

12374

MAY 27 2008



## EXECUTIVE DOCUMENT-SUMMARY

State Form 41221 (Rev. 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.

Received

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INDOA Contracts

1. EDS Number: a70-8-069132	2. Date prepared: 3/24/2008
<b>3. CONTRACTS &amp; LEASES</b>	
<input type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA	<input checked="" type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input checked="" type="checkbox"/> Amendment# 1 <input type="checkbox"/> Renewal # <input type="checkbox"/> Other
<b>FISCAL INFORMATION</b>	
4. Account Number: 2070-14000.537000	5. Account Name: Child Spec Hlth Care-St/Cty
6. Total amount this action: \$62,000.00	7. New contract total: 124,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2008	\$62,000.00
Year 2009	\$62,000.00
Year	\$
Year	\$
<b>TIME PERIOD COVERED IN THIS EDS</b>	
11. From (month, day, year): 1/1/2008	12. To (month, day, year): 6/30/2009
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> RFP# 5-56 <input type="checkbox"/> Other (specify)	
13. Method of source selection: _____ Negotiated	
_____ Special Procurement	
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 extends the contract through 6/30/2009 with \$62,000.	
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 <i>MA</i>	41. Date Approved 5-27-08
44. Attorney General's Office approval <i>PACT</i>	45. Date Approved 6/9/08
42. Budget agency approval <i>Michael F. Compton</i>	43. Date Approved 6/2/08
46. Agency representative receiving from AG	47. Date Approved

<b>AGENCY INFORMATION</b>	
14. Name of agency: Department of Health	15. Requisition Number:
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	
<b>AGENCY CONTACT INFORMATION</b>	
17. Name: Vanessa L. Daniels	18. Telephone #: 317/233-1241
19. E-mail address: vdaniels@ISDH.IN.gov	
<b>COURIER INFORMATION</b>	
20. Name: Steve Martin	21. Telephone #: 317/233-7573
22. E-mail address: smartin@ISDH.IN.gov	
<b>VENDOR INFORMATION</b>	
23. Vendor ID # 0000015161	
24. Name: AIT LABORATORIES	25. Telephone #: 317/243-2789
26. Address: 2265 EXECUTIVE DRIVE INDIANAPOLIS, IN 46241	
27. E-mail address: maevans@aitlabs.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be re-registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % 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

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JUN 03 2008

OAG-ADVISORY



23538-001

**Amendment No. 1**  
**EDS Number A70-8-069132**

This is an Amendment to the existing Children's Special Health Care 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 January 1, 2008 through June 30, 2008, in the amount of \$62,000.

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 \$62,000, making the new total of the Personal Services Contract \$124,000. The additional funds will be used to process meconium collections kits to analyze and report screening results to the Indiana State Department of Health (ISDH) for the presence of controlled substances as defined under IC 35-48-1-9. See Attachment B, attached hereto, made a part hereof and incorporated herein by reference as part of this Personal Services Contract. 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 using the rate of \$80.00 per meconium specimen as set out on Exhibit A-1. Payments shall not exceed \$62,000 for the period of January 1, 2008 through June 30, 2008, and \$62,000 for the period July 1, 2008 through June 30, 2009. Total remuneration under this Contract shall not exceed \$124,000.

Paragraph 33B 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**

2070-140000	01/1/08 thru 6/30/08	62,000
2070-140000	07/1/08 thru 6/30/09	<u>62,000</u>
Total		\$124,000

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.

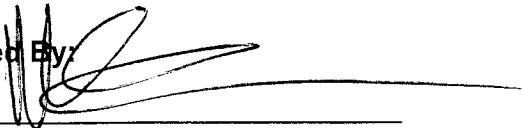
### **Non-Collusion and Acceptance**

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: 5/20/08

Certification of Funds:

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

DATE: May 27, 2008

Approved:

  
CARRIE HENDERSON  
COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

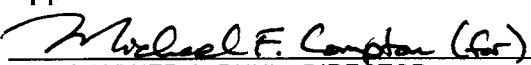
DATE: 5/24/08

Recommended and Approved By:

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

DATE: 5/24/08

Approved:

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

DATE: 6/2/08

Approved as to Form and Legality:

  
STEPHEN CARTER  
ATTORNEY GENERAL OF INDIANA

DATE: 6/9/2008

**SECTION II - BUDGET**  
**MCH AND MATCHING FUNDS ESTIMATED COST AND**  
**CLIENTS TO BE SERVED FISCAL YEAR 2009**

Applicant Agency: American Institute of Technology Laboratories

Service	MCH Cost Per Service <sup>1</sup>	MCH Matching Funds Allocated Per Service	Total Unduplicated # Estimated To Be Served by MCH and MCH Matching Funds
Prenatal Care Coordination			
Prenatal Medical Care			
Infant Health Care <sup>6</sup>			
Child Health Care <sup>7</sup>			
Family Planning			
School Based Adolescent Health			
Family Care Coordination			
Other (List): <b>Meconium Screening</b>	\$62,000		
TOTAL	\$ 62,000	\$	

<sup>1</sup> Cells in this column should reflect the amount of the MCH grant award that is estimated to be spent on specific services, e.g., prenatal care, family planning. Do not enter a per client cost.

<sup>2</sup> This cell should reflect the total grant request