1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REPORT - CHAIR LARSEN

5. APPROVAL OF MINUTES

   Health & Human Services - Regular Meeting - Tuesday December 5th, 2017

6. COMMUNITY SERVICES - MARY KEATING

   A. CS Requests That Also Require Finance And/Or County Board Approval

      1. FI-R-0034-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the IDHS Supportive Housing Program Grant PY18 Agreements No. FCSWH00172 and FCSWH00352, Company 5000-Accounting Unit 1760, $82,625.00

      2. HHS-P-0020-18 Recommendation for the approval of a contract purchase order to Bowman Systems L.L.C. a Mediware Company, for the annual renewal of the ServicePoint contract and licenses and for Bowman Systems L.L.C. a Mediware Company, to provide onsite training, for the period November 1, 2017 through October 31, 2018, for Community Services, for a contract total not to exceed $44,703.33, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids-Sole Source. (Provision and use of a Homeless Management Information System and training). Grant funded

      3. HHS-P-0023-18 Recommendation for a contract purchase order issued to Optimum Management Resources to provide technical assistance and consultation services to the DuPage County Homeless Continuum of Care. This contract covers the period January 1, 2018 through December 31, 2018 for Community Services, for a contract total amount not to exceed $30,000.00. 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). (HUD Continuum of Care Planning Grant Funded)
B. CS Requests for Parent Committee Final Approval

1. 2018-29 Recommendation for approval of an Interagency Professional Services contract issued to DuPage County Health Department for preparation of a Community Needs Assessment as required for the Community Services Block Grant and to attend the IACAA conference and present the process of conducting a CSBG community needs assessment for the period of January 1, 2018 through September 1, 2018, for a contract total amount not to exceed $7,208.00. 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

2. 2018-30 Recommendation for approval for a contract purchase order issued to Redwood Toxicology Laboratory to provide drug urine testing in court ordered substance abuse treatment. This contract covers the period of December 1, 2017 through November 30, 2018, for Community Services/Psychological Services, for a contract total amount not to exceed $13,000.00, per low quote 17-239-JM.

3. 2018-35 Recommendation for the approval of a contact purchase order to enter into an Independent Contractor Agreement with Aida Beslagic to provide case management assistance to Senior Services. This contract covers the period of January 1, 2018 through September 30, 2018, for a contract total amount not to exceed $15,000.00. 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). Senior Services Grant Funded.

4. 2018-36 Recommendation for the approval of a contact purchase order to Kristie Haefner to enter into an Independent Contractor Agreement to provide case management assistance to Senior Services. This contract covers the period of January 1, 2018 through September 30, 2018, for a contract total amount not to exceed $15,000.00. 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). Senior Services Grant Funded.

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

CDC Requests That Also Require Finance And/Or County Board Approval

A. HHS-R-0035-18 RESOLUTION -- Recommendation for approval of an agreement modification for Project HM03-05 – DuPage County Health Department – Acquisition Activity, shortening the Affordability Period to June 8, 2019.

B. HHS-R-0036-18 RESOLUTION -- Recommendation for approval of an agreement modification with Community Housing Advocacy and Development for Project HM04-02 to modify the household size of eligible tenants and sale terms of HOME units.

8. DUPAGE CARE CENTER - JANELLE CHADWICK

A. DuPage Care Center Requests That Also Require Finance And/Or County Board Approval

1. HHS-P-0021-18 Recommendation for approval of a contract purchase order to Advacare Systems, for medical rental of low air loss and bariatric mattresses/beds and low air loss wheelchair cushions (category 1 & 2), for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, contract total not to exceed $70,000.00, per renewal option under bid #17-004-GV, first of three one year optional one year renewals.

2. HHS-P-0022-18 Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to furnish and deliver incontinent products for the DuPage Care Center, for the period March 1, 2018 through February 28, 2019, contract total not to exceed $186,000.00, per renewal option under bid #15-233-GV, second of three optional one year renewals.

3. HHS-P-0024-18 Recommendation for the approval of a contract purchase order to Illinois Aging Services Network, for negotiation of managed care contract with various payors in Illinois, for the DuPage Care Center, for the period January 10, 2018 through January 9, 2019, for a contract total not to exceed $25,139.00, Other Professional Services-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).

B. DuPage Care Center Requests for Parent Committee Final Approval

1. 2018-31 Recommendation for the approval of a contract purchase order to Office Depot, for office supplies, for the DuPage Care Center, for the period January 8, 2018 through January 7, 2019, for a contract not to exceed $15,810.00, per lowest responsible bid 17-212-DT.

2. 2018-32 Recommendation for the approval of a contract purchase order to Fitzsimmons Hospital Services, for medical rental of percussion vests and negative pressure wound therapy system (category 3 & 7) for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, contract not to exceed $5000.00, per renewal option under bid #17-004-GV, first of three one year optional one year renewals.
3. 2018-33 Recommendation for the approval of a contract purchase order to Integra Healthcare Equipment, for medical rental of range of motion and anti-embolism devices (category 4), for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, contract not to exceed $5000.00, per renewal option under bid #17-004-GV, first of three one year optional one year renewals.

4. 2018-34 Recommendation for the approval of a contract purchase order to Pulmonary Exchange, LTD., for medical rental of respiratory devices, concha heated humidity system and ez air compressor (category 5), for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, contract not to exceed $5,000.00, per renewal option under bid #17-004-GV, first of three one year optional one year renewals.

5. 2018-37 Recommendation for the approval of a contract purchase order to Professional Medical & Surgical Supply, Inc., for liquid protein supplements (approved equal, option B and option D), for the DuPage Care Center, for the period January 7, 2018 through January 6, 2019, for a contract total amount not to exceed $7,845.00, per lowest responsible bid #17-235-GV.

9. **BUDGET TRANSFERS**

   A. Budget Transfers -- Community Services - DuPage Care Center - To transfer money for the payment of final water and sewer services for FY17 - $31,704.00

   B. Budget Transfers -- Community Services - DuPage Care Center - To transfer monies for final FY17 purchases to cover Engineering/Architectural Services and for Repair & Maintenance Equipment - $9,022.00

   C. Budget Transfers -- Community Services - DuPage Care Center - To transfer monies to cover annual maintenance for CareVoyant - $20,996.00

   D. Budget Transfers -- Community Services - DuPage Care Center - To transfer monies to cover final FY17 purchases of cleaning supplies, beverages and food, operating supplies and materials, and for instruction and schooling - $29,493.00

   E. Budget Transfers -- Community Services - DuPage Care Center - To transfer monies to cover final FY17 purchases for furniture, machines, equipment small value, and for and for medical, dental, and lab supplies - $62,704.00

   F. Budget Transfers -- Community Services - DuPage Care Center - To transfer monies to cover final FY17 purchases for drugs and vaccine supplies, other professional services, and for the repair and maintenance of equipment - $264,251.00

10. **TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL**
A. Authorization for Overnight Travel -- Community Services Director to attend training and legislative and committee meetings of the National Association for County Community and Economic Development (NACCED) and the National Association of Counties in Washington DC from February 28, 2018 through March 4, 2018. Expenses to include registration, transportation, lodging, miscellaneous, and per diem for approximate total of $1,835.50. Grant funded.

B. Authorization for Overnight Travel -- Community Development Manager to attend the National Association for County Community and Economic Development (NACCED) Spring Legislative Meeting in Washington D.C. from February 28, 2018 through March 3, 2018. Expenses to include registration, transportation, lodging and per diem for approximate total of $1,475.00. Grant funded.

11. RESIDENCY WAIVERS - JANELLE CHADWICK

12. COMMUNITY SERVICES UPDATE - MARY KEATING

13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

14. OLD BUSINESS

15. NEW BUSINESS

16. INFORMATIONAL ITEMS

Informational -- Hometown Suburban Vending, manages beverage and snack vending machines at various locations on the DuPage County Campus for the period March 1, 2018 through February 28, 2019, per renewal option under bid #15-234-BF, first of two one year optional one year renewal.

17. ADJOURNMENT
1. CALL TO ORDER

10:15 AM meeting was called to order by Chair Robert L Larsen at 10:15 AM.

2. ROLL CALL

PRESENT:  Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
ABSENT:

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REPORT - CHAIR LARSEN

Chairman Larsen noted that the 2018 Charitable Contributions email was sent to County employees on 12/4/17 and encouraged donating to the many worthy organizations that are participating in the campaign.

Chair Larsen asked about the holiday breakfast for residents of the Care Center. Janelle Chadwick, Administrator, DuPage Care Center, responded that there are three different functions planned for residents and their families and there is a breakfast planned for Care Center staff on December 15. Ms. Chadwick will send Mr. Larsen more information.

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Nov 21, 2017 10:15 AM

RESULT:  ACCEPTED [UNANIMOUS]
MOVER:  Elizabeth Chaplin, District 2
SECONDER:  Sam Tornatore, Vice Chair
AYES:  Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

6. COMMUNITY SERVICES - MARY KEATING
A. CS Requests That Also Require Finance And/Or County Board Approval

1. FI-R-0009-18 RESOLUTION -- Additional Appropriation for the Neutral Site Custody Exchange Fund FY2017 Company 1400 - Accounting Unit 5920, $23,550.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

2. HHS-P-0006-18 Recommendation of approval for a contract purchase order to Family Shelter Services, Inc., to provide Advocacy Services to Victims of Domestic Violence. This contract covers the period of December 1, 2017 through November 30, 2018 for Community Services/Psychological Services, for a contract total amount not to exceed $60,000.00; 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).

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

3. Change Order -- HHS-P-0383A-17 Amendment to Resolution HHS-P-0383-17 (County Contract 2772-0001SERV), issued to Appliance, Carpet, Parts LLC, to furnish, deliver, and install energy star rated appliances with proper disposal for Community Services/Weatherization, for the period of July 1, 2017 through June 30, 2018, for the use of additional funds from the Illinois Department of Commerce and Economic Opportunity (ILDCEO), to increase encumbrance in the amount of $18,845.00, resulting in an amended contract total not to exceed $45,965.00 an increase of 69.49%.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
B. CS Requests for Parent Committee Final Approval

2018-4 Recommendation for the approval of a contract purchase order to James P. Corcoran, M.D. to provide medical consultation and paperwork review on substance abuse clients at Psychological Services as required by the Illinois DHS-Division of Alcoholism and Substance Abuse (DASA). This contract covers the period of December 1, 2017 through November 30, 2018 for Community Services, for a contract total amount of $6,200.00. 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).

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

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7. DUPAGE CARE CENTER - JANELLE CHADWICK

A. DuPage Care Center Requests That Also Require Finance And/Or County Board Approval

1. FI-R-0010-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding and Extension of Time for the DuPage Convalescent Center Foundation - Music Therapy Grant PY16 Company 5000 - Accounting Unit 2120, $28,000.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

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2. HHS-P-0007-18 Recommendation for the approval of a contract purchase order to Music Speaks, LLC, for music therapy for the residents of DuPage Care Center, for the period December 12, 2017 through December 11, 2018, for a contract total not to exceed $34,580.00, per most qualified offeror, RFP #17-206-JM.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
3. HHS-P-0008-18 Recommendation for the approval of a contract purchase order to McKesson Medical-Surgical, for prime medical supplies, for the DuPage Care Center, for the period January 15, 2018 through January 14, 2019, for a contract total amount not to exceed $260,000.00. Contract pursuant to the Intergovernmental Cooperation Act, MMCAP.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

B. DuPage Care Center Requests for Parent Committee Final Approval

2018-5 Recommendation for the approval of a contract purchase order to Vistar Performance Food Service, for snack and sundry items for the Dining Services operations including: DuPage Care Center, JTK Administration and Judicial Office Facility Cafe’s, for the period January 6, 2018 through July 5, 2018, for a total amount not to exceed $23,000.00, per renewal option under Q17-109-BF.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Sam Tornatore, Vice Chair
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

8. RESIDENCY WAIVERS - JANELLE CHADWICK

None

9. COMMUNITY SERVICES UPDATE - MARY KEATING

Several Weatherization contract change orders will be on the January 2018 Health and Human Services agenda. These projects are bid with the full anticipated grant funding amount included, but the actual contracts are not issued until the multiple grant agreements from the State are in place. The result is large change order amounts, but they are not reflective of an unanticipated increase.

The Family Self-Sufficiency Program’s holiday party will be on Saturday, December 9.

The Charitable contributions email went out to County employees on December 4. Ms. Keating noted that the process offers an easy way for employees to support the campus charities through payroll deductions. One change this year is that the United Way, which provides administrative support in collecting and distributing the contributions, will begin implementing an administrative fee.

10. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK
The Care Center is implementing the Facility-Wide Resource Assessment component of the Center for Medicare and Medicaid Services (CMS) - Phase 2. The Care Center will work with the County’s Office of Emergency Management to assess risks, hazards and vulnerabilities that could affect delivery of services to Care Center residents in the event of an emergency. The assessment is to be completed on an annual basis.

11. **OLD BUSINESS**
   None

12. **NEW BUSINESS**
   Member Chaplin asked whether the reduction in the federal CHIP healthcare insurance funding would affect any DuPage County children. Mary Keating suggested Ms. Chaplin contact the DuPage County Health Department for further information.

