1. CALL TO ORDER

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:16 AM.

2. ROLL CALL

PRESENT: Hart, DiCianni, Eckhoff, Grasso, Healy (8:18 AM), Khouri, Larsen, Noonan, Tornatore (8:20 AM)
ABSENT: Grant, Puchalski, Zay

Mr. Gavanes was also present.

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REMARKS

None

5. APPROVAL OF MINUTES:

A. Judicial/Public Safety Committee - Regular Meeting - Sep 4, 2018 8:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Khouri, Larsen, Noonan
ABSENT: Grant, Healy, Puchalski, Tornatore, Zay

6. BUDGET TRANSFERS

A. Budget Transfers -- Transfer of funds from account no 53610 (instruction & schooling) to account no 53830 (other contractual expenses) for the Sheriff's Office in the amount of $23,205.00 to cover incoming invoices for the BCO Academy Training.
RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grasso, Khouri, Larsen, Noonan
ABSENT: Grant, Healy, Puchalski, Tornatore, Zay

7. ACTION ITEMS


RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Khouri, Larsen, Noonan
ABSENT: Grant, Healy, Puchalski, Tornatore, Zay

B. JPS-O-0065-18 ORDINANCE -- Enabling Ordinance Hinsdale Lake Terrace Avanath Realty Inc. for traffic control in residential subdivision.

Member Healy arrived at 8:18 AM.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

C. JPS-P-0241-18 Recommendation for the approval of a contract purchase order to Sentinel Offender Services LLC, to provide GPS device or electronic monitoring services to juveniles and indigent adult offenders and their victims, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $75,000.00. Contract pursuant to the Intergovernmental Cooperation Act – National Association of State Procurement Officers (NASPO).
RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

D. 2018-220 Recommendation to approve the payment of invoice to Genus Technologies LLC for annual maintenance contract for the Circuit Court Clerk’s Office for the total amount of $5,395.00, per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Greg Hart, District 3
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

E. 2018-221 Recommendation to approve the payment of invoice to HOV Services for hardware maintenance for the Circuit Court Clerk’s Office for the total amount of $1,845.00, per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

F. 2018-222 Recommendation for the approval of a contract purchase order to Dr. Melissa K. Runyon, Ph. D., to provide 2-Day Introductory Training in Trauma Focused Cognitive Behavioral Therapy for Probation and/or community-based clinical partners, for the period of September 1, 2018 through June 30, 2019, for a contract total amount not to exceed $10,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). “GRANT FUNDED”

Member Khouri questioned the Doctor's daily rate. Probation's Sharon Donald explained that the fee included not only the two days of training but also the initial work and follow up calls that would be made regarding any points of clarification.
RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

G. Authorization for Overnight Travel -- Authorization to Travel-OHSEM Supervisor to travel to Emmitsburg, Maryland on November 4 through November 9, 2018 to attend Federal Emergency Management Agency (FEMA) training for the Master Exercise Practitioner Program, discussing exercise standards. This is part one of two trips to Maryland. Most costs are being covered by FEMA. The approximate cost to the County for this trip is $75.00.

Action Items 7.G and 7.H were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

H. Authorization for Overnight Travel -- Authorization to Travel-OHSEM Supervisor to travel to Emmitsburg, Maryland on March 3 through March 8, 2019 to attend Federal Emergency Management Agency (FEMA) training for the Master Exercise Practitioner Program, discussing exercise standards. This is part two of two trips to Maryland. Most costs are being covered by FEMA. The approximate cost to the County for this trip is $75.00.

Action Items 7.G and 7.H were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

8. OLD BUSINESS

A. 2019 Jail Food Bid - James McGuire

Member Tornatore arrived at 8:20 AM.
Mr. McGuire addressed the committee, sharing that three potential companies have been identified as food providers for the jail, and the entire process will move from a 3 step to a 2 step process. Overall, Procurement and the Sheriff’s Office are working together to reduce costs by creating a more precise menu with the potential for overlapping services. The current food contract for the jail will expire in March of 2019.

9. NEW BUSINESS

10. ADJOURNMENT

A. Motion to Adjourn

Without objection, the meeting was adjourned at 8:25 AM.

<table>
<thead>
<tr>
<th>RESULT:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Robert L Larsen, Vice Chair</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan, Tornatore</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Grant, Puchalski, Zay</td>
</tr>
</tbody>
</table>
1. CALL TO ORDER

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:16 AM.

2. ROLL CALL

PRESENT: DiCianni, Eckhoff, Grant, Grasso, Healy, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Hart, Khouri

Mr. Gavanes was also present.

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REMARKS

Chairman Eckhoff had two items he spoke to the committee about.

Initially Eckhoff read the Sheriff’s Office’s JUST of DuPage press release to the Board and those present. The typed press release has been attached to the minutes for record keeping purposes. Member Zay did feel it was important to also recognized Mr. Berlin, DuPage County State’s Attorney, as well as Mr. York, the department head of the Public Defender’s Office, for their leadership in assisting with a resolution to the JUST situation.

Finally, Chairman Eckhoff announced the departure of Christopher Walton. This will be his last JPS meeting. He will be leaving the County to pursue other professional opportunities.

5. APPROVAL OF MINUTES:

A. Judicial/Public Safety Committee - Regular Meeting - Aug 21, 2018 8:15 AM
RESULT: ACCEPTED [UNANIMOUS]
MOVER: Sam Tornatore, District 1
SECONDER: Donald Puchalski, District 1
AYES: DiCianni, Eckhoff, Grant, Grasso, Healy, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Hart, Khouri

6. BUDGET TRANSFERS
Budget Transfer Items 6.A and 6.B have been combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Sean T Noonan, District 2
AYES: DiCianni, Eckhoff, Grant, Grasso, Healy, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Hart, Khouri

A. Budget Transfers -- Transfer of funds from account no 52200 (operating supplies & materials) and 52220 (wearing apparel) to account no 52100 (IT Equipment Small Value) for Campus Security in the amount of $3700.00 to cover invoices.

B. Budget Transfers -- Transfer of funds from account no 50000 (regular salaries) to account no 53700 (matching funds/contributions) for the Children's Center in the amount of $3,200.00 to increase matching funds budget resulting from an increase in donated funds.

7. ACTION ITEMS

A. FI-R-0394-18 RESOLUTION -- Acceptance and Appropriation of the DCHD-Illinois Public Health Emergency Preparedness Grant FY19 $350,000.00

RESULT: APPROVED [UNANIMOUS]
MOVER: James Zay, District 6
SECONDER: Peter DiCianni, District 2
AYES: DiCianni, Eckhoff, Grant, Grasso, Healy, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Hart, Khouri

8. INFORMATIONAL ITEMS
Informational Items 8.A, 8.B, and 8.C were combined, accepted and placed on file.
RESULT: APPROVED [UNANIMOUS]
MOVER: Donald Puchalski, District 1
SECONDER: Peter DiCianni, District 2
AYES: DiCianni, Eckhoff, Grant, Grasso, Healy, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Hart, Khouri

A. Grant Proposal Notifications -- GPN & Report 039-18 - Illinois Court Improvement Program Grant - Administrative Office of the Illinois Court- DuPage Circuit Court - $10,000.00


D. Presentation: STOP School Violence: Prevention and Mental Health Training Program - Dr. Ruscitti

Dr. Ruscitti spoke to the JPS Board regarding school safety and the many steps that are being taken to promote the continuance of preparedness and planned action in the face of a threat. A School Safety Task Force, with a wide array of members, has been established to help address any foreseen challenges; the task force is a knowledgeable and proactive team. Currently the Task Force is focusing on three priorities which include: 1. Developing a School Crisis Plan that will result in the best practice for the 42 school districts in DuPage County, (that plan may be utilized eventually by the entire State). 2. Develop a Behavioral Threat Assessment. and 3. Provide training and more training to the students, staff and personnel in the school system.

