

12438

MAY 23 2008



EXECUTIVE DOCUMENT SUMMARY

State Form 11-1 (07-05)

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.

Received
MAY 23 2008
DOA Contracts

7/11

JS

1. EDS Number: A70-6-7424	2. Date prepared: 3/31/2008
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3. CONTRACTS & LEASES

Professional/Personal Services	<input checked="" type="checkbox"/> Contract for procured Services
Grant	<input type="checkbox"/> Maintenance
Lease	<input type="checkbox"/> License Agreement
Attorney	<input checked="" type="checkbox"/> Amendment# 4
MOU	<input type="checkbox"/> Renewal #
QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number: 1000-10863.537000	5. Account Name: Test for Drug Afflicted Babies
6. Total amount this action: \$57,496.00	7. New contract total: 377,733.00
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	\$59,371.00
Year 2009	\$59,371.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2005	12. To (month, day, year): 6/30/2009
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input type="checkbox"/> Special Procurement	
<input checked="" type="checkbox"/> RFP# 5-56 <input type="checkbox"/> Other (specify)	

14. Name of agency: Department of Health		15. Requisition Number:
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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) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: %
31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: %
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems	Yes: IOT or Delegate has signed off on contract
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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 #4 reduces the budget of FY 2008 by \$1,875 due to legislative budget cuts and extends this contract through FY2009 with \$59,371.

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.)

40. Agency fiscal officer or representative approval mm	41. Date Approved 5-22-09	42. Budget agency approval M.F. Compton	43. Date Approved 5/22/09
44. Attorney General's Office approval JFS	45. Date Approved 6-4-08	46. Agency representative receiving from AG	47. Date Approved



RECEIVED

MAY 29 2008

OAG-ADVISORY

1000-537000-108630
TDAB 968-1 \$234,984
3620-537000-141600
MCH 968-1 \$80,749
A% 85
C% 15
2070-537000-140000
CSHCN 968-1 \$62,000

4/25/08

Amendment No. 4
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 \$320,237.

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 \$57,496, making the new total of the Personal Services Contract \$377,733. The additional funds will be used to continue processing meconium collection kits; analyze and report screening results to the Indiana State Department of Health (ISDH). In addition Fiscal Year 2008 Test for Drug Afflicted Babies budget is being reduced by \$1,875 due to legislative budget cuts. The expiration date of this Personal Services Contract is being extended to June 30, 2009.

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

The Contractor will be paid monthly in arrears at the rate of \$80 per meconium specimen as 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, \$59,371 for the period July 1, 2007 through June 30, 2008, and \$59,371 for the period July 1, 2008 through June 30, 2009. 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 \$377,733.

Paragraph 9B – **Ethics** is amended to read:

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 there under, 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 this Grant immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

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	\$ 59,371
1000-108630	7/1/08 – 6/30/09	<u>\$ 59,371</u>
Total		\$377,733

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.

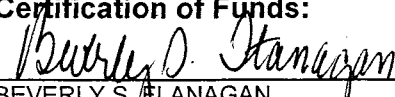
Accepted By:


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

DATE:

5/14/08

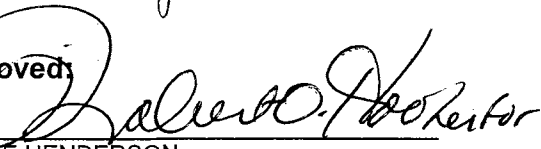
Certification of Funds:


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

DATE:

May 22, 2008

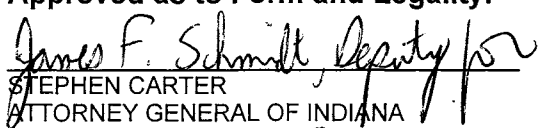
Approved:


CARRIE HENDERSON
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE:

5/23/2008

Approved as to Form and Legality:


STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE:

6-4-08

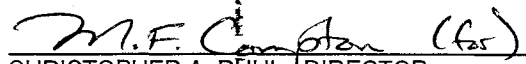
Recommended and Approved By:


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

DATE:

5/22/08

Approved:


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

DATE:

5/28/08