13. **INFORMATIONAL ITEMS**
   None

14. **ADJOURNMENT**
   Without objection or further business, the Committee adjourned at 10:25AM.
Resolution

FI-R-0034-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE ILLINOIS DEPARTMENT OF HUMAN SERVICES (IDHS) SUPPORTIVE HOUSING PROGRAM GRANT PY18 AGREEMENTS NO. FCSWH00172 AND FCSWH00352
COMPANY 5000 - ACCOUNTING UNIT 1760
$82,625

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the IDHS Supportive Housing Program Grant PY18, Company 5000 Accounting Unit 1760 pursuant to Resolution FI-R-0339-17 for the period July 1, 2017 through June 30, 2018; and

WHEREAS, the County of DuPage has been notified by IDHS that additional grant funds in the amount of $82,625 (EIGHTY-TWO THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100) are available to be used to assist low-income eligible families in obtaining or maintaining stable housing; and

WHEREAS, no additional County funds are required to receive the additional funding; and

WHEREAS, acceptance of the additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional funding in the amount of $82,625 (EIGHTY-TWO THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100) be and is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheet (Attachment) in the amount of $82,625 (EIGHTY-TWO THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100) be made and added to IDHS Supportive Housing Program Grant PY18, Company 5000 - Accounting Unit 1760; and

BE IT FURTHER RESOLVED, that the personnel budget for the Community Services Department be revised to reflect the addition of:

Temporary

50050 (2) Community Services Intern $10.50 per hour; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the
specified program and related head count; and

   BE IT FURTHER RESOLVED that should the Health and Human Services Committee
determine the need for other funding is appropriate, it may recommend action to the County
Board by Resolution.

   Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

   DANIEL J. CRONIN, CHAIRMAN
   DU PAGE COUNTY BOARD

   Attest: _________________________________
   PAUL HINDS, COUNTY CLERK
## ADDITIONAL APPROPRIATION FOR
THE ILLINOIS DEPARTMENT OF HUMAN SERVICES
SUPPORTIVE HOUSING PROGRAM GRANT PY18
AGREEMENTS NO. FCSWH00172 AND FCSWH00352
COMPANY 5000 – ACCOUNTING UNIT 1760
$82,625

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| TOTAL ANTICIPATED REVENUE       | $82,625       |

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| TOTAL ADDITIONAL APPROPRIATION  | $82,625       |
AWARDING RESOLUTION TO
BOWMAN SYSTEMS L.L.C. A MEDIWARE COMPANY FOR
RENEWAL OF ANNUAL SERVICEPOINT
CONTRACT, RENEWAL OF LICENSES AND
ON SITE TRAINING EXPENSES
(CONTRACT TOTAL $44,703.33)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health & Human Services recommends County Board approval for the issuance of a contract purchase order to Bowman Systems L.L.C. a Mediware Company, for the annual renewal of the ServicePoint contract and licenses and for Bowman Systems L.L.C. a Mediware Company, to provide onsite training, for the period November 1, 2017 through October 31, 2018, for Community Services.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, for the annual renewal of the ServicePoint contract and licenses and for Bowman Systems L.L.C. a Mediware Company, to provide onsite training, for the period November 1, 2017 through October 31, 2018, for Community Services, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Bowman Systems L.L.C. a Mediware Company, 333 Texas Street, Suite 300, Shreveport, LA 71101-5403, for a total contract amount of $44,703.33, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids-Sole Source.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________________
PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST

### REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

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<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  
Sole Source - Attach Sole Source Justification

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**Purchase Requisition**

**Procurement Services Division**

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<td>Bowman Systems L.L.C</td>
<td>11970</td>
<td>333 Texas Street</td>
<td>Shreveport</td>
<td>LA</td>
<td>71101</td>
<td>(318) 213-8780 x24116</td>
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**Send Invoices To:**

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<td>11970</td>
<td>PO Box 204176</td>
<td>Dallas</td>
<td>TX</td>
<td>75320-4176</td>
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**Send Payments To:**

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<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mediware Information Systems</td>
<td>11970</td>
<td>PO Box 204176</td>
<td>Dallas</td>
<td>TX</td>
<td>75320-4176</td>
<td>(630) 407-6462</td>
</tr>
</tbody>
</table>

**Pay to:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mediware Information Systems</td>
<td>11970</td>
<td>PO Box 204176</td>
<td>Dallas</td>
<td>TX</td>
<td>75320-4176</td>
<td>(630) 407-6462</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept</th>
<th>Division</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services</td>
<td>Intake &amp; Referral</td>
<td>421 N County Farm Rd.</td>
<td>Wheaton</td>
<td>IL</td>
<td>60187</td>
<td>(630) 407-6462</td>
</tr>
</tbody>
</table>

**Payment Terms:**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO 20 Delivery Date</td>
<td>Requisitioner</td>
<td></td>
</tr>
</tbody>
</table>

**Use for:**

PO25 only

**Payment Terms:**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO 20 Delivery Date</td>
<td>Requisitioner</td>
<td></td>
</tr>
</tbody>
</table>

**Use for:**

PO25 only

**Item Detail:**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<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>Software, 2 Staff Trainings and 3-days of Custom Training</td>
<td>Software, 2 Staff Trainings and 3-days of Custom Training</td>
<td>18</td>
<td>5000</td>
<td>1470</td>
<td>53820</td>
<td>ESG17HMIS16</td>
<td>20,910.08</td>
<td>20,910.08</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Software, 2 Staff Trainings and 3-days of Custom Training</td>
<td>Software, 2 Staff Trainings and 3-days of Custom Training</td>
<td>18</td>
<td>5000</td>
<td>1470</td>
<td>53820</td>
<td>ESG17HMIS17</td>
<td>23,793.25</td>
<td>23,793.25</td>
</tr>
</tbody>
</table>

**Requisition Total:** $44,703.33

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

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

To Buyer: Please send a copy to Julie Tremberth, Christine Pedersen and Nicole Rashan after this P.O. enter in the system. Thanks.

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

---

**Rev 1.4**

**Date:** Dec 13, 2017

**MinuteTraq (IQM2) ID #:** 11549

**Department Req #:**

**RFP, Bid or Quote #:**
Procurement Review Checklist
Procurement Services Division

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

Vendor: Bowman Systems LLC, a Mediware Company
Vendor #: 11970

Contract Term: 12 months, auto-renewal
Contract Total: $44,703.33

Dept: Community Services
Contact: Julie Tremberth
Phone: (630) 407-6462

Assigned Committee: Health and Human Services

Description of Procurement/Scope of Work/Background
Provision and use of a Homeless Management Information System and training. Grant funded.

Reason for Procurement
To continue our contract with Bowman Systems LLC, a Mediware Company and the Alliance to End Homelessness of Suburban Cook County, paying our respective share of the contract for participating in a shared database. The contract period is 11/1/17-10/31/18, and the contract will continue to renew unless terminated by either party.

FUNDING SOURCE
☑ Procurement budgeted for (FY and budget code(s)): FY18 5000-1470
☐ 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)
☐ 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:

Per HHS-R-0293-14 (10/28/2014), Participation in a shared regional Homeless Management Information System (HMIS).

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 RESPONSIBILE, BID # ___________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

JT Dec 13, 2017
Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer 12/21/17 Date Procurement Officer 12-22-17

Chief Financial Officer (Decision Memos Over $25,000) 12-27-17 Date

Chairman Office (Decision Memos Over $25,000) 12-29-17 Date
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: ______________________

Bid/Contract/PO #: ______________________

Company Name: Bowman Systems, LLC

Company Contact: Gabe Cates

Contact Phone: 312-213-8780 Ext 24116

Contact Email: gabe.cates@mediware.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.

<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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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

Printed Name Robert C. Weber

Title EVP & General Counsel

Date 1/28/17

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of _______ (total number of pages)
October 22, 2017

Alliance to End Homelessness in Suburban Cook County
4415 West Harrison Street, Suite 228
Hillside, Illinois 60162

Attention: Peggy Troyer

Re: Bowman Systems L.L.C. a Mediware Company
ServicePoint Service Agreement
Contract Renewal and Extension

Dear Ms. Troyer:

The purpose of this letter is to provide for the renewal and extension of that certain Agreement executed by and between Bowman Systems L.L.C. a Mediware Company, formerly known as Bowman Internet Systems, L.L.C. (“BOWMAN”) and Alliance to End Homelessness in Suburban Cook County, (“CLIENT”) dated as of, November 1, 2014 (the “AGREEMENT”) pursuant to which Bowman provides to CLIENT certain intranet, programming, and implementation services as provided therein. Bowman and CLIENT have agreed to renew, extend and modify the Service Agreement as provided in this letter agreement. Unless otherwise defined in this letter, any terms defined in the Agreement, when used in this letter, shall have the same meaning as are assigned to such terms in the Agreement.

The parties agree that the Agreement remains in full force and effect in accordance with its terms except as modified by this letter. If there is any conflict between this letter and the Agreement, the terms of this letter shall prevail. Our further agreements are as follows:

1. Section (1) of the Agreement is modified and revised to state:

“(1) Term. CLIENT agrees that the current term of the Agreement, which is effective at the present time by agreement of the parties, runs for 12 months from November 1, 2017 through and until midnight of October 31, 2018. This agreement will automatically renew for successive 12-month terms, unless cancelled or modified within thirty (30) days of the end of the term. This agreement may only be modified by written agreement executed by both parties.”

2. The “Pricing Table” of proposal and referenced, among other places, in Section (3) of the Agreement is deleted in its entirety and replaced with that certain ServicePoint Revised Pricing Table attached to this letter. The undersigned parties agree to the prices, fees, and other provisions set forth in ServicePoint Revised Pricing Table attached hereto.

3. Payment Terms. Payment terms are net thirty (30) days. All fees due under this Order shall be paid as follows:

a. Cloud Services:

   Alliance to End Homelessness in Suburban Cook County shall pay the Cloud Services fees annually as addressed in the attached price table, in advance, on the Effective Date, and on each anniversary of such date every year thereafter.
DuPage County Community Services shall pay the Cloud Services fees annually as addressed in the attached price table, in advance, on the Effective Date, and on each anniversary of such date every year thereafter.

b. **One-Time Fees:** Customer shall pay 100% of the one-time fees on the Effective Date.

c. **CLIENT** may add additional user licenses, services, or modules to the system at any time. Fees for these purchases are detailed in the pricing table and will be due within thirty (30) days of purchase. Recurring fees will be prorated from the date of purchase through the current billing period to align with the annual fee detailed in this letter, in subsequent years, add-on annual fees will be added to the Renewal Fee Schedule.

d. **Increases:** All annual fees may be increased by Bowman once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 5%. Cloud Services fees may further be increased upon prior written notice to Customer in the event Bowman’s third party supplier increases such fees.

The execution of this letter by the parties shall constitute approval, acceptance, renewal, and extension of the Agreement and the terms stated herein. Please evidence your agreement that the foregoing accurately reflects our agreement to extend and modify the Agreement by having an authorized representative of **CLIENT** execute and return the enclosed duplicate original of this letter.

Very Truly Yours,

Robert C. Weber, EVP & General Counsel
Bowman Systems L.L.C. a Mediware Company

Attachments:
  ServicePoint Pricing Table
Ordering Procedure: (NOTE: An invoice will be issued after a signed Renewal Agreement is received.)

A scanned or faxed signed Order must be sent to your Bowman Sales Representative and/or Bowman’s Contracts Department as follows:

Marsha.blankenship@mediware.com

If payment is issued, please remit separately to Mediware Information Systems, Inc.
P.O. Box 204176
Dallas, Texas 75320-4176

Please check one of the boxes below regarding your sales tax status:
☐ Exempt * ☐ Non-Exempt

* If “Exempt” is checked above; Customer is required to provide the appropriate certificate to Mediware upon Execution of this Order Form. Failure to provide could result in sales tax charges

Please provide your accounts payable or billing contact information below. Also, supply the billing address if different from the header address of this document and any other additional instructions required.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Alliance to End Homelessness in Suburban Cook County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Jennifer Hill</td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>E-mail:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Billing Address:</td>
<td>4415 Harrison Street, Suite 228</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Hillside, Illinois 60162</td>
</tr>
<tr>
<td>Additional Instructions:</td>
<td>GP#ILB15340</td>
</tr>
</tbody>
</table>
Ordering Procedure: (NOTE: An invoice will be issued after a signed Renewal Agreement is received.)

A scanned or faxed signed Order must be sent to your Bowman Sales Representative and/or Bowman’s Contracts Department as follows:

Marsha.blankenship@mediware.com

If payment is issued, please remit separately to Mediware Information Systems, Inc.
P.O. Box 204176
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Please check one of the boxes below regarding your sales tax status:

☑️ Exempt  *    ☐ Non-Exempt

* If “Exempt” is checked above; Customer is required to provide the appropriate certificate to Mediware upon Execution of this Order Form. Failure to provide could result in sales tax charges

Please provide your accounts payable or billing contact information below. Also, supply the billing address if different from the header address of this document and any other additional instructions required.

<table>
<thead>
<tr>
<th>Name: DuPage County Community Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Julie Tremberth</td>
</tr>
<tr>
<td>Title: HMIS Manager</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:Julie.Tremberth@dupageco.org">Julie.Tremberth@dupageco.org</a></td>
</tr>
<tr>
<td>Phone: (630) 407-6429</td>
</tr>
<tr>
<td>Billing Address: 421 North County Farm Road</td>
</tr>
<tr>
<td>City/State/Zip: Wheaton, Illinois 60187</td>
</tr>
<tr>
<td>Additional Instructions: GP#ILB15354</td>
</tr>
</tbody>
</table>
## ServicePoint Pricing Table

**Alliance to End Homelessness in Suburban Cook County**

**Renewal Period:** November 1, 2017 - October 31, 2018  
**GP#: ILB15340**

NOTE: Renewal based on current number of licenses. Contracted amounts listed below will be affected by any purchases of additional licenses (see * below).