Several Board members did have follow-up questions that had Member Grasso voicing a concern about the lack of trained armed personnel in schools, Member Tornatore questioning the involvement of private schools, Member DiCianni inquiring on the status of retired police being hired as resource officers in the schools, and finally culminating in Member Tornatore's final question about the possibility of educational staff being allowed to carry fire arms during their work day.

Dr. Ruscitti answered all the presented questions, expounding that currently, adding armed officers to the buildings was not being considered as a universal solution but some districts have hired additional school resource officers (SRO) who have police work as part of their career history. Private schools are being considered in these discussions and those partners have been invited to the table. The matter of staff carrying weapons is something that will need further debate while considering current legislation.

9. OLD BUSINESS
None

10. NEW BUSINESS
Member Zay expressed some concern regarding a $300k invoice that had been presented to the Sheriff's Office for tablets (that were utilized by the inmates) which had been initially introduced as free to the County and consequently a cost saving measure. DuPage Auditor, Bob Grogan did address the committee at this point and assure them the Sheriff’s accounts and invoices are undergoing an audit. This audit was at Sheriff Zaruba’s request and is also standard procedure for change of leadership within a DuPage County office/department.

11. ADJOURNMENT

A. Motion to Adjourn

Members Noonan and Healy left at 8:45 AM.

Without objection, the meeting was adjourned at 9:05 AM.

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: DiCianni, Eckhoff, Grant, Grasso, Larsen, Puchalski, Tornatore, Zay
ABSENT: Hart, Healy, Khouri, Noonan

12. COMMUNICATIONS

A. Meeting Handout

1. JUST/DuPage Sheriff Press Release
**DuPage County, Illinois**  
**BUDGET ADJUSTMENT**  
**Effective September 21, 2016**

### From: 1300  
**Company #**

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<th>Sub-Account</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>4460</td>
<td>53610</td>
<td></td>
<td>INSTRUCTION &amp; SCHOOLING</td>
<td>$ 23,205.00</td>
<td>32,099.40</td>
<td>8,894.40</td>
<td>9/7/18</td>
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**Total** $ 23,205.00

### To: 1300  
**Company #**

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<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
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<tr>
<td>4460</td>
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<td>OTHER CONTRACTUAL EXPENSES</td>
<td>$ 23,205.00</td>
<td>27,045.56</td>
<td>50,250.56</td>
<td>9/7/18</td>
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**Total** $ 23,205.00

**Reason for Request:**

To cover incoming invoice for BCO Academy Training

**Finance Department Use Only**

- **Department Head**
- **Chief Financial Officer**

---

**Packet Pg. 10**
## REVENUE

41000-0004 – Federal Operating Grant – DOJ  \$ 291,569

**TOTAL ANTICIPATED REVENUE**  \$ 291,569

## EXPENDITURES

### PERSONNEL

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<td>50010</td>
<td>Overtime</td>
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<td>Part Time Help</td>
<td>$ 59,090</td>
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<td>51010</td>
<td>Employer Share I.M.R.F.</td>
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<td>51030</td>
<td>Employer Share Social Security</td>
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**TOTAL PERSONNEL**  \$ 101,500

### COMMODITIES

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<td>Furn/Mach/Equip Small Value</td>
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<tr>
<td>52200</td>
<td>Operating Supplies &amp; Materials</td>
<td>$ 98,246</td>
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**TOTAL COMMODITIES**  \$ 98,846

### CONTRACTUAL SERVICES

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<tr>
<td>53510</td>
<td>Travel Expense</td>
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<tr>
<td>53610</td>
<td>Instruction and Schooling</td>
<td>$ 3,360</td>
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**TOTAL CONTRACTUAL SERVICES**  \$ 14,223

### CAPITAL OUTLAY

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<tr>
<td>54110</td>
<td>Equipment and Machinery</td>
<td>$ 77,000</td>
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**TOTAL CAPITAL OUTLAY**  \$ 77,000

**TOTAL ADDITIONAL APPROPRIATION**  \$ 291,569
### Attachment II

**U.S. Department of Justice**  
**Office of Justice Programs**  
**National Institute of Justice**

<table>
<thead>
<tr>
<th>Grant</th>
<th>PAGE 1 OF 17</th>
</tr>
</thead>
</table>
| 1. RECIPIENT NAME AND ADDRESS (Including Zip Code)  
DuPage County Sheriff Department  
501 North County Farm Road  
Wheaton, IL 60187 | 4. AWARD NUMBER:  
2018-DN-BX-0095 |
| 2a. GRANTEE IRS/VENDOR NO.  
366006551 | 5. PROJECT PERIOD FROM  
01/01/2019 TO 12/31/2020 |
| 2b. GRANTEE DUNS NO.  
135836026 | 6. AWARD DATE  
09/05/2018 |
| 3. PROJECT TITLE  
FY 2018 DNA Capacity Enhancement and Backlog Reduction Program | 7. ACTION  
Initial |
| 8. SUPPLEMENT NUMBER  
00 | 9. PREVIOUS AWARD AMOUNT  
$0 |
| 10. AMOUNT OF THIS AWARD  
$291,569 | 11. TOTAL AWARD  
$291,569 |

**12. SPECIAL CONDITIONS**  
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

**13. STATUTORY AUTHORITY FOR GRANT**  
This project is supported under FY18(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 115-141, 132 Stat. 348, 421; Pub. L. No. 114-324, section 3(a); 28 USC 530C

**14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)**  
16.741 - DNA Backlog Reduction Program

**15. METHOD OF PAYMENT**  
GPRS

**16. TYPED NAME AND TITLE OF APPROVING OFFICIAL**  
Laura L. Rogers  
Acting Principal Deputy Assistant Attorney General

**18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL**  
Tamara Camp  
Forensic Scientist

**17. SIGNATURE OF APPROVING OFFICIAL**  
*Signature on File*

**19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL**  
*Signature on File*  
9/6/18

**20. ACCOUNTING CLASSIFICATION CODES**

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<th>FISCAL YEAR</th>
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<th>ACT</th>
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<th>REG</th>
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<td>B</td>
<td>DN</td>
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<td>00</td>
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21. TDNSGT0071

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)
SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrantees"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.
SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmats.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient’s obligations related to SAM and to unique entity identifiers are posted on the OJP website at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including report allegations pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.
SPECIAL CONDITIONS

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.
24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--
   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
   a. it represents that--
      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.


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28. Privacy; quality assurance; CODIS/NDIS

The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 34 U.S.C. section 12592(b)(3).

The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community.

The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated with funding from this award may be entered into any non-governmental database without prior express written approval from NIJ.

If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS.

If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA database samples analyzed with funding under this award are analyzed for all 20 CODIS core STR loci, using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all profiles obtained from DNA database samples with funding from this award are entered into CODIS within 90 days of completion of analysis, and uploaded into NDIS.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

29. No research; nonsupplanting of State or local government funds

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ grant manager for the award.

The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.

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SPECIAL CONDITIONS

30. The recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this fiscal year 2018 award, above and beyond those that will be analyzed using funds from other sources.

If applicable, the recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this fiscal year 2018 award, above and beyond those that can be analyzed or reviewed using funds from other sources.

