mail address: smartin@ISDH.IN.gov

VENDOR INFORMATION

23. Vendor ID #: 0000015161
24. Name: AIT LABORATORIES
25. Telephone #: 317/243-3894
26. Address: 2265 EXECUTIVE DRIVE
INDIANAPOLIS, IN 46241

27. E-mail address: maevans@ait.abs.com

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

29. Primary Vendor: M/WBE
Minority: ☒ Yes ☐ No
Women: ☒ Yes ☐ No
30. If yes, list the %:
Minority: %
Women: %

31. Sub Vendor: M/WBE
Minority: ☒ Yes ☐ No
Women: ☒ Yes ☐ No
32. If yes, list the %:
Minority: %
Women: %

33. Is there Renewal Language in ☒ Yes ☐ No
34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No

35. Will the attached document involve data processing or telecommunications systems ☐ Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 35-48-1-9

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 processes meconium collection kits to analyze and report screening results to ISDH for the presence of controlled substances defined under IC 35-48-1-9. Amendment #1 increase MCH funding by \$8,991 to cover costs. Amendment #2: Adds Children Special Health Care Needs (CSHCN) funding in the amount of \$62,000. The funds will be used to process meconium collection kits, analyze and report screening results to ISDH. Contract Renewal #1 Extends the contract for 12 months and increase funding by \$58,121 to cover service costs. Amended to increase funding \$3,125.

38. Justification of vendor selection and determination of price reasonableness:
ISDH awarded this contract under RFP 5-56

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

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OAG-ADVISORY

40. Agency fiscal officer or representative approval: **MA**
41. Date Approved: **11/26/07**
42. Budget agency approval: **M. Compton**
43. Date Approved: **12/13/07**
44. Attorney General's Office approval: **CAB**
45. Date Approved: **12-20-07**
46. Agency representative receiving from AG
47. Date Approved



1000-537000-108630
TDAB 968-1 \$177,488
3620-537000-141600
MCH 968-1 \$80,749
A% 85
C% 15
2070-537000-140000
CSHCN 968-1 \$62,000

MS 11/14/07
MS 11/14/07

Amendment No. 3
EDS Number A70-6-7424

This is an Amendment to the existing Test for Drug Afflicted Babies Personal Services Contract entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **American Institute of Toxicology, Inc. d.b.a. AIT Laboratories** (hereinafter referred to as the "Contractor") for the period from July 1, 2005 through June 30, 2008, in the amount of \$317,112.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The amount of the Personal Services Contract is being increased by \$3,125, making the new total of the Personal Services Contract \$320,237. The additional funds will be used to continue providing services.

Paragraph 2 – **Consideration** is amended to read:

The Contractor will be paid monthly in arrears using the rate set out on Exhibit 1, attached hereto and hereby incorporated into this Contract. Payments shall be made by the State upon receipt of duly executed Invoices, with payments from the Test for Drug Afflicted Babies fund not to exceed \$58,121 for the period July 1, 2005 through June 30, 2006, \$58,121 for the period July 1, 2006 through June 30, 2007, and \$61,246 for the period July 1, 2007 through June 30, 2008. Payments from the Maternal and Child Health fund shall not exceed \$53,840 for the period October 1, 2005 through September 30, 2006, and \$26,909 for the period October 1, 2006 through June 30, 2007. Payment from the Children's Special Health Care Needs fund shall not exceed \$62,000 for the period February 1, 2007 through June 30, 2007. Total remuneration under this Contract shall not exceed \$320,237.

Paragraph 34B is amended to read:

All accounts will be closed sixty (60) days after the end of each Contract period as specified in Paragraph 2. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

Funding Summary

1000-108630	7/1/05 – 6/30/06	\$ 58,121
3620-141600	10/1/05 – 9/30/06	\$ 53,840
1000-108630	7/1/06 – 6/30/07	\$ 58,121
3620-141600	10/1/06 – 6/30/07	\$ 26,909
2070-140000	2/1/07 – 6/30/07	\$ 62,000
1000-108630	7/1/07 – 6/30/08	<u>\$ 61,246</u>

Total		\$320,237
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All other matters previously agreed to and set forth in the original Personal Services Contract and not affected by this Amendment shall remain in full force and effect.

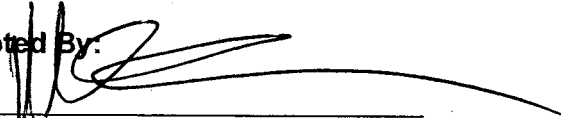
Non-Collusion and Acceptance

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

The rest of this page has been left blank intentionally.

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


Accepted By:


MICHAEL A. EVANS, Ph.D.
PRESIDENT/CEO
AMERICAN INSTITUTE OF TOXICOLOGY, INC.
D.B.A. AIT LABORATORIES

DATE:

11/20/07

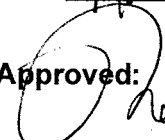
Certification of Funds:


BEVERLY S. FLANAGAN
DEPUTY DIRECTOR OF BUSINESS PROCESSES
DIVISION OF FINANCE
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

November 26, 2007

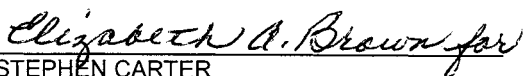
Approved:


CARRIE HENDERSON
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE:


11/28/2007

Approved as to Form and Legality:


STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 12-20-07


Recommended and Approved By:


LANCE RHODES
CHIEF FINANCIAL OFFICER
OPERATIONAL SERVICES
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

11/26/07

Approved:


CHRISTOPHER A. RUHL, DIRECTOR
STATE BUDGET AGENCY
STATE OF INDIANA

DATE:

12/13/07