### ServicePoint License Count Summary

<table>
<thead>
<tr>
<th>Item</th>
<th>DuPage Quantity</th>
<th>Sub-Cook Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>ServicePoint User License * (Reflects 10 Additional ServicePoint License Added to Sub-Cook)</td>
<td>150</td>
<td>300</td>
</tr>
<tr>
<td>ServicePoint - Reporting User - Premium (AdHoc) *</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>ServicePoint - Reporting User - Basic (Report Viewer) *</td>
<td>50</td>
<td>90</td>
</tr>
</tbody>
</table>

### One-Time Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>DuPage One-Time</th>
<th>Sub-Cook One-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ServicePoint - User License One-Time License Fee</td>
<td>$0.00</td>
<td>$2,050.00</td>
</tr>
<tr>
<td>ServicePoint - Database Encryption Tier 2 One-Time License</td>
<td>$0.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

**Total One-Time Fees**

<table>
<thead>
<tr>
<th>DuPage Qty</th>
<th>Sub-Cook Qty</th>
<th>Per License Price</th>
<th>Item</th>
<th>DuPage Annual</th>
<th>Sub-Cook Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>150</td>
<td>300</td>
<td>$85.00</td>
<td>ServicePoint - Software Maintenance, Enhancement &amp; Customer Support (up to 153 hrs.)</td>
<td>$12,750.00</td>
<td>$25,500.00</td>
</tr>
<tr>
<td>150</td>
<td>300</td>
<td>$10.00</td>
<td>ServicePoint - Database Encryption Annual Maintenance</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>5</td>
<td>10</td>
<td>$165.00</td>
<td>ServicePoint - Reporting User - Premium (AdHoc)</td>
<td>$825.00</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>50</td>
<td>90</td>
<td>$85.00</td>
<td>ServicePoint - Reporting User - Basic (Report Viewer)</td>
<td>$4,250.00</td>
<td>$7,650.00</td>
</tr>
<tr>
<td>55</td>
<td>100</td>
<td>$11.00</td>
<td>ServicePoint - Reporting User - Bandwidth Fee</td>
<td>$605.00</td>
<td>$1,100.00</td>
</tr>
</tbody>
</table>

**Sub-Total Cloud Service Fees Billed on a Per License Basis**

**Total Cloud Service Fees Billed on a Per License Basis**

<table>
<thead>
<tr>
<th>Item</th>
<th>DuPage Annual</th>
<th>Sub-Cook Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>ServicePoint - AIRS Taxonomy (non-profit)</td>
<td>$150.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>ServicePoint - SSL Certificate</td>
<td>$140.00</td>
<td>$280.00</td>
</tr>
<tr>
<td>ServicePoint - Training Site</td>
<td>$1,050.00</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>ServicePoint Module - CallPoint</td>
<td>$1,750.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>ServicePoint Module - Eligibility</td>
<td>$1,666.67</td>
<td>$3,333.33</td>
</tr>
<tr>
<td>CommunityPoint - Support, Maintenance, and Hosting</td>
<td>$1,666.67</td>
<td>$3,333.33</td>
</tr>
</tbody>
</table>

**Sub-Total Cloud Service Flat Fees**

**Total Cloud Service Fees**

<table>
<thead>
<tr>
<th>Item</th>
<th>DuPage Annual</th>
<th>Sub-Cook Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>$37,003.33</td>
<td>$73,046.67</td>
<td></td>
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</tbody>
</table>

**Total Annual Contract Cloud Service Fees and One-Time Fee**

**GRAND TOTAL ANNUAL CONTRACT (Year One includes One-Time and Annual Fees)**

<table>
<thead>
<tr>
<th>Item</th>
<th>DuPage Annual</th>
<th>Sub-Cook Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>$112,600.00</td>
<td>$112,600.00</td>
<td></td>
</tr>
</tbody>
</table>
* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:

**One-time Fees:**
- ServicePoint - User License: $205/license
- ServicePoint - Database Encryption Tier 2 One-time License Fee: $50/license

**Recurring Fees:**
- ServicePoint - Software Maintenance, Enhancement, & Customer Support: $85/license/year
- ServicePoint - Database Encryption Tier 2 Annual Per User: $10/license/year
- ServicePoint - User Hosting Fee: $71/license/year
- ServicePoint - Reporting User - Premium (AdHoc) Fee: $165/license/year
- ServicePoint - Reporting User - Basic (Report Writer) Fee: $85/license/year
- ServicePoint - Reporting User - Bandwidth Fee: $11/license/year

**Client Services One-time Fees:**
- Client Services - On-Site Consulting/Training (3-day Minimum) - $1,650/day
- Client Services - Remote Training (Webinar) (Max 3-hour class) $200/hour
## Customer Reconciliation Worksheet

NOTE: Renewal based on current number of licenses. Contracted amounts listed below will be affected by any purchases of additional licenses (see * below).

<table>
<thead>
<tr>
<th>License Summary</th>
<th>ALL</th>
<th>DuPage</th>
<th>Sub-Cook County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ServicePoint - User License</strong></td>
<td>450</td>
<td>150</td>
<td>300</td>
</tr>
<tr>
<td><strong>ServicePoint - Reporting User - Premium (AdHoc)</strong></td>
<td>15</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td><strong>ServicePoint - Reporting User - Basic (Report Viewer)</strong></td>
<td>140</td>
<td>50</td>
<td>90</td>
</tr>
</tbody>
</table>

### Comments

- % for Pro-ration of fixed costs - based on number of licenses per continuum at beginning of contract year subject to renegotiation if those numbers change significantly.
- $85 per license/year.
- $13/license/year less $7/license/year discount
- $130/license/year less $59/license/year discount
- Allows users to create and save their own ServicePoint-based reports. $165/license/year
- Allows users to view reports that have already been generated by Ad Hoc Reporting users. $85 /license/year
- Fee per ART Ad Hoc and Viewer license. $11.00/yr
- A national standard service classification (Req) $450/yr
- This certificate ensures secure transmission of data over the Internet. (Req) $420/yr
- An implementation specific site for training purposes--including software updates in concert with the production site. Includes 8 hrs/yr customer support. $3,150/yr
- $5,250/yr
- $5,000/yr
- $5,000/yr
- 10 New ServicePoint License
- 10 New ServicePoint License

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Type</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ServicePoint - Software Maintenance, Enhancement &amp; Customer Support</strong></td>
<td>lic/yr</td>
<td>$85.00</td>
</tr>
<tr>
<td><strong>ServicePoint - Database Encryption Annual Maintenance</strong></td>
<td>lic/yr</td>
<td>$10.00</td>
</tr>
<tr>
<td><strong>ServicePoint - User Hosting Fee</strong></td>
<td>lic/yr</td>
<td>$71.00</td>
</tr>
<tr>
<td><strong>ServicePoint - Reporting User - Premium (AdHoc)</strong></td>
<td>lic/yr</td>
<td>$165.00</td>
</tr>
<tr>
<td><strong>ServicePoint - Reporting User - Basic (Report Viewer)</strong></td>
<td>lic/yr</td>
<td>$85.00</td>
</tr>
<tr>
<td><strong>ServicePoint - Reporting User - Bandwidth Fee</strong></td>
<td>lic/yr</td>
<td>$11.00</td>
</tr>
<tr>
<td><strong>ServicePoint - AIRS Taxonomy (non-profit)</strong></td>
<td>year</td>
<td>$450.00</td>
</tr>
<tr>
<td><strong>ServicePoint - SSL Certificate</strong></td>
<td>year</td>
<td>$420.00</td>
</tr>
<tr>
<td><strong>ServicePoint - Training Site</strong></td>
<td>year</td>
<td>$3,150.00</td>
</tr>
<tr>
<td><strong>ServicePoint Module - CallPoint</strong></td>
<td>year</td>
<td>$5,250.00</td>
</tr>
<tr>
<td><strong>ServicePoint Module - Eligibility</strong></td>
<td>year</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>CommunityPoint - Support, Maintenance, and Hosting</strong></td>
<td>year</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>ServicePoint - User License One-Time License Fee</strong></td>
<td>Lic</td>
<td>$205.00</td>
</tr>
<tr>
<td><strong>ServicePoint - Database Encryption Tier 2 One-Time License</strong></td>
<td>Lic</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

### Total Cloud Services

- $112,600.00
- $37,003.33
- $75,596.67

- Total Cloud Service Per License Fee $90,780.00 $30,580.00 $60,200.00
- Total Cloud Service Fixed Rates $19,270.00 $6,423.33 $12,846.67
- Total One-Time Fees $2,550.00 $0.00 $2,550.00
- Grand Total $112,600.00 $37,003.33 $75,596.67

11/01/2017 – 10/31/2018
JUSTIFICATION FOR SOLE SOURCE

(REQUISITION #)            DEPARTMENT  Community Services
MANUFACTURER Bowman Systems L.L.C. a Mediware Co  PRODUCT #

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:
Renewal of our contract with Bowman Systems L.L.C. a Mediware Company to continue shared use of a regional Homeless Management Information System to meet the data and reporting requirements of the US Dept. of Housing and Urban Development, Veterans Administration, and Health and Human Services, and to address regional reporting and resource coordination.

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:
- [ ] sole provider of a licensed or patented good or service
- [ ] sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- [ ] sole provider of factory-authorized warranty service
- [ ] sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [ ] the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
- [x] the software manufacturer (and sole maintenance/update provider)
- [ ] other – (please detail below or in an attachment)

REQUESTED SOURCE Bowman Systems L.L.C. a Mediware Co  CONTACT Gabe Cate
PHONE (318) 213-8780 x24116  WEBSITE https://www.mediware.com/

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)
We are in a regional database that allows us to coordinate resources and services across County lines, gaining a better understanding and service connection for our homeless population. In addition, this product is widely used across Illinois, which will allow for further coordination and report collaboration over time.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)
No. This HMIS database has over 16 years of data from 14 agencies in DuPage County that provide homeless services to those in the community. Changing to a different software manufacturer is not feasible due to the extremely labor and cost intensive resources needed to convert and re-train on a new database while still meeting all federal reporting requirements.

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)
None. While there are other major software providers available, it would be unreasonable for us to pay to move our data and re-train staff on a new software tool at this time. With increasing demands from our federal program partners, there is already a high demand for training and programming, which our vendor is meeting at this time.

Signature on File
DEPARTMENT APPROVAL  DATE  PURCHASING REVIEW  DATE

Packet Pg. 26
AWARDING RESOLUTION TO
OPTIMUM MANAGEMENT RESOURCES
TO PROVIDE TECHNICAL ASSISTANCE AND
CONSULTATION SERVICES
(CONTRACT TOTAL AMOUNT $30,000)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Optimum Management Resources for professional services to provide technical assistance and consultation services to the DuPage County Homeless Continuum of Care (CoC), for the period January 1, 2018 through December 31, 2018, for Community Services through the HUD CoC Planning Grant.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for professional services to provide technical assistance and consultation services to the DuPage County Homeless CoC, for the period January 1, 2018 through December 31, 2018, for Community Services through the HUD CoC Planning Grant, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Optimum Management Resources, 1513 North Columbia, Naperville, Illinois 60563, for a contract total amount not to exceed $30,000.

BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this resolution and any documents attached and made a part hereof, to Peg White-Lijewski, 1513 North Columbia, Naperville, IL 60563, the Finance Department, and Community Services.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _______________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over

HHS-P-0023-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>December 20, 2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decision Memo Required</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Completion Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>12/21/2017 12:15 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>12/21/2017 12:20 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/27/2017 1:24 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>12/27/2017 1:49 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>12/27/2017 3:06 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>12/27/2017 3:14 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>12/29/2017 11:16 AM</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>01/02/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>01/09/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>01/09/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**  
Procurement Services Division

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Optimum Management Resources</th>
<th>Vendor #: 11548</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Peg White Lijewski</td>
<td>Email: <a href="mailto:plijewski@wideopenwest.com">plijewski@wideopenwest.com</a></td>
</tr>
<tr>
<td>Address: 1513 N. Columbia</td>
<td></td>
</tr>
<tr>
<td>City: Naperville</td>
<td>State: IL Zip: 60563</td>
</tr>
<tr>
<td>Phone: 630-357-9595</td>
<td></td>
</tr>
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</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: HUD Planning Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Joan Fox</td>
<td>Email: <a href="mailto:Joan.Fox@dupageco.org">Joan.Fox@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-6426</td>
<td></td>
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</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: HUD Planning Grant</th>
</tr>
</thead>
<tbody>
<tr>
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<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-6426</td>
<td></td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: HUD Planning Grant</th>
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</thead>
<tbody>
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<td>Email: <a href="mailto:Joan.Fox@dupageco.org">Joan.Fox@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-6426</td>
<td></td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
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<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**PO 25 only**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Jan 1, 2018</td>
<td>Dec 31, 2018</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<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></td>
<td>Contract purchase order for professional services to provide technical assistance and consultation services to the DuPage County Homeless Continuum of Care for the period of January 1, 2018 through December 31, 2018.</td>
<td>18</td>
<td>5000</td>
<td>1510</td>
<td>53090</td>
<td>HUDPLNG16 53090</td>
<td>9,000.00</td>
<td>9,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Contract purchase order for professional services to provide technical assistance and consultation services to the DuPage County Homeless Continuum of Care for the period of January 1, 2018 through December 31, 2018.</td>
<td>18</td>
<td>5000</td>
<td>1510</td>
<td>53090</td>
<td>HUDPLNG17 53090</td>
<td>21,000.00</td>
<td>21,000</td>
</tr>
</tbody>
</table>

**Requisition Total** $30,000

**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):

Please email a copy of the PO to Joan Fox in Community Services and Michelle Tunk in Finance.

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

---

FOR OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
### 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</th>
<th>Vendor #: 11548</th>
<th>Contract Term: 01-01-2018 - 12-31-2018</th>
<th>Contract Total: $30,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td>Contact: Joan Fox</td>
<td>Phone: 630-407-6426</td>
<td>Assigned Committee: HHS</td>
</tr>
</tbody>
</table>

#### Description of Procurement/Scope of Work/Background

Preparation of materials for and submitting of the annual Continuum of Care application to HUD is provided through a Continuum Consultant. This is a highly specialized field, requiring familiarity with complex HUD regulations and procedures. The consultant is responsible for completion of applications and reports that result in the DuPage Continuum receiving approximately $4.4 million each year for housing programs throughout DuPage County.