31. The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the NIJ DNA Capacity Enhancement and Backlog Reduction Program by the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the NIJ FY 2018 DNA Capacity Enhancement and Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2018 program solicitation.

The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

32. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to the NIJ grant manager for the award within ten (10) business days of implementation of the change.

33. Absent prior express written approval from NIJ, rates for any lodging charged to the award may not exceed the posted GSA rate for the location. (If the recipient opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.)

34. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at https://www.gsa.gov/forms-library/federal-financial-report), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

35. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.
SPECIAL CONDITIONS

36. Semiannual progress report narratives

The recipient agrees that its semiannual progress report narratives will include the following: (1) a summary of project goals for the fiscal year 2018 grant; (2) the grant activities performed during the reporting period; (3) the effects of such grant activities toward achieving each project goal for the fiscal year 2018 grant; (4) a description of any observed increases in evidence submissions; and (5) a description of any issues that may negatively impact project goals for the fiscal year 2018 grant.

If it (or any subrecipient) expends any amounts under the award on procurement contracts to private accredited DNA laboratories for analysis of forensic DNA casework samples or DNA database samples during the reporting period, the recipient understands and agrees that it will include in its semiannual progress report narrative (as a separately-designated section entitled, "Private Laboratory Expenditures During this Semiannual Report Period") a list specifying each such private laboratory and the total amounts the recipient (or any subrecipient) expended for such procurement contracts per laboratory during the reporting period. If applicable, the recipient must state in its report narrative with respect to any reporting period during which no such expenditures occurred that it did not expend (nor did any subrecipient expend) any amounts under the award on such procurement contracts. The recipient agrees to take any necessary steps to ensure that reports of such procurement contract expenditures (with respect to the recipient and any subrecipient) are fully supportable by documentation and consistent with expenditures as reported on quarterly financial status reports the recipient submits to OJP.

Final progress report

The recipient agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of performance under this award. This report will include the following: a summary and assessment of the program carried out with the fiscal year 2018 grant, which shall include a comparison of pre-grant and post-grant DNA-forensic capacity and take into account cumulative performance measure data.

The recipient agrees that it will include in its final report a report on any amounts it (or any subrecipient) expended under the award on procurement contracts to private accredited DNA laboratories for analysis of forensic DNA casework samples or DNA database samples that it did not include in any previously-submitted semiannual progress report, in order to ensure that it submits such information to OJP that covers the entire period of performance under this award.

The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

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37. Semiannual performance measure data reporting - Forensic DNA casework and capacity enhancement

The recipient agrees to submit applicable performance measure data regarding forensic DNA casework and capacity enhancement at the same time that it submits its semiannual progress reports. These semiannual performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://ojpss/ojp.gov/. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the beginning of the award period, and the average number of forensic DNA samples analyzed per analyst/month at the beginning of the award period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the reporting period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the reporting period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the reporting period, the number of forensic biology/DNA cases analyzed during the reporting period using funds provided under this award, and the number of DNA profiles from forensic analyses entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for forensic casework DNA backlog reduction projects -- the number of CODIS hits during the reporting period attributable to the forensic analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

38. Semiannual Performance Measure Data Reporting - DNA database sample analysis and capacity enhancement

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient agrees to submit applicable performance measure data at the same time that it submits its semiannual progress reports. These semiannual performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://ojpss/ojp.gov/. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the beginning of the award period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the DNA profile to CODIS at the beginning of the award period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the reporting period, the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the reporting period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the reporting period, the number of DNA database samples analyzed during the reporting period using funds from this award, and the number of DNA profiles from DNA database samples entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for DNA database backlog reduction projects -- the number of CODIS hits during the reporting period resulting from DNA database profiles developed using funds provided under this award).

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.
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39. Final performance measure data reporting

The recipient agrees to submit applicable performance measure data at the same time that it submits its final report. These final performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://ojpss.ojp.gov/. With respect to data concerning forensic DNA activities, the final report should contain: (1) for forensic DNA capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the project period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the project period, and (2) for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the project period, the cumulative number of forensic biology/DNA cases analyzed using funds provided under this award, the cumulative number of DNA profiles from forensic analyses entered into CODIS as a result of the funds provided under this award, and the cumulative number of CODIS hits attributable to forensic DNA analyses funded under this award.

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient also agrees to submit applicable performance measure data with its final report. With respect to such data, the final report should contain: (1) for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the project period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the project period, and (2) for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the project period, the cumulative number of DNA database samples analyzed using funds provided under this award, the cumulative number of profiles from DNA database samples entered into CODIS as the result of funds provided under this award, and the cumulative number of CODIS hits resulting from DNA database profiles developed using funds provided under this award.

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41. To assist in information sharing, the award recipient shall provide the NIJ grant manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. , awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.
SPECIAL CONDITIONS

42. The recipient shall transmit to the NIJ grant manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

43. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

44. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. “Data” includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

45. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

OJP FORM 4000/2 (REV. 4-88)
SPECIAL CONDITIONS

46. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The activities the recipient has proposed to conduct under this award fall within the scope of an NIJ Programmatic EA that complies with the National Environmental Policy Act (NEPA). These activities have been determined not to have a significant impact on the quality of the human environment.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of—(1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

47. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at https://ojp.gov/funding/explore/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to—(1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

48. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

49. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

50. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
SPECIAL CONDITIONS

51. High risk: Withholding - Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down funds under this award until—(1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this special condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at https://ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND HINSDALE LAKE TERRACE / AVANATH REALTY INC. FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

This agreement (hereinafter "AGREEMENT") is made and entered into this _ day of ____________, 2018, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and HINSDALE LAKE TERRACE / AVANATH REALTY INC. (hereinafter "HINSDALE LAKE TERRACE").

WHEREAS, HINSDALE LAKE TERRACE desires that the vehicles and traffic on the roadways and within the boundaries of HINSDALE LAKE TERRACE be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and HINSDALE LAKE TERRACE have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCs 5/11-209) (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of HINSDALE LAKE TERRACE shall not exceed the posted speed limit.

2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of HINSDALE LAKE TERRACE. HINSDALE LAKE TERRACE shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with HINSDALE LAKE TERRACE. The SHERIFF, or his designee, after consultation with HINSDALE LAKE TERRACE shall thereafter determine the proper placement of all signs and other markings.

3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of HINSDALE LAKE TERRACE shall be prohibited where posted.

4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of HINSDALE LAKE TERRACE shall be borne by HINSDALE LAKE TERRACE. HINSDALE LAKE TERRACE may maintain all signs and other markings on the roadways and within the boundaries of HINSDALE LAKE TERRACE with the SHERIFF’S approval and under the SHERIFF’S supervision.

5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of HINSDALE LAKE TERRACE as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCs 5/et seq.; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF’S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of HINSDALE LAKE TERRACE or to devote
any personnel to patrol the roadways and within the boundaries of HINSDALE LAKE TERRACE exclusively.

6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT’S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.

b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and HINSDALE LAKE TERRACE. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.

d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.

f. Compliance with All Laws. The COUNTY, the SHERIFF and HINSDALE LAKE TERRACE shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.

g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.

h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.

i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and HINSDALE LAKE TERRACE have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this ___ day of __________, 2017.

COUNTY OF DUPAGE

By: [Signature]

DuPage County Sheriff

Date: ___/___/___

By: [Signature]

DuPage County Board Chairman

Date: ___/___/___

ATTEST:

By: [Signature]

County Clerk

HINSDALE LAKE TERRACE / AVANATH REALTY INC.

