

JUN 26 2008

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4/07)



Received

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.

JUN 27 2008

IDOA Contracts

1. EDS Number: A70-6-7805	2. Date prepared: 5/28/2008
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# 2
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number: 3610-10350.539000	5. Account Name: ADDRESSING ASTHMA
6. Total amount this action: \$22,521.00	7. New contract total: 89,372.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2006	\$22,000.00
Year 2007	\$22,000.00
Year 2008	\$22,851.00
Year 2009	\$22,521.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/1/2005	12. To (month, day, year): 8/31/2009
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify) <input type="checkbox"/> 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):
NA

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

As indicated in Amendment #2, IEHA will continue to provide an individual knowledgeable about the environment and asthma to: provide technical assistance to the ISDH Asthma Program and its partners, gather technical assistance materials, and write proposed revisions to identified legislation. As established by Indiana's cooperative agreement with the CDC, the scope of work and budget amounts have been approved by the CDC.

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

IEHA is a network of professional environmental health personnel who work to control environmental hazards to permit attainment of optimum human health. The organization's expertise is most relevant to the successful completion of the work described above. IEHA will provide requested services with an administration fee of 10%.

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>mm</i>	41. Date Approved 6-25-08	42. Budget agency approval <i>Michael F. Compton</i>	43. Date Approved 7/2/08
44. Attorney General's Office approval <i>EAB</i>	45. Date Approved 7-7-08	46. Agency representative receiving from AG	47. Date Approved

8045-003



Amendment No. 2
EDS Number A70-6-7805

This is an Amendment to the existing Addressing Asthma Personal Services Contract entered into by and between the **Indiana State Department of Health** (hereinafter referred to as the "State") and **Indiana Environmental Health Association, Inc.** (hereinafter referred to as the "Contractor") for the period from September 1, 2005 through August 31, 2008, in the amount of \$66,851.

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 \$22,521, making the new total of the Personal Services Contract \$89,372. The additional funds will be used to continue providing an environmental epidemiologist or an individual knowledgeable about the environment and asthma to: provide technical assistance to the Indiana State Department of Health (ISDH) Asthma Program and its partners, gather technical assistance materials and write proposed revisions to identified legislation. See Attachment D, attached hereto, and made a part hereof and incorporated herein as a part of this Person Services Contract. The expiration date of this Personal Services Contract is being extended to August 31, 2009.

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

The Contractor will be paid monthly in arrears using the rate(s) set out on Attachment A, B, C, and D. Payments shall not exceed \$22,000 for the period of September 1, 2005 through August 31, 2006, \$22,000 for the period September 1, 2006 through August 31, 2007, \$22,851 for the period September 1, 2007 through August 31, 2008, and \$22,521 for the period September 1 2008 through August 31, 2009. Total remuneration under this Contract shall not exceed \$89,372.

Paragraph 9B – **Compliance with Laws** 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 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 this Contract 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

3610-103500	9/1/05 thru 8/31/06	\$22,000
3610-103500	9/1/06 thru 8/31/07	22,000
3610-103500	9/1/07 thru 8/31/08	22,851
3610-103500	9/1/08 thru 8/31/09	<u>22,521</u>
Total		\$89,372

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:

Pat Minnick
PAT MINNICK
PRESIDENT
INDIANA ENVIRONMENTAL HEALTH
ASSOCIATION, INC.

DATE: 6/20/08

Certification of Funds:

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

DATE: 6/25/08

Recommended and Approved By:

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

DATE: Jun 25, 2008

Approved:

Carrie Henderson
CARRIE HENDERSON
COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 6/27/08

Approved:

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

DATE: 7/2/08

Approved as to Form and Legality:

Elizabeth A. Brown for
STEPHEN CARTER
ATTORNEY GENERAL OF INDIANA

DATE: 7-7-08

ATTACHMENT D
Indiana Environmental Health Association (IEHA)

1. PURPOSE OF THE CONTRACT:

The purpose of this contract is to provide the following services to the Indiana State Department of Health (ISDH) Asthma Program:

Provide an individual knowledgeable about the environment and asthma to coordinate and staff the Environmental Quality Workgroup. This person will also provide technical assistance to the ISDH, InJAC's workgroups and other stakeholders. The assistance will include actively planning and implementing activities in the State Plan for the Environmental Quality workgroup for the next year.

2. SERVICE RECIPIENTS

Citizens of the State of Indiana

3. CONTRACT ACTIVITIES

REQUIRED ACTIVITIES	MEASURABLE CRITERIA	PAYMENT
Employ an individual knowledgeable about the environment, .5FTE	Services to be provided in accordance with the Asthma Program's Centers for Disease Control and Prevention (CDC) Cooperative Agreement.	\$20,114
Environmentalism will provide technical assistance to the state, InJAC and stakeholders.	Services to be provided in accordance with the Asthma Program's CDC Cooperative Agreement.	
Environmentalism will coordinate and staff the Environmental Quality (EQ) Workgroup.	Services to be provided in accordance with the Asthma Program's CDC Cooperative Agreement.	
Environmentalism will plan and implement activities in the State Plan for the EQ Workgroup.	Services to be provided in accordance with the Asthma Program's CDC Cooperative Agreement.	
Travel (150 miles @ \$0.40)	Services to be provided in accordance with the Asthma Program's CDC Cooperative Agreement.	\$60
Supplies	Services to be provided in accordance with the Asthma Program's CDC Cooperative Agreement	\$300
Administration Fee (10% of 20,474)		\$2,047
Total		\$22,521

Any deviation in program expenditures must be requested in writing to the Chronic Disease Director at ISDH prior to funds being moved or expended.

4. EQUIPMENT

The Contractor is responsible for the cost of all repairs, maintenance, and/or replacement of equipment purchased with grant funds while they have care, custody and control over this equipment, and will not be reimbursed with grant funds for such expenses.

5. TRAVEL

Travel (mileage/per diem) will be paid the lower of either the provider or the state of Indiana.

All out of state travel using contract funds must have prior written authorization from the State. Authorization for out of state travel must be requested in writing at least six weeks prior to expected travel.

6. INVOICES

All invoices must be accompanied by written documentation of actual expenditures for all claimed items.

The Contractor will be paid monthly for the deliverables defined and referenced above. Such payment shall be made in arrears upon receipt and approval of invoices. The payments shall be made in the amounts set out in the Deliverables and Schedule of Payment and hereby incorporated into this Contract for Services.