#### Reason for Procurement

The amount of HUD funding received is based on performance. It is, therefore, necessary to engage a consultant who is familiar with the workings of the HUD system and who is able to guide the Continuum’s planning and development in a way that the DuPage Continuum’s Scoring and, consequently, its funding is maximized.

#### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 5000-1510 HUDPLNG16 and the 2017 HUD Planning Grant

- [ ] Budget Transfer (Date) _______________ Add'l Information __________________________

#### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE #, BID # or RFP # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL Enter Bid and/or PO # ____________________________ [ ] Intergovernmental Agreement
- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] 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:

  Professional consultant services of a highly specialized nature.

#### BASIS OF DECISION MEMO (attach Decision Memo)

- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (Include Evaluation Summary if applicable)
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [x] 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 # _______________ Add'l Information __________________________

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Dec 18, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>_____________</td>
</tr>
</tbody>
</table>

Recommended for Approval Date 12/19/17

IT Approval, if required Date _____________

Reviewed By (Initials Only)

<table>
<thead>
<tr>
<th>Reviewer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyee</td>
<td>12-23-17</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>Date 12-23-17</td>
</tr>
</tbody>
</table>

(Decision Memos Over $25,000)

Procurment Officer Date 12-22-17

Chairman’s Office Date 12-29-0

(Decision Memos Over $25,000)
**Decision Memo**

**Procurement Services Division**
This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Joan Fox</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:joan.fox@dupageco.org">joan.fox@dupageco.org</a></td>
<td>Contact Phone: 630-407-6426</td>
</tr>
<tr>
<td>Vendor Name: Optimum Management Resources</td>
<td>Vendor #: 11548</td>
</tr>
</tbody>
</table>

**Date:** Dec 20, 2017

**MinuteTraq (IQM2) ID #:** 11602

**Department Requisition #:**

---

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

Approve a new contract with Optimum Management Resources for consulting services for the DuPage County Continuum of Care ("Continuum"). The Continuum is a multi-agency collaboration of service providers, advocates, & other professionals who collaborate toward ending homelessness. Having a Continuum of Care is a requirement to receive Federal funds for homeless programs from the U.S. Department of Housing and Urban Development (HUD). Approximately $4.4 million is awarded to the Continuum each year to address the needs of the homeless population.

---

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

DuPage County Community Services is the lead agency for the DuPage Continuum of Care. However, a large amount of the staffing related to the competitive funding process comes from the Continuum consultant, Optimum Management Resources (OMR) which has been providing professional services to the Continuum since it started in 1999. This is a highly specialized field and requires familiarity with complex HUD regulations and processes. The amount of funding received is based on performance. Therefore, the consultant must be familiar with the working of the HUD system and be able to guide the Continuum's planning and development in order to maximize the DuPage Continuum of Care's Score on its annual application to HUD. OMR is the only local entity with the special knowledge and expertise necessary to provide such services. The work of OMR has consistently allowed the CoC to be competitive in the application process bringing in more than the County's "pro rata share" established by HUD.

---

**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.

in 2017, DuPage Agencies were awarded $4.4 million dollars to provide services to homeless persons. Over 200 households receive housing and comprehensive services annually. In addition, these funds allow for Continuum Planning and data management which enable our Continuum toward making the condition of homelessness infrequent, brief and nonrecurring. Due to the strength of its planning and organizational efforts, the DuPage Continuum has historically been successful in obtaining the maximum amount of Federal homeless funds available to it.

---

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

OMR is the local entity with special knowledge and expertise necessary to provide Continuum services in preparation of the application to HUD. It is important to have a local entity to provide these services, as attendance is required at various meetings of the Continuum and regional groups. OMR has a proven track record of success with the Continuum since 1999 and currently is largely responsible for the DuPage Continuum receiving approximately $4.4 million from HUD.

---

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

It is recommended to contract with OMR for services to the Continuum. This is the best strategy based on past accomplishments as well as the most cost-effective means toward securing maximum funding from HUD for services to the homeless and toward ending homelessness. Alternatives include eliminating the contract and hire additional County staff to complete this task. This alternative would be more costly and it is unlikely we could hire a staff persons with the knowledge and expertise to be as effective as OMR. A second alternative is to seek services from a different consultant. This is not recommended as there is no other local entity that provides these services; it is key to contract with a local entity.

---

**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.

There would be an impact on the HUD 2016 ($9,000) and on the HUD 2017 ($21,000) Planning Grant budgets for a total of $30,000. The contract is currently budgeted in HUD 2016 and applied for in the 2017 Planning Grant budget.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND OPTIMUM MANAGEMENT RESOURCES
FOR PROFESSIONAL CONSULTING SERVICES
($30,000.00)

AGREEMENT, is entered into as of the 1st day of January 2018 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Optimum Management Resources, a corporation licensed to do business in the State of Illinois, with offices at 1513 N. Columbia, Naperville, IL 60563 (hereinafter referred to as the CONSULTANT).

RE C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005) and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093 et. seq.); and

WHEREAS, the COUNTY is the facilitator and a participant in the DuPage County Homeless Continuum of Care, which is a collaboration of public and private agencies organized to work together toward the mission of ending homelessness in DuPage County; and

WHEREAS, the COUNTY requires professional services to prepare the application for funding to assist said Continuum of Care in its mission; and

WHEREAS, Optimum Management Resources (“CONSULTANT”) has experience and expertise in this area, is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed Thirty Thousand and 00/100 Dollars ($30,000.00); and

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which is hereby incorporated by reference.

2.2 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.3 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in the CONSULTANT’S fees shall be documented by an amendment to this AGREEMENT in accordance with Article 14.0 below.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of Community Services of the COUNTY, (hereinafter referred to as the "Director"), in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2 and 8.3.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any technical subconsultants to complete COUNTY ordered tasks, which consent shall not be unreasonably withheld.

4.2 Any subconsultant(s) hired by the CONSULTANT shall be supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.
5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work no later than five (5) working days after the execution of this AGREEMENT, or on January 1, 2018, whichever is later, unless delayed by the submittal of a schedule as required in subparagraph 5.2. Under this AGREEMENT, the COUNTY is not liable and will not pay the CONSULTANT for any work performed before January 1, 2018.

5.2 Unless otherwise defined in the Scope of Services or attached hereto as Exhibit B, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of commencement under subparagraph 5.1. The submittal of said schedule shall be at the discretion of the COUNTY and is subject to approval by the COUNTY. All of the services required hereunder shall be completed in accordance with the schedule as accepted, but in no event later than December 31, 2018, unless the term of this AGREEMENT is extended in accord with Paragraph 14.1 below.

6.0 COMPENSATION

6.1 The COUNTY shall pay the CONSULTANT for services rendered during the term of this AGREEMENT and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT. Unless this AGREEMENT is terminated pursuant to Article 16.0, all Services shall be completed and deliverables submitted on or before December 31, 2018. In the event of early termination of this AGREEMENT, the COUNTY shall only be obligated for any fees incurred up to the date of termination. In no event shall the COUNTY be liable for any costs incurred or Services performed after the termination date.

6.2 For work performed, the COUNTY shall pay CONSULTANT in accord with the Schedule of Fees attached and incorporated hereto as Exhibit “C” and as set forth in the following paragraphs. The CONSULTANT may not charge the COUNTY for direct expenses not provided for in the Schedule of Fees. If CONSULTANT overcharges, in addition to all other remedies, the COUNTY is entitled to a refund in the amount of the overcharges, plus interest at the rate of one percent (1%) per month from the date the overcharge was paid by the COUNTY until the date refund is made. The COUNTY has the right to offset any overcharge against any amounts due to CONSULTANT under this or any other AGREEMENT between CONSULTANT and the COUNTY, and at the COUNTY’S sole option, the right to declare CONSULTANT in default under this AGREEMENT.

6.3 The CONSULTANT shall submit its progress reports/invoices for tasks completed and services rendered to the COUNTY on a not more often
than a monthly basis. Each progress report/invoice shall summarize the tasks performed and the hours spent and the corresponding money being billed.

6.4 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Thirty Thousand and 00/100 dollars ($30,000.00). In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work unless this AGREEMENT is modified pursuant to Article 14.0.

6.5 Upon receipt, review and approval of properly documented progress reports, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts requested, provided that the amounts requested together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five (5%) percent of the total contract sum, being One Thousand Five Hundred and 00/100 Dollars ($1,500.00) to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

6.6 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

7.0 DELIVERABLES

7.1 The CONSULTANT shall provide the COUNTY on or before the termination of this AGREEMENT, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference. The deliverables shall be furnished in accordance with the schedule accepted under Article 5.0 above, and in any event, shall be promptly delivered to the COUNTY upon expiration or termination of the AGREEMENT.

8.1 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

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

8.1.b Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than One Million and 00/100 dollars ($1,000,000.00) per occurrence bodily
injury/property damage combined single limit; Two Million and 00/100 dollars ($2,000,000.00) excess liability coverage in the annual aggregate injury/property damage combined single limit.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY, copies of the CONSULTANT’S Certificates of Insurance before commencing work. The CONSULTANT shall provide copies of the above Insurance Policies upon the request of the COUNTY.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and 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 COUNTY.

8.4 CONSULTANT’S insurance required by Paragraphs 8.1.b, above, shall name the COUNTY, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state: “The County of DuPage, its officers, employees and agents are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, 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 CONSULTANT’S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
9.3 Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

10.0 SATISFACTORY PERFORMANCE

10.1 The CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry.

10.2 The CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or subconsultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting therefrom.

11.0 CONFLICT OF INTEREST

11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 7.1. In the event any of the above items are lost or damaged while in CONSULTANT'S possession, such items shall be restored or replaced at CONSULTANT'S expense.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and
without compensation to the CONSULTANT other than as provided in this AGREEMENT.

12.3 In the performance of Services, CONSULTANT may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). CONSULTANT agrees not to use or disclose to any third party, except in the performance of Services, any CONFIDENTIAL INFORMATION or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the COUNTY. CONSULTANT shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall CONSULTANT disseminate any information regarding Services without the prior written consent of the COUNTY. CONSULTANT agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by CONSULTANT under this AGREEMENT. The terms of this Paragraph 12.3 shall survive the expiration or termination of this AGREEMENT.

12.4 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY’S sole risk.

12.5 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH STATE AND OTHER LAWS

13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State, COUNTY and local statutes, ordinances and regulations, and will obtain permits, or other mandated approvals, whenever applicable, in the performance of Services under this AGREEMENT. Further, CONSULTANT shall comply with all COUNTY policies and rules, including, but not limited to, criminal background checks.

13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit change orders in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

(a) The termination of this AGREEMENT in accordance with the terms of Article 16.0, or

(b) December 31, 2018, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 31, 2018.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the expiration or termination of this AGREEMENT.

16.0 TERMINATION

16.1 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, except in the event of CONSULTANT’S insolvency, bankruptcy or receivership, in
which case termination shall be effective immediately upon receipt of notice.

16.2 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.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 This AGREEMENT may be assigned by either party provided; however, such assignment shall be first approved, in writing, by the other party.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

20.0 GOVERNING LAW

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
20.2 The venue for resolving any disputes concerning the parties’ respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court, DuPage County, Wheaton, Illinois.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

County of DuPage
421 North County Farm Road
Wheaton, IL 60187
Fax: 630-407-6501
Email: mary.keating@dupageco.org

Attn: Mary A. Keating, Director of Community Services

Optimum Management Resources
1513 N. Columbia
Naperville, IL 60563
Fax: 630-357-9494
Email: peglijewski@gmail.com
Attn: Margaret White Lijewski, President

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; (c) served by email with a return acknowledgement of receipt by the receiver; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally, by facsimile transmission, or by email shall be effective upon receipt and acknowledgement, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT.
Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 REPRESENTATIONS AND WARRANTIES OF CONSULTANT

24.1 CONSULTANT represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the Term of this AGREEMENT.

24.2 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

24.3 Good Standing. CONSULTANT is not in default and has not been deemed by the COUNTY to be in default under any other AGREEMENT with the COUNTY during the five (5) year period immediately preceding the effective date of this AGREEMENT.

24.4 Authorization. In the event CONSULTANT is an entity other than a sole proprietorship, CONSULTANT represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of the CONSULTANT is duly authorized by CONSULTANT and has been made with complete and full authority to commit CONSULTANT to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of CONSULTANT.

24.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by, on behalf of, or to CONSULTANT in relation to this AGREEMENT or as an inducement for award of this AGREEMENT. IN WITNESS OF, the parties set their hands and seals as of the date first written above.
COUNTY OF DUPAGE

BY: ______________________
DANIEL J. CRONIN
CHAIRMAN, DUPAGE COUNTY BOARD

ATTEST BY:

PAUL HINDS, COUNTY CLERK

OPTIMUM MANAGEMENT RESOURCES

BY: ______________________
MARGARET WHITE LIJEWSKI
PRESIDENT

ATTEST BY:

NAME:
TITLE:
EXHIBIT A
SCOPE OF SERVICES

This Exhibit includes the scope of work for the services of Optimum Management Resources for preparation of the application to receive funds under the federal Continuum of Care program and the research and engagement necessary to prepare such an application. DuPage County, as recipient of CDBG funds, has stated the importance of the Continuum of Care and the CoC application for funding in its Consolidated Plan, demonstrating that such an activity is necessary to achieve its community development objectives.

Optimum Management Resources will submit the Continuum of Care funding application into the HUD internet based grants management systems, e-snaps and SAGE, including any updates, training and multiple review of each applicant’s application for accuracy. This will entail review of each applicant’s Annual Progress Report for information needed to be used in the Consolidated Application process.