By: [Signature]

Property Manager

Date: 7-1-18

ATTEST:

By: [Signature]
## Purchase Requisition

**Procurement Services Division**

**Purchase Requisition**

**Date:** Sep 5, 2018  
**MinuteTraq (IQM2) ID #:** 13427

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Sentinel Offender LLC</th>
<th>Vendor #:</th>
<th>13392</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mike Dean</td>
<td>Email: <a href="mailto:mdean@sentineladvantage.com">mdean@sentineladvantage.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 201 Technology Drive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Irvine</td>
<td>State: CA</td>
<td>Zip: 92618</td>
</tr>
<tr>
<td>Phone: 800-929-8201</td>
<td>Fax: 949-453-1554</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Probation and Court Services</th>
<th>Division: Probation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Sharon Donald</td>
<td>Email: <a href="mailto:sharon.donald@dupageco.org">sharon.donald@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 503 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-8413</td>
<td>Fax: 630-407-2502</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Dept: Probation and Court Services</th>
<th>Division: Probation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mike Dean</td>
<td>Email: <a href="mailto:mdean@sentineladvantage.com">mdean@sentineladvantage.com</a></td>
</tr>
<tr>
<td>Address: 201 Technology Drive</td>
<td></td>
</tr>
<tr>
<td>City: Irvine</td>
<td>State: CA</td>
</tr>
<tr>
<td>Phone: 800-929-8201</td>
<td>Fax: 949-453-1554</td>
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<td>Email: <a href="mailto:sharon.donald@dupageco.org">sharon.donald@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 503 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-8413</td>
<td>Fax: 630-407-2502</td>
</tr>
</tbody>
</table>

### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B. Destination</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>October 1, 2018</td>
<td>Sharon Donald</td>
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</table>

### Use for PO25 only

- Contract Administrator
- Contract Start Date
- Contract End Date

### LN  

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<th>Item Detail (Product #)</th>
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<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
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<td>1</td>
<td>EA</td>
<td>To provide GPS &amp; Electronic Monitoring Services to juvenile, adult offenders and victims</td>
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<td>1000</td>
<td>6100</td>
<td>53410</td>
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<td>62,871</td>
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<tr>
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<td>1</td>
<td>EA</td>
<td>To provide GPS &amp; Electronic Monitoring Services to Pretrial</td>
<td>18 &amp; 19</td>
<td>1400</td>
<td>6120</td>
<td>53410</td>
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</table>

**Requisition Total:** $ 75,000

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

Pricing per NASPO ValuePoint Addendum Co-Op Contract #00212 for Agency Pay Program:
- Active GPS: $5.00 per active day
- Active Victim GPS: $4.00 per active day
- Hybrid GPS: $3.64 per active day
- BackTrak Satellite Monitoring and Remote Tracking Services for Passive GFPS and RF Monitoring via Home Monitoring Unit: #3.15 per active day
- Agency Insurance Plan for available GPS equipment: $0.35 per unit per day
- OM400 Beacon Compatible with OM400 GPS device: $0.25 per active day
- RF Patrol Cellular Monitoring: $2.91 per active day
- Agency Insurance Plan for all available RF equipment: $0.35 per unit per day

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):

---

Packet Pg. 32
Procurement Review Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Sentinel Offender Services LLC
Vendor #: 13392
Dept: Probation and Court Services
Contact: Sharon Donald

Contract Term: 10/1/2018-9/30/2019
Contract Total: $75,000.00

Assigned Agency: Judicial Public Safety Committee

Description of Procurement/Scope of Work/Background:
To provide court ordered GPS devices or Electronic Monitoring Services to juvenile and indigent adult offenders and their victims. The Offender Pay Program was passed per statute 5B 2870 which allows offenders to make payments directly to a Third Party vendor for their services.

Reason for Procurement:
To request services with Sentinel per the National Association of State Procurement Officers (NASPO) cooperative purchasing agreement.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 1000-6100-53410 & 1400-6120-53410
☐ Budget Transfer (Date) _______________ Add'l Information _______________________

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # __________________________ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ Per Coop (DPC4-107) select one below

WSCA/NASPO # __________________________ NASPO Contract Number 0012

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (Include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # __________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

KBT
Prepared By _______________ Sep 4, 2018
Date

SAD
Recommended for Approval _______________ Sep 5, 2018
Date

IT Approval, if required _______________

REVIEWED BY (Initials Only)

Buyer _______________ Date 9-7-18
Procurement Officer

Chief Financial Officer (Decision Memos Over $25,000) _______________ Date 9-12-18
Chairman's Office (Decision Memos Over $25,000)
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Probation and Court Services</th>
<th>Department Contact: Sharon Donald</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:sharon.donald@dupageco.org">sharon.donald@dupageco.org</a></td>
<td>Contact Phone: 630-407-8413</td>
</tr>
<tr>
<td>Vendor Name: Sentinel Offender Services LLC</td>
<td>Vendor #: 13392</td>
</tr>
</tbody>
</table>

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Request approval to renew the contract with Sentinel Offender Services LLC a National Cooperative agreement with the County of DuPage.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The Sentinel Offender Services LLC Cooperative Agreement with National Association of State Procurement Officers (NASPO) has an Offender Pay Program that allows for offenders to pay for their services.

**Strategic Impact**
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Statute SB 2870 states the following: "Third Party Electronic Monitoring (SB 2870): Provides that the Chief Judge may enter an administrative order to establish a program for electronic monitoring or drug-related and alcohol related offenses, in which a vendor, approved by the County Board, supplies and monitors the electronic monitoring device and collects the fees on behalf of the county". The department is requesting a minimum collection rate of 60% in order to meet the vendor’s optimum rate. The Department would continue to be financially responsible for juveniles, victims and a small fraction of indigent participants per the agreement. We saved the county approximately $56,000 by making this switch last year.

**Source Selection/Vetting Information** - Describe method used to select source.

This contract is under the National Association of State Procurement Officers (NASPO) and offers an Offender Pay Program.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Approve the NASPO contract with Sentinel Offender Services LLC for the Third Party vendor to collect payments for services rendered instead of the County paying out for all monitoring .
2) The County will pay for all offender’s electronic monitoring services if this contract is not approved.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The bulk of the funds will be provided from Probation Fees 1400-6120-53410 and a small amount will be provided from the Probation General Fund 1000-6100-53410. (Estimate: approximately 80% Probation Fees and 20% Probation General Fund.)
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Aug 7, 2018
Bid/Contract/PO #: NASPO Contract #

Company Name: Sentinel Offender Services LLC
Company Contact: Mike Dean
Contact Phone: 800-929-8201
Contact Email: mdean@sentineladvantage.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract bid | Telephone | Email |
|-------------------------------------------------------------|------------|--------|

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: 

Signature on File

Printed Name: Dennis Fuller
Title: Chief Financial Officer
Date: August 7, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Purchase Requisition
Procurement Services Division

Send Purchase Order To:
Vendor: Genus Technologies LLC  Vendor #: 12781
Attn: Bruce Connolly  Email: bruce@genusllc.com
Address: 520 Nicollet Mall, Suite 900
City: Minneapolis  State: MN  Zip: 55402
Phone: 612-361-8400  Fax:

Send Invoices To:
Dept: Circuit Court Clerk  Division: Accounting
Attn: Julie Ellefsen  Email: julie.ellefsen@18thjudicial.org
Address: 505 N County Farm Rd
City: Wheaton  State: IL  Zip: 60187
Phone: 630-407-8590  Fax:

Send Payments To:
Vendor: Genus Technologies LLC  Vendor #: 12781
Attn: Bruce Connolly  Email: bruce@genusllc.com
Address: 520 Nicollet Mall, Suite 900
City: Minneapolis  State: MN  Zip: 55402
Phone:  

Payment Terms  F.O.B.  PO 20 Delivery Date  Requisitioner
Use for  
PO25 only  Contract Administrator  Contract Start Date  Contract End Date  Use for
PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Migration Process Manager Maintenance</td>
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<td>1400</td>
<td>6730</td>
<td>53807</td>
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<td>1,595.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Content Loader for CM Maintenance</td>
<td>18</td>
<td>1400</td>
<td>6730</td>
<td>53807</td>
<td></td>
<td>1,595.00</td>
<td>1,595.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>Content View App Specific Maintenance</td>
<td>18</td>
<td>1400</td>
<td>6730</td>
<td>53807</td>
<td></td>
<td>2,205.00</td>
<td>2,205.00</td>
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</tr>
<tr>
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<td></td>
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<td>0.00</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>EA</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Requisition Total $ 5,395.00

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

this is for payment of invoice

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Genus Technologies LLC</th>
<th>Vendor #: 12781</th>
<th>Contract Term: 10/01/18-09/30/19</th>
<th>Contract Total: $5,395.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Circuit Court Clerk</td>
<td>Contact: Julie Ellefsen</td>
<td>Phone: 630-407-8590</td>
<td>Assigned Committee: JPS</td>
</tr>
<tr>
<td><strong>Description of Procurement/Scope of Work/Background</strong></td>
<td>Payment of invoice for software maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Reason for Procurement</strong></td>
<td>Renewal of software maintenance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 18-1400-6730-53807
- [ ] Budget Transfer (Date) __________ Add'l Information

## DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL Enter Bid # __________________________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [x] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

## DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # __________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

## PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>mlh</th>
<th>Aug 23, 2018</th>
<th>Recommended for Approval</th>
<th>8/26/18</th>
<th>IT Approval, if required</th>
<th>9-5-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Date</td>
<td>Date</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

## REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>8/3/18</th>
<th>Procurement Officer</th>
<th>9-5-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Date</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>9-6-18</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

---

**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**

**Rev 1.8**
Genus Technologies, LLC  
520 Nicollet Mall  
Suite 900  
Minneapolis, MN 55402

Attachment: Genus Technologies Invoice (2018-220 : Genus Technologies LLC)

# Invoice

**Bill To**
DuPage County Judicial Center  
505 North County Farm Road  
Wheaton, IL 60189-0707

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>Due Date</th>
<th>Project#</th>
<th>Rep</th>
<th>Contract Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9/20/2018</td>
<td>CS419</td>
<td>JP</td>
<td>10/01/18-09/30/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Serial #</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Migration Process Manager Maintenance</td>
<td>1</td>
<td>1,595.00</td>
<td>1,595.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Content Loader for CM Maintenance</td>
<td>1</td>
<td>1,595.00</td>
<td>1,595.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ContentView-App Specific Maintenance</td>
<td>1</td>
<td>2,205.00</td>
<td>2,205.00</td>
<td></td>
</tr>
</tbody>
</table>

Thank you for doing business with Genus Technologies, LLC

---

**GENUS ACCOUNTING USE ONLY:**
SR/PM APPROVAL: __________ Date: __________

PM APPROVAL: __________ Date: __________

<table>
<thead>
<tr>
<th>Description</th>
<th>Subtotal</th>
<th>Sales Tax (0.0%)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5,395.00</td>
<td>$0.00</td>
<td>$5,395.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Payments/Credits</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td>$5,395.00</td>
</tr>
</tbody>
</table>

Packet Pg. 38
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Company Name: Genus Technologies, LLC
Company Contact: Bruce Connolly
Contact Phone: 612-361-8400
Contact Email: accounting@genusllc.com

Date: Aug 27, 2018
Bid/Contract/PO #:

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Signature on File

Authorized Signature

Printed Name

Title

Date

8-27-2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 4 of 1 (total number of pages)
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: HOV Services</th>
<th>Vendor #: 12100</th>
<th>Contract Term: 08/17/18-08/16/19</th>
<th>Contract Total: $1,845.00</th>
</tr>
</thead>
</table>

| Dept: Circuit Court Clerk | Contact: Julie Ellefsen | Phone: 630-407-8590 | Assigned Committee: JPS |

**Description of Procurement/Scope of Work/Background**

Payment of invoice for hardware on flat bed scanners

**Reason for Procurement**

Renewal of maintenance agreement

---

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)) 18-1400-6730-53370
- [ ] Budget Transfer (Date) ____________________________ Add'l Information

---

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>mth</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 29, 2018</td>
<td>[K]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[W]</td>
<td>8/31/18</td>
<td>[M]</td>
<td>8-31-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman’s Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[R]</td>
<td>9-4-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Decision Memos Over $25,000)

---

FORM OPTIMIZED FOR ACRORAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 40
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** HOV Services
- **Vendor #:** 12100
- **Attn:** Amy Raines
  - **Email:** amyraines@exelatech.com
- **Address:** 2701 E Grauwyler Rd
  - **City:** Irving
  - **State:** TX
  - **Zip:** 75061-3414
- **Phone:** 713-685-8250

### Send Invoices To:
- **Dept:** Circuit Court Clerk
- **Division:** Accounting
- **Attn:** Julie Ellefsen
  - **Email:** julie.ellefsen@18thjudicial.org
- **Address:** 505 N County Farm Rd
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-407-8590

### Send Payments To:
- **Dept:** Circuit Court Clerk
- **Division:** Accounting
- **Attn:** Julie Ellefsen
  - **Email:** julie.ellefsen@18thjudicial.org
- **Address:** P.O. Box 142589, Drawer 9092
  - **City:** Irving
  - **State:** TX
  - **Zip:** 75014-2589
- **Phone:** 630-407-8590

### Ship To:
- **Vendor:** HOV Services
- **Vendor #:** 12100
- **Attn:** Email:
- **Address:** 505 N County Farm Rd
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** 630-407-8590

### Payment Terms
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:**
- **Use for:** Contract Administrator
- **Contract Start Date:**
- **Contract End Date:**
- **Use for PO25 only:**

### Table

<table>
<thead>
<tr>
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<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
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<td>1</td>
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<td>EA</td>
<td>Kodak11320 Scanner</td>
<td></td>
<td>18</td>
<td>1400</td>
<td>6730</td>
<td>53370</td>
<td>369.00</td>
<td>1,845.00</td>
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<tr>
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<td>0.00</td>
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</tr>
</tbody>
</table>

**Requisition Total:** $1,845.00

---

**Header Comments**: (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver**: (these comments will **NOT** appear on the Purchase Order):
- this is for payment of invoice

**User Department Internal Notes**: (these comments will **NOT** appear on the Purchase Order):

---

Rev 1.5
07/13/17
Packet Pg. 41
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
<th>NET PRICE</th>
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<tbody>
<tr>
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<td>SUPPORT AGREEMENT # 41799CONSVR</td>
<td>1</td>
<td>YEAR</td>
<td>369</td>
<td>$369.00</td>
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<tr>
<td></td>
<td>KODAK i1320 SCANNER, TAG # 35111-16018</td>
<td>1</td>
<td>YEAR</td>
<td>369</td>
<td>$369.00</td>
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<tr>
<td></td>
<td>SUPPORT AGREEMENT # 41798CONSVR</td>
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<tr>
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<td>369</td>
<td>$369.00</td>
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<tr>
<td></td>
<td>SUPPORT AGREEMENT # 41797CONSVR</td>
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<td>$369.00</td>
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<td>KODAK i1320 SCANNER, TAG # 35110-16018</td>
<td>1</td>
<td>YEAR</td>
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<td>$369.00</td>
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<td>SUPPORT AGREEMENT # 41801CONSVR</td>
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<td></td>
<td>KODAK i1320 SCANNER, TAG # 35112-16018</td>
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<td>$369.00</td>
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<tr>
<td></td>
<td>SUPPORT AGREEMENT # 41802CONSVR</td>
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<td>369</td>
<td>$369.00</td>
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<tr>
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<td>KODAK i1320 SCANNER, TAG # 35109-16018</td>
<td>1</td>
<td>YEAR</td>
<td>369</td>
<td>$369.00</td>
</tr>
<tr>
<td></td>
<td>EFFECTIVE DATES 8/17/2018 THRU 8/16/2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SALES AMOUNT** $1,845.00

**FREIGHT** $0.00

**SALES TAX** $0.00

**AMT RECEIVED** $1,845.00

**TOTAL DUE** $1,845.00
Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County’s Contractual Obligation.

Date: Oct 30, 2017

Bid/Contract/PO #:

<table>
<thead>
<tr>
<th>Company Name: HOV Services, Inc.</th>
<th>Company Contact: John Lancaster</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: (309) 825-1991</td>
<td>Contact Email: <a href="mailto:John.Lancaster@sourcenhov.com">John.Lancaster@sourcenhov.com</a></td>
</tr>
</tbody>
</table>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☐ NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name
Ronald Cogburn

Title
CEO

Date
Oct 30, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
### Purchase Requisition

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Dr. Melissa K. Runyon, Ph. D.</td>
<td><strong>Dept:</strong> Probation &amp; Court Services</td>
</tr>
<tr>
<td><strong>Attn:</strong> Melissa K. Runyon</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:melissarunyonphd@gmail.com">melissarunyonphd@gmail.com</a></td>
<td><strong>Attn:</strong> Sharon Donald</td>
</tr>
<tr>
<td><strong>Address:</strong> 9219 US Highway 42, #D</td>
<td><strong>Email:</strong> <a href="mailto:sharon.donald@dupageco.org">sharon.donald@dupageco.org</a></td>
</tr>
<tr>
<td><strong>City:</strong> Prospect</td>
<td><strong>Address:</strong> 503 N. County Farm Road</td>
</tr>
<tr>
<td><strong>State:</strong> KY</td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>Zip:</strong> 40059</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Phone:</strong> 609-247-5273</td>
<td><strong>State:</strong> IL</td>
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<tr>
<td><strong>Fax:</strong></td>
<td><strong>Zip:</strong> 60187</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Dr. Melissa K. Runyon, Ph. D.</td>
<td><strong>Dept:</strong> Probation &amp; Court Services</td>
</tr>
<tr>
<td><strong>Attn:</strong> Melissa K. Runyon</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:melissarunyonphd@gmail.com">melissarunyonphd@gmail.com</a></td>
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<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
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<td>PER 50 ILCS 505/1</td>
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Use for PO25 only

**Statement of Terms for Payment**

- **F.O.B.**
- **PO 20 Delivery Date**
- **Requisitioner**

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<th>LN</th>
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<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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<tr>
<td>1</td>
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<td>TRAINER</td>
<td>2-Day Day Training in Trauma-Focused Cognitive Behavioral Therapy</td>
<td>18 &amp; 19</td>
<td>5000</td>
<td>6165</td>
<td>53090</td>
<td>FCSXR04985</td>
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**Requisition Total:** $ 10,000

**Header Comments**

(these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver**

(these comments will NOT appear on the Purchase Order):

**User Department Internal Notes**

(these comments will NOT appear on the Purchase Order):
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
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<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid shall update such disclosure with any changes that may occur.

<table>
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<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
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A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupage.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name: Dr. Melissa K. Runyon, Ph. D.
Title: Licensed Psychologist, KY
Date: Aug 29, 2018

Attached additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Sep 5, 2018
MinuteTraq (IQM2) ID #: 13428
Department Requisition #:

Requesting Department: Probation and Court Services
Department Contact: Sharon Donald
Contact Email: sharon.donald@dupageco.org
Contact Phone: 630-407-8413
Vendor Name: Dr. Melissa Runyon, Ph. D.
Vendor #: 29672

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Request approval to issue a new contract.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

This contract provides 2-Day Training in Trauma Focused Cognitive Behavioral Therapy for Probation and/or Community-based clinical partners.

Strategic Impact

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Quality of Life

This training is designed to build clinical competency in helping children and families overcome the impact of trauma.

Source Selection/Vetting Information - Describe method used to select source.

This is a national certification program for treatment modality: Trauma-Focused Cognitive Behavioral Therapy (TF-CBT). TF-CBT had given us two names for the Therapist Certification Program. The department contacted both individuals as instructed and it was determined Dr. Runyon would work with us as the certified trainer for the TF-CBT. There is a limited pool of approved trainers for TF-CBT certification and it appears selection of trainers is solely facilitated by the national program.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Staff recommends issuance of this contract to Dr. Melissa Runyon, Ph. D. for the TF-CBT training.
2) Grant funds are available to facilitate this training.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Grant funds are available for FY'2018/2019. The funds will come out of budget code 5000-6165-53090-FCSXR04985.
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

**Vendor:** Dr. Melissa Runyon, Ph. D.  
**Vendor #:** 29672  
**Dept:** Probation & Court Services  
**Contact:** Sharon Donald  
**Phone:** 630-407-8413  
**Contract Term:** 9/1/18 - 6/30/19  
**Contract Total:** $10,000.00  
**Assigned Committee:** Judicial Public Safety

**Description of Procurement/ Scope of Work/ Background:** 2-Day Introductory Training in Trauma Focused Cognitive Behavioral Therapy for Probation and/or community-based clinical partners.

**Reason for Procurement:** The training is designed to build clinical competency in helping children and families overcome the impact of trauma. TF-CBT has been recognized by the federal government as a model program and is recognized as an evidence-based practice (GRANT FUNDED).

**Funding Source**

- Procurement budgeted for (FY and budget code(s)): 5000-6165-53090-FCSXR04985
- Budget Transfer (Date) Add'l Information

**Decision Memo Not Required**

- LOWEST RESPONSIBLE QUOTE # or BID # ________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ________________  
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**Decision Memo Required**

- Cooperative Procurement (DPC-107) or Government Joint Purchasing Act Procurement (30ILCS5725)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 5/10/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ________________

**Prepared by and Approval(s) (Initials Only)**

<table>
<thead>
<tr>
<th>DHS</th>
<th>Aug 29, 2018</th>
<th>SAD</th>
<th>Aug 29, 2018</th>
<th>If Approval, if required</th>
<th>Date</th>
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<tbody>
<tr>
<td>Prepared By</td>
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<td>Recommended for Approval</td>
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**Reviewed by (Initials Only)**

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<tr>
<th>Buyer</th>
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<th>Procurement Officer</th>
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<tr>
<td></td>
<td>9/11/18</td>
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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
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<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
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<td>(Decision Memos Over $25,000)</td>
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</table>
GRANT FUNDED

AGREEMENT FOR PROFESSIONAL TRAINING

This AGREEMENT is made as of September 1, 2018 by and between Melissa K. Runyon, Ph.D. (PROFESSIONAL TRAINER), and the Department of Probation and Court Services of the 18th Judicial Circuit (THE DEPARTMENT) 503 N. County Farm Road, Wheaton, Illinois 60187.