The Consultant will continue to provide technical assistance on funding strategies for most effective use of HUD funds, and ensure that tasks necessary for maximum points on the annual Continuum Consolidation application are completed throughout the year in a timely manner. In addition, the Consultant will be the liaison with the HUD personnel in the Chicago regional office and in Washington, D.C. and provide technical assistance to all continuum members as necessary. There will be ongoing communication with the Housing Supports and Self-Sufficiency Unit Administrator, the Continuum Planner, committee chairs, Continuum members, the Regional Roundtable Coordinator, and the Community Development Department staff.
EXHIBIT B
DELIVERABLES

This task shall consist of the following specific activities.

- Provide consultation and written feedback to Leadership committee on annual revisions to the CoC Ranking Criteria to be consistent with HUD priorities.
- Prepare Annual Notice of HUD Fund Availability memorandum in January of each year.
- Prepare Continuum Funding Schedule of CoC application activities and deadlines for distribution to applicants and committees.
- Prepare annual HUD project renewal list with amounts and project descriptions after awards are announced.
- Debriefing Summary on scoring of the previous Continuum of Care Consolidated application for distribution.
- Debriefing Score comparisons report from Regional Roundtable Member Continuums.
- Complete all HUD Point In Time training webinars and instructions modules and submission of the Housing Inventory data into the HUD HDX website by the required deadline.
- Complete all HUD Point In Time training webinars and instructions modules and submission of the Point in Time homeless populations data into the HUD HDX website by the required deadline.
- Provide analysis of Housing Inventory charts and Homeless populations data spreadsheet by agency and program generated by HMIS.
- Complete Housing Inventory data submission into the HUD HDX website.
- Prepare formatted Housing Inventory reports by Housing type for website.
- Complete Point in Time homeless populations data submission into the HUD HDX website.
- Prepare Populations Charts for posting on website.
- Complete HUD Grants Inventory Worksheet, ensuring all project are included with correct funding amounts.
- Complete the annual CoC registration process and confirmation of geography and funding amounts in e-snaps.
- Complete registration summary in e-snaps for final approval.
- Review the update of the Continuum Applicant Profile in e-snaps.
- Complete a thorough reading and review of the 2018 HUD CoC Notice of Fund Availability and the General Section.
- Prepare Continuum NOFA Assistance Memorandum after NOFA is announced; including Bonus project rules and re-allocation rules based on complete review of HUD General Section and Program Section.
- Consult with applicants on the types of projects which are eligible, project budgets, and match requirements.
- Prepare a Project application template for both new and renewal projects for agency applicants based on Continuum NOFA requirements.
- Provide consultation to the project applicants on electronic application procedures, accurate completion of project application; leveraging questions; and the application submission process.
• Provide a review of each HUD project application template with written feedback to applicants on corrections or additions via email prior to electronic data entry.
• Provide approved Project List with tiering amounts to Leadership committee for the competition.
• Assist in reviewing agency applications and provide technical assistance at the Leadership Committee Tiering meeting for determining project tiering order for the Project Priorities.
• After Leadership meeting, complete final Project Tiering List and Project Tiering memo with rationale for approval by CoC Lead.
• Compile all required aggregate information from project applications and other sources needed for the consolidated CoC application.
• Review all project submissions into e-snaps for accuracy and send back for amendment any project that requires corrections. Continue to review submissions till 100% accurate.
• Obtain all required attachment documents and review them to ensure they meet requirements.
• Coordinate all required public postings of documents. Compile documents for the required public postings with instructions to the CoC website staff for the posting including dates and wording on the website.
• Complete electronic entry of the HUD Project Priority Listings module in e-snaps in accordance with all guidelines and requirements. Ensure that projects submitted are accurately listed in funding priority order.
• Complete the HUD Continuum Consolidated application and documentation requirements in accordance with all guidelines and attachment requirements.
• Complete any necessary revisions or modifications to all project applications, CoC Consolidated application, and Project Priority Listing and complete final electronic submission.
• Consultation with HUD regarding interpretation of regulations as necessary. Submit questions to One CPD help desk as needed in order to ensure correct interpretation of instructions and regulations.
• Complete CoC Annual Performance Report for HUD goals in housing, employment and mainstream benefit, adding chronic beds and decreasing homeless families after submission of the CoC application.
• Provide HUD grantees with ongoing technical assistance throughout application process.
• Ongoing consultation with CoC committee chairs, Continuum Planner and the designated staff in the DuPage County Dept of Community Services.
EXHIBIT C
SCHEDULE OF FEES

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following project costs and payment terms.

**Project Cost:**

Total Project cost shall not exceed Thirty Thousand and 00/100 Dollars ($30,000.00). COUNTY shall be responsible for payment to CONSULTANT for said cost.

**Payment Terms:**

Payments will be billed as activities are completed. All requests for payment shall be accompanied by a list describing scope of work accomplishments for the time period covered by the request.
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.

Authorized Signature

Printed Name: Peg White Lijewski
Title: President
Date: Dec 20, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars

2018-29
**PROCUREMENT REVIEW CHECKLIST REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tr>
<td>December 15, 2017</td>
<td>$7,208</td>
<td>1/1/2018 - 9/1/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

- Karen Graczyk: Completed 12/15/2017 3:51 PM
- Kathy Ostrowski: Completed 12/18/2017 2:36 PM
- James McGuire: Completed 12/18/2017 4:03 PM
- Paul Rafac: Completed 12/27/2017 2:50 PM
- Kathy Ostrowski: Completed 12/29/2017 9:19 AM
- Health & Human Services: Pending 01/02/2018 10:15 AM
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: DuPage County Health Department (DCHD)</th>
<th>Vendor #: 19161</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Karen Ayala</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 111 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: CSBG Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Gina Strafford-Ahmed</td>
<td>Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6444</td>
<td>Fax:</td>
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### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: DuPage County Health Department (DCHD)</th>
<th>Vendor #: 13527</th>
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</thead>
<tbody>
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<tr>
<td>Phone:</td>
<td>Fax:</td>
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</table>

### Ship To:

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: CSBG Grant</th>
</tr>
</thead>
<tbody>
<tr>
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<td>State: IL</td>
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<tr>
<td>Phone: 630-407-6444</td>
<td>Fax:</td>
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### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
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<th>Requisitioner</th>
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<tbody>
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</table>

### PER 50 ILCS 505/1

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<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
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<td>PO25 only</td>
<td></td>
<td>Jan 1, 2018</td>
<td>Sep 1, 2018</td>
</tr>
</tbody>
</table>

### LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension

| 1 | 1 | EA | Interagency professional contract to provide a Community Needs Assessment for CSBG and attend the IACAA conference and present the process of conducting a CSBG CNA at the conference. | 18 | 5000 | 1650 | 53090 | 18-231028 53090 | 7,208.00 | 7,208.00 |

### Requisition Total $ 7,208.00

### 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):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

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

---

**Packet Pg. 51**
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: DuPage County Health Department (DCHD)  
Vendor #: 19161  
Contract Term: 1/1/18 - 12/18  
Contract Total: $7,208.00  

Dept: Community Services  
Contact: Gina Strafford-Ahmed  
Phone: 6444  
Assigned Committee: HHS

Description of Procurement/Scope of Work/Background: DCHD will work with Community Services to compile and publish a Community Needs Assessment. Work will include a county wide survey of residents, agencies, stakeholders and focus groups. A report will be published and disseminated to the community, State of Illinois and the Federal Government.

Reason for Procurement: The Community Services Block Grant requires a Community Needs Assessment to be completed once every three years. Community Services is partnering with DCHD to complete the process and produce a document that can be used not only by Community Services but also DCHD and our partners.

FUNDING SOURCE
✓ Procurement budgeted for (FY and budget code(s)): 5000-1650

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)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) 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)

Prepared By: ___________________________  
Date: 12/13/17

Recommended for Approval: ___________________________  
Date: 12/13/17

IT Approval, if required: ___________________________  
Date

REVIEWED BY (Initials Only)

Buyer: ___________________________  
Date: 12-19-17

Procurement Officer: ___________________________  
Date: 12-19-17

Chief Financial Officer: ___________________________  
Date: 12-27-17

Chairman's Office: ___________________________  
Date (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: Community Services</th>
<th>Department Contact: Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: DuPage County Health Department</td>
<td>Vendor #: 19161</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.

Approval for an Interagency Professional Services Agreement for the completion of a Community Wide Needs Assessment for a total cost of $7,208.

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

The Community Services Block Grant requires a community wide needs assessment to be completed, published and distributed to the public, State and Federal Government that shows low income needs in our service area. Community Services partners with DCHD on this project to save county dollars as well as provide a document both organizations use for grant purposes.

**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: The County will be better able to identify what services are needed to ameliorate the causes of poverty and make our community healthier.

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

DCHD completed the Needs Assessment in 2015 and both DCHD and Community Services have to provide such a report to the State and Federal Government in 2018.

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

1) Fund the agreement to create a document that both DCHD and Community Services can use to comply with our funders

2) Do not fund the agreement and DCHD and Community Services will have to pay to complete the assessment separately costing the County double

**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.

FY 2018 $7208
INTERAGENCY PROFESSIONAL SERVICES AGREEMENT

This INTERAGENCY PROFESSIONAL SERVICES AGREEMENT (hereinafter ‘Agreement’) is effective as of the 1st day of January, 2018, and is entered into by and between the DuPage County Health Department (hereinafter ‘Health Department’) and DuPage County Department of Community Services (hereinafter ‘Community Services’).

RECITALS

WHEREAS, it is desirable for and the Community Services seeks to have certain services provided as enumerated in Exhibit ‘A’ which is attached and made a part of this Agreement; and

WHEREAS, the Health Department has the expertise, knowledge, resources and/or professional licensure necessary to provide said certain services; and

WHEREAS, the Community Services desires to engage the services of the Health Department according to the terms and conditions set forth below, and the Health Department desires to accept such engagement.

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

1. **Incorporation of Recitals**: The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term**: This Agreement is for a term commencing on January 1, 2018, and continuing until September 1, 2018 unless terminated sooner as provided herein.

3. **Scope of Services**: The Health Department agrees to provide certain services as set forth in Exhibit “A” which is attached and incorporated herein at such times as may be scheduled. The Health Department will provide prior notice to the Community Services in the event that the Health Department is unavailable for any reason to provide certain services. The Health Department agrees to render certain services and perform the functions and duties under this Agreement at all times in accordance with currently approved methods and practices for providing certain services.

4. **Compensation**: The Health Department will be compensated in a timely manner by Community Services for certain services rendered in accordance with Exhibit A, Scope of Services, No. 1, of the Agreement at a flat rate of six thousand three hundred fifty-one and 00/100 dollars ($6,351.00). The Health Department will be compensated in a timely manner by Community Services for certain services rendered in accordance with Exhibit A, Scope of Services, No. 2, of the Agreement at a flat rate of eight hundred fifty-seven and 00/100 ($857.00). Compensation will be based upon the timely submission of a billing statement to Community Services.

5. **Ownership**: Unless otherwise provided by law, all documents, products and/or other materials produced by the Health Department in providing certain services shall at all times be and
remain the property of the Community Services. All of the foregoing items shall be delivered to the Community Services in a timely manner and as completed.

6. **Personnel:** The Health Department will perform certain services using such Health Department personnel it deems necessary. Any such personnel shall be under the control/direction of the Health Department as to the performance of their duties in providing certain services, and the Health Department shall be responsible for all employee benefits it chooses to extend to them, and for all applicable statutory protections accruing to them.

7. **Termination:** Either party may terminate this agreement upon ten (10) days written notice, and the parties may also mutually agree to termination. Upon termination, this Agreement shall be and become of no further force and effect and each of the parties shall be relieved and discharged of their respective obligations from the date of termination, except that indemnification shall survive termination.

8. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

DUPAGE COUNTY HEALTH DEPARTMENT  

By: ____________________________  

Date: 12/21/17

DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

By: ____________________________  

Date: ____________________________
Exhibit A

SCOPE OF SERVICES

DESCRIPTION OF PROVIDER SERVICES:

1. Preparation of a Community Needs Assessment (CNA) report as required for the Community Services Block Grant program, to include:
   - Current quantitative data on poverty in DuPage County, including prevalence related to gender, age, race/ethnicity, and causes and conditions of poverty
   - Qualitative data provided by low-income individuals and community stakeholders, as collected by Impact DuPage via survey, focus group, or other similar methods.
2. Attend and provide a presentation on the process of conducting a CSBG community needs assessment at the 2018 Illinois Association of Community Action Agencies Conference, if applicable.
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.

Authorized Signature

Signature on File

Printed Name: Karen Ayala
Title: Executive Director
Date: Dec 13, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars

2018-30
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 19, 2017</td>
<td>$13,000</td>
<td>12/01/2017 - 11/30/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>12/19/2017 3:07 PM</td>
</tr>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>12/19/2017 4:20 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/20/2017 2:25 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>12/20/2017 2:52 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>12/27/2017 2:55 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/28/2017 3:19 PM</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>01/02/2018 10:15 AM</td>
</tr>
</tbody>
</table>
### Purchase Requisition

**Procurement Services Division**

**Date:** 12/19/2017

**MinuteTraq (IQM2) ID #:** 11580

**Department Req #:**

**RFP, Bid or Quote #:** Quote # 17-239

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Redwood Toxicology</th>
<th>Vendor #:</th>
<th>Dept: Community Services</th>
<th>Division: Psychological Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Heather Brautman</td>
<td>Email: <a href="mailto:hbrautman@redwoodtoxicology.com">hbrautman@redwoodtoxicology.com</a></td>
<td>Attn: Dr. Diana Uchiyama</td>
<td>Email: <a href="mailto:diana.uchiyama@dupageco.org">diana.uchiyama@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 3650 Westwind Blvd</td>
<td></td>
<td>Address: 505 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Santa Rosa</td>
<td>State: CA</td>
<td>Zip: 95403</td>
<td></td>
</tr>
<tr>
<td>Phone: 707-570-4449</td>
<td>Fax: 707-676-9236</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor: Redwood Toxicology</th>
<th>Vendor #:</th>
<th>Dept: Community Services</th>
<th>Division: Psychological Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Heather Brautman</td>
<td>Email: <a href="mailto:hbrautman@redwoodtoxicology.com">hbrautman@redwoodtoxicology.com</a></td>
<td>Attn: Dr. Diana Uchiyama</td>
<td>Email: <a href="mailto:diana.uchiyama@dupageco.org">diana.uchiyama@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 3650 Westwind Blvd</td>
<td></td>
<td>Address: 505 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Santa Rosa</td>
<td>State: CA</td>
<td>Zip: 95403</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-407-6340</td>
<td>Fax: 630-407-6401</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: Redwood Toxicology</th>
<th>Vendor #:</th>
<th>Dept: Community Services</th>
<th>Division: Psychological Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Grace Miranda</td>
<td>Email: <a href="mailto:gmiranda@redwoodtoxicology.com">gmiranda@redwoodtoxicology.com</a></td>
<td>Attn: Dr. Diana Uchiyama</td>
<td>Email: <a href="mailto:diana.uchiyama@dupageco.org">diana.uchiyama@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 3650 Westwind Blvd</td>
<td></td>
<td>Address: 505 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Santa Rosa</td>
<td>State: CA</td>
<td>Zip: 95403</td>
<td></td>
</tr>
<tr>
<td>Phone: 707-570-3430</td>
<td>Fax: 707-577-8102</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: Psychological Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Dr. Diana Uchiyama</td>
<td>Email: <a href="mailto:diana.uchiyama@dupageco.org">diana.uchiyama@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 505 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6340</td>
<td>Fax: 630-407-6401</td>
</tr>
</tbody>
</table>

---

**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PER 50 ILCS 505/1**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>PO25 only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Dec 1, 2017</td>
<td>Nov 30, 2018</td>
<td>PO25 only</td>
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</tbody>
</table>

**Product #**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<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>Drug urine testing</td>
<td>17</td>
<td>1000</td>
<td>1630</td>
<td>53090</td>
<td></td>
<td></td>
<td>13,000.00</td>
<td>13,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $13,000.00

---

**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):

**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: Redwood Toxicology Laboratory</th>
<th>Contract 12/01/2017 through 11/30/2018</th>
<th>Contract Total: $13,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 11539</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depth: Community Services/Psychological Services</td>
<td>Contact: Dr. Diana Uchiyama</td>
<td>Phone: 630-407-6340</td>
</tr>
<tr>
<td>Description of Procurement/Scope of Work/Background</td>
<td>Drug urine testing and oral fluid testing</td>
<td></td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>Court ordered substance use treatment through Psychological Services utilizing drug urine testing and oral fluid testing</td>
<td></td>
</tr>
</tbody>
</table>

### Funding Source

- Procurement budgeted for (FY and budget code(s)): FY18-1630-53090

### Decision Memo Not Required

- LOWEST RESPONSIBLE QUOTE #, BID # or RFP # 17_2357_JH (attach applicable Tabulation)
- QUOTE Less Than $25,000; BID Equal To or Greater Than $25,000
- EXEMPT FROM BIDDING PER ILLINOIS COMPLIED STATUTES
- 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:

### Basis of Decision Memo (attach Decision Memo)

- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (Include Evaluation Summary if applicable)
- 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)

- DU: Dec 18, 2017
- Prepared By: [Signature] Date: 12/19/17
- Recommended for Approval: [Signature] Date: [Signature]
- IT Approval, if required: [Signature] Date: [Signature]

### Reviewed By (Initials Only)

- Buyer: [Signature] Date: 12-21-17 [Signature] Date: 12-21-17
- Procurement Officer: [Signature] Date: 12-21-17
- Chief Financial Officer (Decision Memos Over $25,000): [Signature] Date: 12-21-17
- Chairman's Office (Decision Memos Over $25,000): [Signature] Date: [Signature]

---

Notes:

- Attachment: Redwood Toxicology - Checklist (2018-30 : Redwood Toxicology Laboratory)
- Page 61 of 61
- Form Optimized for Acrobat and Adobe Reader Version 9 or Later

Packet Pg. 61
COUNTY OF DU PAGE, ILLINOIS

______________________________  ___________________________
Chief Financial Officer                      Date: 12/12/17

(Signature and Title)

**QUOTATION MUST BE SIGNED FOR CONSIDERATION**

**PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION**

<table>
<thead>
<tr>
<th>Full Business Name of Bidder</th>
<th>Redwood Toxicology Laboratory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Business Address</td>
<td>3650 Westwind Boulevard</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Santa Rosa, CA 95407</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>707-570-4449</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:hbrautman@redwoodtoxicology.com">hbrautman@redwoodtoxicology.com</a></td>
</tr>
<tr>
<td>Fax Number</td>
<td>707-703-1315</td>
</tr>
<tr>
<td>Bid Contact Person</td>
<td>Heather Brautman, Bid Analyst</td>
</tr>
<tr>
<td></td>
<td>Grace Miranda, Sales Representate</td>
</tr>
</tbody>
</table>

**QUOTE AWARD CRITERIA:**

This quote will be awarded to the lowest responsive, responsible vendor. DuPage County also reserves the right to award more than one vendor to obtain the least costly tests that will benefit the County.

Please include the attached forms:
1. Signed W9 form
2. Signed Vendor Ethics Disclosure form

Scan and email quotes to Joan.McAvoy@dupageco.org. Or FAX to (630) 407-6201.

Best Regards,

Joan McAvoy
DuPage County Buyer II
Procurement Services Division
421 N. County Farm Rd.
Wheaton, IL 60187
630-407-8161
**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: Redwood Toxicology Laboratory | Company Contact: Heather Brautman |
| Contact Phone: 707-570-4449 | Contact Email: hbrautman@redwoodtoxicology.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**

<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**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Barry Chapman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>Date</td>
<td>12/12/17</td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each sheet and number each page. **Page 1 of 1** (total number of pages)
Requisition under 25k dollars

2018-35
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 20, 2017</td>
<td>$15,000</td>
<td>1/01/18 - 9/30/18</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>12/20/2017 2:37 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>12/21/2017 9:11 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/21/2017 9:42 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>12/21/2017 9:50 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>12/27/2017 2:52 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/29/2017 11:47 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>01/02/2018 10:15 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition

**Procurement Services Division**

**Purchase Requisition**

**Date:** Dec 20, 2017

**MinuteTraq (IQM2) ID #:** 11601

**Department Req #:**

**RFP, Bid or Quote #:**

---

### Send Purchase Order To:

- **Vendor:** Aida Beslagic
- **Vendor #:**
- **Dept:** Community Services
- **Division:** Seniors
- **Attn:**
- **Email:**
- **Address:** 2125 Elm Avenue
- **City:** Hanover Park
- **State:** IL
- **Zip:** 60133
- **Phone:**
- **Fax:**

### Send Invoices To:

- **Vendor:** Aida Beslagic
- **Vendor #:**
- **Attn:** Mary Lee Tomsa
- **Email:** MaryLee.Tomsa@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6483
- **Fax:** 630-407-6501

### Send Payments To:

- **Vendor:** Aida Beslagic
- **Vendor #:**
- **Attn:** Mary Lee Tomsa
- **Email:** MaryLee.Tomsa@dupageco.org
- **Address:** 2125 Elm Avenue
- **City:** Hanover Park
- **State:** IL
- **Zip:** 60133
- **Phone:**
- **Fax:**

### Send Invoices To:

- **Vendor:** Aida Beslagic
- **Vendor #:**
- **Attn:** Mary Lee Tomsa
- **Email:** MaryLee.Tomsa@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6483
- **Fax:** 630-407-6501

### Payment Terms

- **PER 50 ILCS 505/1**
- **Destination**
- **Use for PO25 only**

### F.O.B.

- **Contract Administrator**
- **PO 20 Delivery Date**
- **Requisitioner**

### PO 20 Delivery Date

- **Contract Start Date:** Jan 1, 2018
- **Contract End Date:** Sep 30, 2018

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Contract Agreement to provide case management assistance.</td>
<td></td>
<td>18</td>
<td>5000</td>
<td>1720</td>
<td>53090</td>
<td>18-7035 53090</td>
<td>15,000.00</td>
<td>15,000</td>
</tr>
</tbody>
</table>

**Requisition Total:** $15,000

---

**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):

Please email a copy of the PO to Michelle Tunk in Finance.

**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: Aida Beslagic</th>
<th>Vendor #:</th>
<th>Contract Term: 01/01/2018-9/30/2018</th>
<th>Contract Total: $15,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services, Senior Services</td>
<td>Contact: Mary Lee Tomsa</td>
<td>Phone: x6483</td>
<td>Assigned Health and Human Committee: Services</td>
</tr>
</tbody>
</table>

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

Contractual Work to complete Choices for Care Assessments on weekends.

**Reason for Procurement**

The IL Dept. on Aging made a new mandate 1/1/2017 requiring Case Coordination Units to complete Choices for Care assessments on weekends in addition to Monday - Friday. Hiring Contractual employee's is the most cost-effective method for doing this.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): FY’2018, Budget Code: 5000 1720 53090 18-703S 53090
- [ ] 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 and/or PO# Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (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:

### BASIS OF DECISION MEMO (attach Decision Memo)

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- [ ] 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>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>MM</td>
<td>12/18/17</td>
<td>MM</td>
<td>12/19/17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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>AM</td>
<td>12-21-17</td>
<td>MM</td>
<td>12-22-17</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></td>
<td>12-21-17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(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: Community Services, Senior Services</th>
<th>Department Contact: Mary Lee Tomsa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:marylee.tomsa@dupageco.org">marylee.tomsa@dupageco.org</a></td>
<td>Contact Phone: x6483</td>
</tr>
<tr>
<td>Vendor Name: Aida Beslagic</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

**Date:** Dec 20, 2017

**MinuteTraq (IQM2) ID #:** 11601

**Department Requisition #:** ____________

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

To meet the State Program requirement that staff are available to complete Choices for Care Assessments on Saturday’s and Sundays.

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

In January 2017 the Illinois Dept. on Aging made a Rule change to the Choices for Care Program mandating that all Case Coordination Units complete Choices for Care assessments 7 days a week, previously we were only required to do them Monday through Friday.

**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.

Contractual staff will meet our obligation to the Illinois Dept. on Aging for having staff available to complete assessments on Saturdays and Sundays for the Choices for Care Program.

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

Kristi Haefner is a Certified Care Coordinator, she went through the Illinois Dept. on Agings Care Coordinator Certification training when she was an Intern for our Department. This Certification is required in order to complete these assessments.

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

1. Pay current staff over-time to complete weekend work at a much higher rate of pay.
2. Hire permanent staff to work weekends.

**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 projected cost of this is not to exceed $15,000. The funds are budgeted in the Aging grant 5000-1720. The Grant receives reimbursement of $135.00 for each assessment completed.
COUNTY OF DuPAGE, ILLINOIS

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of January 1, 2018, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and, Aida Beslagic an Independent Contractor ("Individual").

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

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

1. **Incorporation of Recitals**: The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term**: This Agreement is for a term commencing January 1, 2018 and continuing through September 30, 2018 unless terminated sooner as provided herein.

3. **Scope of Services**: Individual agrees to provide the services required and, if applicable, set forth on Exhibit “A” including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual’s fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

4. **Compensation and Payment**: Compensation for Services during the initial term shall be based on an hourly rate of $10.00 for time that employee is “on-call” for 7 hours on Saturday’s and Sunday’s and $20.00 per hour for actual time worked and mileage at the current County reimbursement rate, with total costs not to exceed $15,000.00. Compensation shall be based on actual Services performed during the Term of this Agreement and the County shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Individual shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. The County will process payment in its normal course of business.

5. **Non-Appropriation**: Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Events of Default and Remedies**

6.1 **Events of Default**: Events of default include, but are not limited to, any of the following:

   (i) Any material misrepresentation by Individual in the inducement of this Agreement or
6.2 **Remedies.** In the event Individual defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem Individual non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.

7. **Standards of Performance:** Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.

8. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

9. **Confidentiality and Ownership of Documents.**

9.1 **Confidential Information.** In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.

9.2 **Ownership.** All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual’s possession, such items shall be restored or replaced at Individual’s expense.

10. **Representations and Warranties of Individual:** Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

10.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

10.2 **Compliance with Laws.** Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal
COUNTY OF DuPAGE, ILLINOIS

background checks.

10.3 Good Standing. Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

10.4 Authorization. In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.

11. Independent Contractor: It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual's employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Individual hereby represents that Individual's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) is 320-94-4544.

12. Indemnification: Notwithstanding the foregoing, the Individual and County shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act. Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

13. Favored Nation: Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County's sole option the right to declare Individual in default under this Agreement.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:
<table>
<thead>
<tr>
<th>TYPE</th>
<th>MINIMUM ACCEPTABLE LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Worker’s Compensation</td>
<td>Statutory – State of Illinois</td>
</tr>
<tr>
<td>2. Employer’s Liability</td>
<td></td>
</tr>
<tr>
<td>A. Each Accident</td>
<td>100,000.00</td>
</tr>
<tr>
<td>B. Each Employee - Disease</td>
<td>100,000.00</td>
</tr>
<tr>
<td>C. Policy Aggregate - Disease</td>
<td>500,000.00</td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>A. General Aggregate – Per Project</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>B. General Aggregate – Products/ Completed Operations</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>C. Personal and Advertising</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>D. Each Occurrence</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>E. Fire Legal Liability (any one fire)</td>
<td>50,000.00</td>
</tr>
<tr>
<td>F. Medical Expense (any one person)</td>
<td>5,000.00</td>
</tr>
<tr>
<td>4. Business Auto Liability</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>5. Umbrella Excess Liability (over primary)</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td>Retention for Self-Insured Hazards (each occurrence)</td>
<td>5,000.00</td>
</tr>
<tr>
<td>6. Professional Errors &amp; Omissions</td>
<td>1,000,000.00</td>
</tr>
</tbody>
</table>

**NOTE:**

A) It is the responsibility of Contractor to provide a copy of this Agreement to their insurance carrier.