WITNESSETH:

WHEREAS, in furthering the professional development of probation and/or community-based clinical partners to provide them with a training program to facilitate and deliver Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), which is designed to build clinical competency in helping children and families overcome the impact of trauma. TF-CBT has been recognized by the federal government as a model program and is recognized as an evidence-based practice.

WHEREAS, PROFESSIONAL TRAINER represented that she has the requisite knowledge, skill, experience and other resources necessary to perform such training and is desirous of providing such training for THE DEPARTMENT; and

WHEREAS, THE DEPARTMENT desires to engage the services of a PROFESSIONAL TRAINER according to the terms and conditions set forth below, and the PROFESSIONAL TRAINER desires to accept such engagement;

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, THE DEPARTMENT and PROFESSIONAL TRAINER agree as follows:

1. Services To Be Performed: PROFESSIONAL TRAINER agrees to provide THE DEPARTMENT with a two day (15 hours) TF-CBT training for a group of up to 24 clinical participants. PROFESSIONAL TRAINER agrees to provide participants with a pre-work phone call prior to the two day training to review the TF-CBT model and supporting research, review training expectations, and answer any questions related to the training. In addition PROFESSIONAL TRAINER agrees to provide THE DEPARTMENT with 12 clinical consultation calls (1 hour per call) for a group of up to 12 clinical participants. PROFESSIONAL TRAINER agrees to provide this service to two groups, serving a total of up to 24 clinical participants for a total of 24 clinical consultation calls. PROFESSIONAL TRAINER also agrees to provide a brief (90 minutes) overview of pre- and post-treatment assessment measures to be used in conjunction with TF-CBT. PROFESSIONAL TRAINER agrees to provide all written materials, power point presentations, associated videos, student handout, written tests and performance standard test sheets.
A. THE DEPARTMENT agrees all written materials, power point presentations, associated videos, student handouts, written tests and performance standard test sheets provided by PROFESSIONAL TRAINER will be used within DuPage County Departments and community partner agencies in attendance only. Any use of these materials outside of DuPage County Departments or community partner agencies in attendance is prohibited without the express consent of PROFESSIONAL TRAINER.

2. **Time For Performance:** PROFESSIONAL TRAINER agrees to provide the two-day TF-CBT training from November 15, 2018 to November 16, 2018; 8:00am to 4:30pm with a one hour break for lunch, for two consecutive days for the initial training. PROFESSIONAL TRAINER agrees to provide pre-work phone call to participants prior to the two-day training, from September 1, 2018 to November 14, 2018. PROFESSIONAL TRAINER agrees to provide a total of 24 clinical consultation calls (1 hour per call) from November 15, 2018 – June 30, 2019. PROFESSIONAL TRAINER agrees to provide the 90 minutes phone conference to provide an overview of pre- and post-treatment assessment tools between September 1, 2018 and November 14, 2018.

3. **Termination of Services:** Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days’ prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.

4. **Compensation:** As compensation for Professional training rendered, the PROFESSIONAL TRAINER shall be paid $10,000.00 (Ten thousand dollars) for all the training and materials as stated above and as outlined in Attachment A. An additional amount of not more than $1,000.00 (one thousand dollars) for travel expenses based on actual receipts. Payment shall be made within 30 days of completion of Professional training and receipt of travel expense receipts. Payment shall be made pursuant to the Illinois Local Government Prompt Payment Act. (50 ILCS 505/1 et seq.).

5. **Terms of Employment:** PROFESSIONAL TRAINER is deemed to be an independent contractor and neither party shall represent himself to be the agent, employee, partner or joint venture of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. PROFESSIONAL TRAINER shall be solely responsible for selection, training, management, supervision and payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, workers’ compensation, unemployment insurance and other applicable taxes, insurance and fees.
6. PROFESIONAL TRAINER’S Insurance:

6.1 PROFESSIONAL TRAINER shall maintain, at its sole expense, insurance coverage including:

6.1.a Worker's Compensation Insurance in the statutory amounts.

6.1.b Employer's Liability Insurance in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

6.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than two million dollars ($2,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence, and two million ($2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.

6.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of bodily injury or property damage in the aggregate annually.

6.1.e Professional Errors and Omissions Insurance with limits of at least one million ($1,000,000) dollars per incident, and three million ($3,000,000) dollars excess liability in the annual aggregate.

6.2 It shall be the duty of the PROFESSIONAL TRAINER to provide to THE DEPARTMENT copies of the PROFESSIONAL TRAINER’s Certificates of Insurance before issuance of a Notice to Proceed.

6.3 The insurance required to be purchased and maintained by the PROFESSIONAL TRAINER shall be provided by an insurance company acceptable to THE DEPARTMENT, and except for the insurance required in subparagraph 6.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to THE DEPARTMENT.
7. **Indemnification:**

7.1 PROFESSIONAL TRAINER shall indemnify, hold harmless and defend the County of DuPage, the Eighteenth Judicial Circuit Court of DuPage County, THE DEPARTMENT, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the PROFESSIONAL TRAINER’s negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

7.2 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. PROFESSIONAL TRAINER’s indemnification shall survive the termination, or expiration, of this AGREEMENT.

8. **Entire Agreement:** This AGREEMENT constitutes the entire AGREEMENT of the parties and is intended as a complete and exclusive statement of promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof.

9. **Contract Term:** The term of the contract will be in effect beginning on the date of this AGREEMENT’s signing by both parties and ending June 30, 2019.

10. **Confidentiality:** PROFESSIONAL TRAINER recognizes the importance of keeping any and all information that he is privy to in strict confidence and hereby agrees to keep any and all information confidential in accordance with all applicable laws, policies and procedures of THE DEPARTMENT, the Circuit Court, the State and Federal Government.

11. **Criminal Background Check:** PROFESSIONAL TRAINER agrees to submit to a criminal background check.

12. **Equipment Supplied by THE DEPARTMENT:** Any and all equipment supplied by THE DEPARTMENT remains the property of THE DEPARTMENT and upon termination of the contract, all equipment must be returned by the PROFESSIONAL TRAINER.

13. **Equipment and Resources:** Equipment, resources and authority supplied by THE DEPARTMENT shall be used for the performance of assigned duties only and not for personal or any other use.

14. **Events of Default and Remedies.**
14.1 **Events of Default.** Events of default include, but are not limited to, any of the following: 
(i) Any material misrepresentation by PROFESSIONAL TRAINER in the inducement of this AGREEMENT or the performance of Services; (ii) Breach of any agreement, representation or warranty made by PROFESSIONAL TRAINER in this AGREEMENT; or (iii) Failure of PROFESSIONAL TRAINER to perform in accordance with or comply with the terms and conditions of this AGREEMENT.

14.2 **Remedies.** In the event PROFESSIONAL TRAINER defaults under this AGREEMENT and such default is not cured within fifteen (15) calendar days after written notice is given by THE DEPARTMENT, the following actions may be taken by the Department: (i) This AGREEMENT may be terminated immediately; and (ii) The Department may deem PROFESSIONAL TRAINER non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the Department may pursue any and all other remedies available at law or equity.

15. **Assignment:** Neither party shall assign, directly or indirectly, any of its rights, duties or obligations under this AGREEMENT, in whole or in part, without the prior written consent of the other party.