B) It may also be required that the Contractor’s insurer and coverage be approved by owner prior to execution of the Contract.

C) No work shall be started until receipt of Certificate of Insurance.

*The County of DuPage shall be named as additionally insured on all certificates of insurance. Certificates should be faxed (send hard copy via mail) to:*

DuPage County Purchasing Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

TX: (630) 407-6200  
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

In the event the County waives the insurance requirement of this Agreement, the box below shall be checked and the individual shall by signature, indicate agreement with Sections 14.1 and 14.2.

*x*The County hereby waives the insurance requirements covered under Section 14 of this Agreement and the individual agrees to the following conditions:

14.1 **Automobile Insurance.** If Individual will be driving a vehicle in the course of performing the Services, Individual shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

14.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Individual carry Commercial General Liability Insurance, Professional Liability Insurance and Worker’s Compensation and Employer’s Liability Insurance, Individual agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless
COUNTY OF DuPAGE, ILLINOIS

from all liability in any claim or action made by Individual or any third party, and
harmless from any judgment awarded by any civil or administrative body, for personal
injury, disability or death, or damage or destruction of property resulting from or
connected with the Services, unless caused by the gross negligence of the County.

15. 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 COUNTY:
County of Du Page
421 North County Farm Road
Wheaton, IL 60187
Attn: Senior Citizen Services

Copy to: Purchasing Manager
DuPage County Purchasing Division
421 North County Farm Road
Wheaton, IL 60187-3978

IF TO INDIVIDUAL: Aida Beslagic, 2125 Elm Avenue, Hanover Park, IL 60133

16. Entire Agreement and Amendment: This Agreement, including all exhibits and referenced
documents, constitutes the entire agreement of the parties with respect to the matters contained
herein. All attached exhibits are incorporated into and made a part of this agreement. No
modification of or amendment to this Agreement shall be effective unless such modification or
amendment is in writing and signed by both parties hereto. Any prior agreements or
representations, either written or oral, relating to the subject matter of this Agreement are of no
force or effect.

17. Governing Law: This Agreement shall be governed by and construed in accordance with the
laws of the State of Illinois without regard to any conflict of law or choice of law principles.

18. Waiver: No delay or omission by the County to exercise any right hereunder shall be construed
as a waiver of any such right and the County reserves the right to exercise any such right from
time to time as often and as may be deemed expedient.

19. County Approval: If applicable, This Agreement is subject to approval of the appropriate
committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their
duly authorized representatives as of the date first above written.

COUNTY OF DU PAGE

By: ____________________________
SIGNATURE
Mary A. Keating
Title: Director of Community Services

[INDIVIDUAL]

By: ____________________________
SIGNATURE
Aida Beslagic, Case Manager

Packet Pg. 73
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: 12/20/17

Company Name: Community Services
Company Contact: 224-239-7870
Contact Phone: 630-348-7124
Contact Email: beslagicaida@yahoo.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 contract 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 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

Aida Beslagic
Case Manager
12/20/17

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars

2018-36
**PROCUREMENT REVIEW CHECKLIST REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
<td>December 20, 2017</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
<td>1/01/18 - 9/30/18</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$15,000</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>12/20/2017 2:36 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>12/21/2017 9:11 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/21/2017 9:43 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>12/21/2017 9:50 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>12/27/2017 2:52 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/29/2017 11:50 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>01/02/2018 10:15 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition

**Procurement Services Division**

**Date:** Dec 20, 2017

**MinuteTraq (IQM2) ID #:** 11600

**Department Req #:**

**RFP, Bid or Quote #:**

---

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Kristie Haefner</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 228 Richard Road</td>
<td></td>
</tr>
<tr>
<td>City: Naperville</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

## Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: Seniors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mary Lee Tomsa</td>
<td>Email: <a href="mailto:MaryLee.Tomsa@dupageco.org">MaryLee.Tomsa@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6483</td>
<td>Fax: 630-407-6501</td>
</tr>
</tbody>
</table>

## Send Payments To:

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: Seniors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mary Lee Tomsa</td>
<td>Email: <a href="mailto:MaryLee.Tomsa@dupageco.org">MaryLee.Tomsa@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6483</td>
<td>Fax: 630-407-6501</td>
</tr>
</tbody>
</table>

## Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use for PO25 only</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Ship To:

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: Seniors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mary Lee Tomsa</td>
<td>Email: <a href="mailto:MaryLee.Tomsa@dupageco.org">MaryLee.Tomsa@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6483</td>
<td>Fax: 630-407-6501</td>
</tr>
</tbody>
</table>

## LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Contract Agreement to provide case management assistance.</td>
<td>18</td>
<td>5000</td>
<td>1720</td>
<td>53090</td>
<td>18-7035 35090</td>
<td>15,000.00</td>
<td>15,000</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $15,000

---

### 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):

Please email a copy of the PO to Michelle Tunk in Finance.

---

### 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: Kristie Haefner</th>
<th>Contract Term: 01/01/2018-9/30/2018</th>
<th>Contract Total: $15,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services, Senior Services</td>
<td>Contact: Mary Lee Tomsa</td>
<td>Phone: x6483</td>
</tr>
</tbody>
</table>

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

Contractual Work to complete Choices for Care Assessments on weekends.

**Reason for Procurement**

The IL Dept. on Aging made a new mandate 1/1/2017 requiring Case Coordination Units to complete Choices for Care assessments on weekends in addition to Monday - Friday. Hiring Contractual employee's is the most cost-effective method for doing this.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY2018, Budget Code: 5000 1720 53090 18-7035 53090
- 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 and/or PO# □ 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
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (Include Evaluation Summary if applicable)
- 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>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12/14/17</td>
<td></td>
<td>12/19/17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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></td>
<td>12-21-17</td>
<td></td>
<td>12-22-17</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>(Decision Memos Over $25,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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: Dec 20, 2017
MinuteTraq (IQM2) ID #: 11600
Department Requisition #: 

Requesting Department: Community Services, Senior Services
Contact Email: marylee.tomsa@dupageco.org
Vendor Name: Kristie Haefner

Department Contact: Mary Lee Tomsa
Contact Phone: x6483
Vendor #: 

To meet the State Program requirement that staff are available to complete Choices for Care Assessments on Saturday's and Sundays.

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

In January 2017 the Illinois Dept. on Aging made a Rule change to the Choices for Care Program mandating that all Case Coordination Units complete Choices for Care assessments 7 days a week, previously we were only required to do them Monday through Friday.

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.

Contractual staff will meet our obligation to the Illinois Dept. on Aging for having staff available to complete assessments on Saturdays and Sundays for the Choices for Care Program.

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

Kristi Haefner is a Certified Care Coordinator, she went through the Illinois Dept. on Agings Care Coordinator Certification training when she was an Intern for our Department. This Certification is required in order to complete these assessments.

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

1. Pay current staff over-time to complete weekend work at a much higher rate of pay.
2. Hire permanent staff to work weekends.

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 projected cost of this is not to exceed $15,000. The funds are budgeted in the Aging grant 5000-1720. The Grant receives reimbursement of $135.00 for each assessment completed.
COUNTY OF DuPAGE, ILLINOIS
INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of January 1, 2018, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and, Kristie Haefner an Independent Contractor ("Individual").

RECITALS

WHEREAS, the County desires that Individual render certain services more fully described herein; and

WHEREAS, the Individual has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the County.

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

1. **Incorporation of Recitals**: The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term**: This Agreement is for a term commencing January 1, 2018 and continuing through September 30, 2018 unless terminated sooner as provided herein.

3. **Scope of Services: Individual** agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Individual's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

4. **Compensation and Payment**: Compensation for Services during the initial term shall be based on an hourly rate of $10.00 for time that employee is “on-call” for 7 hours on Saturday's and Sunday’s and $20.00 per hour for actual time worked and mileage at the current County reimbursement rate, with total costs not to exceed $15,000.00. Compensation shall be based on actual Services performed during the Term of this Agreement and the County shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Individual shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. The County will process payment in its normal course of business.

5. **Non-appropriation**: Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify Individual and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Events of Default and Remedies.**

   6.1 **Events of Default**. Events of default include, but are not limited to, any of the following:
   (i) Any material misrepresentation by Individual in the inducement of this Agreement or
COUNTY OF DuPAGE, ILLINOIS

the performance of Services; (ii) Breach of any agreement, representation or warranty made by Individual in this Agreement; or (iii) Failure of Individual to perform in accordance with or comply with the terms and conditions of this Agreement.

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

7. Standards of Performance: Individual agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Individual acknowledges and accepts a relationship of trust and confidence with the County and agrees to cooperate with the County in performing Services to further the best interests of the County.

8. Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.


9.1 Confidential Information. In the performance of Services, Individual may have access to certain information that is not generally known to others ("Confidential Information"). Individual agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. Individual shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Individual disseminate any information regarding Services without the prior written consent of the County. Individual agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Individual under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.

9.2 Ownership. All records, reports, documents, and other materials prepared by Individual in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Individual’s possession, such items shall be restored or replaced at Individual’s expense.

10. Representations and Warranties of Individual: Individual represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

10.1 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

10.2 Compliance with Laws. Individual is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Individual is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal
COUNTY OF DuPAGE, ILLINOIS

10.3 Good Standing. Individual is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

10.4 Authorization. In the event Individual is an entity other than a sole proprietorship, Individual represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Individual is duly authorized by Individual and has been made with complete and full authority to commit Individual to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Individual in relation to this Agreement or as an inducement for award of this Agreement.

11. Independent Contractor: It is understood and agreed that the relationship of Individual to the County is and shall continue to be that of an independent contractor and neither Individual nor any of Individual’s employees shall be entitled to receive County employee benefits. As an independent contractor, Individual agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Individual agrees that neither Individual nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County. Individual hereby represents that Individual’s valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) is 619-60-3438.

12. Indemnification: Notwithstanding the foregoing, the Individual and County shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act. Individual agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Individual or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

13. Favored Nation: Individual shall furnish Services to the County at the lowest price that the Individual charges to other similarly situated parties. If Individual overcharges, in addition to all other remedies, the County is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the County until the date refund is made. The County has the right to offset any overcharge against any amounts due to Individual under this or any other Agreement between Individual and the County, and at the County’s sole option the right to declare Individual in default under this Agreement.

14. Insurance. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:
COUNTY OF DuPAGE, ILLINOIS

<table>
<thead>
<tr>
<th>TYPE</th>
<th>MINIMUM ACCEPTABLE LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Worker’s Compensation</td>
<td>Statutory – State of Illinois</td>
</tr>
<tr>
<td>2. Employer’s Liability</td>
<td></td>
</tr>
<tr>
<td>A. Each Accident</td>
<td>100,000.00</td>
</tr>
<tr>
<td>B. Each Employee - Disease</td>
<td>100,000.00</td>
</tr>
<tr>
<td>C. Policy Aggregate - Disease</td>
<td>500,000.00</td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>A. General Aggregate – Per Project</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>B. General Aggregate – Products/</td>
<td></td>
</tr>
<tr>
<td>Completed Operations</td>
<td></td>
</tr>
<tr>
<td>C. Personal and Advertising</td>
<td></td>
</tr>
<tr>
<td>D. Each Occurrence</td>
<td></td>
</tr>
<tr>
<td>E. Fire Legal Liability (any one fire)</td>
<td>50,000.00</td>
</tr>
<tr>
<td>F. Medical Expense (any one person)</td>
<td>5,000.00</td>
</tr>
<tr>
<td>4. Business Auto Liability</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>5. Umbrella Excess Liability (over primary)</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td>Retention for Self-Insured Hazards (each</td>
<td></td>
</tr>
<tr>
<td>occurrence)</td>
<td>5,000.00</td>
</tr>
<tr>
<td>6. Professional Errors &amp; Omissions</td>
<td>1,000,000.00</td>
</tr>
</tbody>
</table>

NOTE: A) It is the responsibility of Contractor to provide a copy of this Agreement to their insurance carrier.

B) It may also be required that the Contractor’s insurer and coverage be approved by owner prior to execution of the Contract.

C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Certificates should be faxed (send hard copy via mail) to:

DuPage County Purchasing Division
421 North County Farm Road
Wheaton, IL 60187-3978

TX: (630) 407-6200
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

In the event the County waives the insurance requirement of this Agreement, the box below shall be checked and the individual shall by signature, indicate agreement with Sections 14.1 and 14.2.

The County hereby waives the insurance requirements covered under Section 14 of this Agreement and the Individual agrees to the following conditions:

14.1 **Automobile Insurance.** If Individual will be driving a vehicle in the course of performing the Services, Individual shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

14.2 **Waiver.** In consideration of the County agreeing to waive its requirement that Individual carry Commercial General Liability Insurance, Professional Liability Insurance and Worker’s Compensation and Employer’s Liability Insurance, Individual agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless
15. **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 COUNTY:**
County of DuPage  
421 North County Farm Road  
Wheaton, IL 60187  
Attn: Senior Citizen Services

Copy to: Purchasing Manager  
DuPage County Purchasing Division  
421 North County Farm Road  
Wheaton, IL 60187-3978

**IF TO INDIVIDUAL:** Kristie Haefner, 228 Richard Road, Naperville, IL 60540

16. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

17. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

18. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

19. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**COUNTY OF DU PAGE**

By: ________________________________

[Signature]

Mary A. Keating  
Title: Director of Community Services

**[INDIVIDUAL]**  
By: ________________________________

[Signature]

Kristie Haefner, Case Manager
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 a 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.

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.

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.