16. **Notices:** All notices required under this AGREEMENT shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

**IF TO THE DEPARTMENT:**
Department of Probation and Court Services  
503 N. County Farm Road  
Wheaton, IL, 60187

**IF TO PROFESSIONAL TRAINER:**
Melissa K Runyon, Ph.D.  
Melissa Runyon, Ph.D. Training Services  
9219 US Highway 42, #D  
Prospect, KY 40059
17. **Governing Law:** This AGREEMENT shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this AGREEMENT shall be in the Eighteenth Judicial Circuit Court of DuPage County, Illinois.

18. **Waiver:** No failure or delay on the part of either party in exercising any right or remedy under this AGREEMENT shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other further exercise thereof or of any other right or remedy. No provision of this AGREEMENT may be waived except by a writing signed by the party granting such waiver.

19. **Severability:** If one or more of the provisions contained in this AGREEMENT for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision in this AGREEMENT, but this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT effective as of the day and year written below.

By: John Schow, Director  
[Signature]  
[Date]

By: Melissa K. Runyon, Ph.D.  
[Signature]  
[Date]
Greetings:

Congratulations! You have been selected to participate in the Master Exercise Practitioner Program (MEPP) for Fiscal Year 2019. MEPP is a highly competitive and challenging program designed for mid-to-high level exercise practitioners with a minimum of 3-5 years of experience in emergency management exercise design. Your acceptance into this program is a significant achievement and we are excited to work with you to bring new and enhanced skills back to your exercise program.

You will proceed through the program as MEPP Series #48. In order to graduate, you must complete the two courses listed below in sequential order, and also complete a capstone exercise project due back to EMI within one year of your 133 course completion. The Capstone Project must be an operations-based exercise and will be presented to EMI staff and Subject Matter Experts virtually, using Adobe Connect technology (thus why it is identified as a “K” course below). You will have an opportunity to sign up for a time slot that works with your personal schedule and additional detailed information will be provided in class. If you cannot meet this requirement, you will not be able to complete the program as scheduled. The Series #48 Schedule can be found on the MEPP Website under the “Schedule FY019” drop down.

Please bring the following PRINTED items to class with you:
- Your Training & Exercise Plan and TEPW Agenda.
- Situation Manual for a TTX you designed/conducted, along with any participant materials.
- Exercise Plan for a TTX you designed/conducted.
- Player Briefings for an exercise you designed/conducted.
- A Master Scenario Events List (MSEL) for an exercise you designed/conducted.

The MEP Program will place you in a collaborative learning environment where you can discuss best practices and gain a wider knowledge of challenges and solutions in exercises, while participating in group activities with other exercise professionals.

You will receive information from NETC Admissions over the next couple of weeks that will provide details about attending training at the National Emergency Training Center in Emmitsburg, Maryland. If you have an admissions/enrollment question, please contact Tina Hahn at tina.hahn@fema.dhs.gov. With your correspondence, please include fema-emi-temb@fema.dhs.gov or call 301-447-1381.

Thank You,

Meghan Van Alen

Training Specialist
Emergency Management Institute
EMI Goes Green: Student course materials will no longer be available in printed format as common practice. Learn more about EMI's efforts to go green, and details about downloading student materials.

The EMI MEPP application window is now CLOSED. ALL applicants will be notified by mid-August of their status.
The MEPP CSEPP Series in both Kentucky and Colorado will accept applications from July 16-September 14, 2018.
The MEPP California Series will accept applications August 1 - September 28, 2018.

Master Exercise Practitioner Program

The Master Exercise Practitioner Program is a series of two classroom courses (E0132, E0133) focusing on advanced program management, exercise design and evaluation practices in each phase of the Homeland Security Exercise and Evaluation Program (HSEEP). A MEPP Capstone exercise project is required within one year after the completion of E0133.

MEPP candidates work within a collaborative environment on exercise design challenges and establish a network of peers. Candidates are assigned to an Exercise Planning Team where they are to demonstrate their expertise at all levels of exercise design and conduct through in-class teach backs and the individual MEPP Capstone Project.

MEPP is designed for mid-level exercise practitioners with a minimum of three (3) Years’ experience in an Emergency Management (EM) exercise design. Participants refine and practice skills critical to performing the phases of the HSEEP cycle, such as exercise program management, MSEL writing and evaluation data analysis. Candidates apply the key learning concepts from the MEPP curriculum relative to their organizations and their own jurisdictional environments.

Candidates must complete the training requirements in this order without exception. Candidates should apply for the specific series that best fits their schedule (see schedule link at left). If accepted into the program, candidates must complete the courses with their assigned series.

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INDIVIDUAL PROFICIENCY DEMONSTRATION: Candidates will have ONE YEAR to complete a full exercise package, either full-scale or functional (no TTX), and present their exercise to a review board of SME’s. This will be conducted virtually, via VTC, FaceTime or Adobe Connect. Candidates should also include a video highlighting clips of their exercise being conducted.
Greetings:

Congratulations! You have been selected to participate in the Master Exercise Practitioner Program (MEPP) for Fiscal Year 2019. MEPP is a highly competitive and challenging program designed for mid-to-high level exercise practitioners with a minimum of 3-5 years of experience in emergency management exercise design. Your acceptance into this program is a significant achievement and we are excited to work with you to bring new and enhanced skills back to your exercise program.

You will process through the program as MEPP Series #48. In order to graduate, you must complete the two courses listed below in sequential order, and also complete a capstone exercise project due back to EMI within one year of your 133 course completion. The Capstone Project must be an operations-based exercise and will be presented to EMI staff and Subject Matter Experts virtually, using Adobe Connect technology (thus why it is identified as a “K” course below). You will have an opportunity to sign up for a time slot that works with your personal schedule and additional detailed information will be provided in class. If you cannot meet this requirement, you will not be able to complete the program as scheduled. The Series #48 Schedule can be found on the MEPP Website under the “Schedule FY019” drop down.

Please bring the following PRINTED items to class with you:
- Your Training & Exercise Plan and TEPW Agenda.
- Situation Manual for a TTX you designed/conducted, along with any participant materials.
- Exercise Plan for a TTX you designed/conducted.
- Player Briefings for an exercise you designed/conducted.
- A Master Scenario Events List (MSEL) for an exercise you designed/conducted.

The MEP Program will place you in a collaborative learning environment where you can discuss best practices and gain a wider knowledge of challenges and solutions in exercises, while participating in group activities with other exercise professionals.

You will receive information from NETC Admissions over the next couple of weeks that will provide details about attending training at the National Emergency Training Center in Emmitsburg, Maryland. If you have an admissions/enrollment question, please contact Tina Hahn at tina.hahn@fema.dhs.gov. With your correspondence, please include fema-emi-temb@fema.dhs.gov or call 301-447-1381.

Thank You,
Meghan Van Allen
Training Specialist
Emergency Management Institute
EMI Goes Green: Student course materials will no longer be available in printed format as common practice. Learn more about EMI's efforts to go green, and details about downloading student materials.

The EMI MEPP application window is now CLOSED. ALL applicants will be notified by mid-August of their status.
The MEPP CSEPP Series in both Kentucky and Colorado will accept applications from July 16-September 14, 2018.
The MEPP California Series will accept applications August 1 - September 28, 2018.

Master Exercise Practitioner Program

The Master Exercise Practitioner Program is a series of two classroom courses (E0132, E0133) focusing on advanced program management, exercise design and evaluation practices in each phase of the Homeland Security Exercise and Evaluation Program (HSEEP). A MEPP Capstone exercise project is required within one year after the completion of E0133.

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Emergency Management Institute
16825 S. Seton Ave., Emmitsburg, MD
21727