Authorized Signature

Printed Name

Title

Date

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

HHS-R-0035-18

HOME INVESTMENT PARTNERSHIPS AGREEMENT HM03-05
BETWEEN THE COUNTY OF DUPAGE AND
DUPAGE COUNTY HEALTH DEPARTMENT

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Complied Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, DUPAGE COUNTY HEALTH DEPARTMENT, an Illinois Unit of Government, (hereinafter called “DEVELOPER”), having a principal place of business at 111 N. County Farm Rd, Wheaton Illinois 60187 made an application to COUNTY for a grant of a portion of COUNTY’S HOME Investment Partnerships Act Funds (“HOME FUNDS”) to rehabilitate a residential facility for fourteen (14) persons with mental illness at 438 North Ardmore Avenue, Villa Park, IL 60188 in the amount of $267,057; and

WHEREAS, DuPage County approved funding a HOME Project on February 3rd, 2003, as part of the 2000-2004 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnership Program (HOME) with Resolution CDC-001-00; and

WHEREAS, an Agreement was approved on October 28th, 2003 requiring compliance with HOME requirements, and said agreement has been approved by DUPAGE COUNTY HEALTH DEPARTMENT; and

WHEREAS, an Agreement Modification was approved on November 25th, 2003, correcting a Scrivener’s Error to increase the amount of funding to $276,057 and said agreement modification has been approved by DUPAGE COUNTY HEALTH DEPARTMENT; and

WHEREAS, Second Agreement modification has been prepared to reduce the HOME Affordability period from 20 years to 15 years expiring on June 28th, 2019 based on the type of activity and minimum requirements of the HOME Program and reduce the number of HOME units from 6 to 4; and

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement Modification between the County of DuPage and DUPAGE COUNTY HEALTH DEPARTMENT, attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and
BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM03-05 so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send an original signed Agreement with this Resolution to Karen Ayala, Executive Director, DUPAGE COUNTY HEALTH DEPARTMENT, 111 N. County Farm Rd, Wheaton Illinois 60187; and a certified copy to Community Development.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
To: Robert Larsen, Chairman and Committee Members
Health and Human Services Committee

From: Mary A. Keating, Director,
Department of Community Services

Date: December 27, 2017

Subject: Modification to Project HM03-05 – DuPage County Health Department – Reduction of Required HOME Affordability Period and Number of HOME Units

On December 5, 2017, the Home Advisory Group approved the recommendation for a modification to Project HM03-05 – DuPage County Health Department Reduction of Required HOME Affordability Period and Number of HOME Units.

In the early days of the County’s HOME program, affordability periods longer than the HUD requirement were required of some projects. Although these extended affordability periods were never registered in HUD’s tracking system, they were reflected in the project agreements and do put the County at financial risk if an affordability period is not met. Therefore, over the past couple years, we have been working to simplify our portfolio of HOME loans by reducing the affordability period or releasing projects that have fulfilled the HUD required affordability period.

Staff is now asking committee approval to shorten the affordability compliance periods on the following project to match the HUD affordability periods. When the project reaches the end of its affordability period, it will then be released. Even though some of the projects will not complete the affordability period for some time, it is important to make these changes now so that a correct unit inspection schedule can be implemented. As noted below, some of the projects will also require a modification to the Regulatory Land Use Restriction Agreement (RLURA) to correctly state the number or type of HOME units.

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Developer</th>
<th>Project</th>
<th>Expiration Date of HUD Affordability Period</th>
<th>RLURA</th>
</tr>
</thead>
<tbody>
<tr>
<td>HM03-05</td>
<td>DuPage County Health Department</td>
<td>Acquisition Activity</td>
<td>June 8, 2019</td>
<td>To be drafted for June 8, 2019</td>
</tr>
</tbody>
</table>

The project agreement also needs to be modified to reduce the number of HOME units from 6 to 4. During the initial lease up of the building, one of the units encountered unexpected flooding issues and was converted into a common area of the building. The per unit subsidy cost is still within HOME limits and the number of beneficiaries has not changed since the initial lease up.
**Recommendation:** Staff recommends that the affordability period and RLURA modification shown in the above table be adopted and that the Director of Community Services be authorized to execute modifications to RLURA documents also to reduce the number of HOME units from 6 to 4.
MODIFICATION ONE TO COMMUNITY DEVELOPMENT COMMISSION
AGREEMENT HM03-05

THIS MODIFICATION ONE TO AGREEMENT is entered into this 9th day of January, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and DUPAGE COUNTY HEALTH DEPARTMENT, having a principal place of business at 111 N. County Farm Road Wheaton, Illinois 60187. The purpose of this MODIFICATION ONE TO AGREEMENT is to modify an existing agreement between the above parties known as Agreement HM03-05 which was adopted by Resolution CDC-047-03 on October 28, 2003, to provide HOME Investment Partnership Program funding in the amount of $276,057 for the purpose of rehabilitation of a residential facility for up to 14 persons with mental illness at 438 Ardmore Ave, Villa Park, IL 60181 to be leased to HOME eligible persons (the PROJECT) (hereinafter, together called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with Section III of the Agreement:

1. Section III. J. is hereby amended to state that the PROJECT remain affordable for fifteen (15) years beginning when all necessary title transfer requirements and construction work have been performed, and project complies with requirements of 24 CFR part 92.251 and the final draw down has been disbursed in the disbursement and information system established by HUD now known as IDIS (hereinafter called “Affordability Period”), in accordance with 24 CFR Part 92.2.

2. Section III. K. is hereby added to state the total number of HOME units for Project HM03-05 is four (4) units and is in accordance with the per unit subsidy limit of the HOME Program.
IN WITNESS WHEREOF, the parties have executed this Modification on the dates recited below:

COUNTY OF DUPAGE, a body politic
in the State of Illinois

BY:
Daniel J. Cronin, Chairman
DuPage County Board

DATE: ____________________________

ATTEST:
Paul Hinds, County Clerk

DEVELOPER:
DUPAGE COUNTY HEALTH DEPARTMENT, a
not-for-profit corporation in the State of Illinois

BY:
Karen J. Ayala, Executive Director

DATE: ____________________________

ATTEST:
Print Name: _______________________
Title: _____________________________
REGULATORY AND LAND USE RESTRICTION AGREEMENT

THIS REGULATORY AND LAND USE RESTRICTION AGREEMENT ("Regulatory Agreement") is made and entered into as of the _____ day of _______________, 2018, by and between DUPAGE COUNTY HEALTH DEPARTMENT, having a principal place of business at 111 N. County Farm Road Wheaton, Illinois 60187, ("Borrower") and the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois ("County"), having its principal offices at 421 N. County Farm Road, Wheaton, Illinois 60187.

RECITALS

A. Borrower is the fee owner of that certain real property legally described in Exhibit A attached hereto and by this reference made a part hereof (collectively, the "Real Estate").

B. The County is a participating jurisdiction and administrator of the HOME Investment Partnerships Program ("HOME Program") for the County of DuPage, as authorized by Title II of the National Affordable Housing Act of 1990 (P.L. 101-165) (the "HOME Act"), and the regulations promulgated thereunder and codified at 24 CFR Part 92 (the "Regulations") as amended.

C. The County has agreed to make a loan to Borrower in the original, principal amount of TWO HUNDRED SEVENTY SIX THOUSAND FIFTY SEVEN and no/100 DOLLARS ($276,057) ("Loan"), to be used, with other monies, for the rehabilitation of the Project (as hereinafter defined).

D. Borrower has executed and delivered to County its promissory note ("Note") as evidence of its indebtedness to County in the principal amount of the Loan or so much thereof as may hereafter be advanced upon the Loan to Borrower by County, with interest thereon at the rates and payable at the times and in the manner as specified in the Note.
E. As an inducement to County to make the Loan, Borrower has agreed to enter into this Regulatory Agreement in accordance with the terms, conditions, and covenants set forth below and consents to be regulated and restricted by County as herein provided and as provided for in the HOME Act and the Regulations and any additional rules, regulations, policies and procedures of County promulgated under the HOME Act, all as the same may be amended and supplemented from time to time, and as applicable.

F. Capitalized terms used herein and not otherwise defined shall have the meanings established in the Project Agreement, and, if not defined therein, then in the HOME Act, and if not defined therein, in the Regulations.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Incorporation. The foregoing recitals are made a part of this Regulatory Agreement as fully and with the same force and effect as if repeated herein at length.

2. Regulatory Compliance. Borrower agrees that at all times its acts regarding the Real Estate and the improvements now or hereinafter located thereon (together referred to as the “Project”) shall be in conformance with the HOME Act and the Regulations and any additional rules, regulations, policies and procedures of County promulgated under the HOME Act, all as the same may be amended and supplemented from time to time. The Borrower shall obtain all Federal, State and local governmental approvals required by law for the Project. “The Borrower shall cause the Project to comply with all State and local property standards and code requirements, ordinances and zoning ordinances, as set forth in 24 CFR 92.251 and further detailed within the DuPage County Community Development Commission Property Standards Policy”.

3. Occupancy and Rental Restrictions. Borrower further represents, warrants, covenants and agrees that:

a. The Project is located at 438 North Ardmore Avenue, Villa Park Illinois 60181 as described on Exhibit A, attached hereto. This project will be referred to by HM03-05. The Project contains or will four (4) HOME rental units distributed to income qualified Families (“HOME Program Units”). Said HOME Program Units shall comply with the Current Maximum Allowable Rents for projects funded by the HOME Investments Partnerships Program (“HOME”) established by HUD and in effect from time to time. As used in this Regulatory Agreement and the Loan Documents, “Low-Income Families,” “Very Low-Income Families,” and “Extremely Low-Income Families” shall have the respective meanings set forth in the HUD Regulations. In the event that HUD publishes a new Maximum Allowable Rents Schedule for High and Low HOME Rents after the date of this agreement, the Borrower is directed to comply with the new rent limits. Notwithstanding the foregoing, no HOME program Rental Unit may be occupied by a Family whose
income, at the time of initial occupancy or at the time funds are invested (whichever is later), exceeds sixty percent (60%) of the Median Family Income for the area, as determined and made available by HUD with adjustments for smaller and larger Families.

b. In the advertising, marketing and rental of HOME Program Units and the selection of Families for the Project, Borrower agrees to abide by the terms and conditions of the Tenant Selection Plan executed by Borrower and approved by County, Affirmative Fair Housing Marketing Plan executed by Borrower and approved by County, the Project Agreement (as such documents may be amended from time to time with the prior written consent of County), the HOME Act, the Regulations, and all applicable ordinances, regulations, rules, procedures and requirements of County.

c. Borrower shall not, in the selection of tenants, in the provision of services, or in any other manner unlawfully discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, handicap, national origin, marital status, familial status, or because the prospective tenant is receiving governmental rental assistance. Borrower shall comply with all of the provisions of Paragraph 3805/13 of the HOME Act, Sections 92.350 and 92.351 of the Regulations and all other provisions of Federal, State and local law relative to non-discrimination.

d. In the management, maintenance, and operation of the Project, Borrower agrees to abide by the terms and conditions of the Project Agreement, as such document may be amended from time to time with the prior written approval of County. Borrower shall be responsible for ensuring any management agent’s compliance with the HOME Act, the Regulations, and all applicable ordinances, regulations and statutes and the rules, procedures and requirements of County.

e. On forms approved by County, Borrower shall obtain from each prospective Family, prior to its admission to the Project, a determination of income in accordance with Section 92.203(a) of the Regulations (the “Determination”), and at such intervals thereafter as required by County conduct a reexamination of income in accordance with Section 92.252(h) of the Regulations (the “Reexamination”) from all such Families. Borrower shall submit the initial Determination and results of each subsequent Reexamination to County in the manner prescribed by County.

f. In the manner prescribed by County, Borrower shall obtain written evidence substantiating the information given for the initial Determination and each subsequent Reexamination and shall retain such evidence in its files at the Project or at the offices of Borrower for three (3) years after the year to which such evidence pertains.

g. Rent for HOME Program Units shall not be greater than the rent allowed under the terms of the Project Agreement. Any increases in rents for the HOME Program Units in accordance with the Project Agreement, are subject to the provisions of outstanding service contracts, and, in any event, Borrower must provide tenants of those HOME Program Units not less than thirty (30) days’ prior written notice before implementing any increase in rents.
h. The HOME Program Units shall be deemed to comply with this Paragraph 3, despite a temporary noncompliance with this Paragraph, if (i) the noncompliance is caused by increases in the incomes of Families already occupying such HOME Program Units, and (ii) actions satisfactory to County are being taken to ensure that all vacancies are filled in accordance with this Paragraph 3 until the noncompliance is corrected. Subject to the limitations set forth in Section 92.252(i)(2) of the Regulations with respect to low-income housing tax credits, if applicable, Families that no longer qualify as Low-Income Families must pay as rent an amount not less than thirty percent (30%) of the Family’s Adjusted monthly Income, as recertified annually.

i. Borrower shall require all Families occupying HOME Program Units to execute a Service contract in a form approved by County in accordance with Section 92.253 of the Regulations (24 CFR 92.253), as amended, and any and all applicable provisions of the Rules.

j. Borrower shall cause all Loan proceeds to be used for eligible activities and eligible costs and for the benefit of eligible beneficiaries, as such terms are defined in Sections 92.205 and 92.206 of the Regulations (24 CFR 92.205 and 92.206).

k. Borrower shall submit to County on an annual basis the rent schedule for the HOME Program Units reflecting the actual rates being charged at the Project.

l. Borrower shall not evict any Family from a Unit in the Project without good cause.

m. Within thirty (30) days after the end of each calendar year Borrower shall certify to County that, at the time of such certification and during the preceding calendar year, Borrower was in compliance with the requirements of this Paragraph 3, or, if Borrower is not or has not been in compliance with such requirements, Borrower shall give notice to County of its failure to comply and the corrective action Borrower is taking or has taken.

n. Subject to termination in the event of foreclosure or transfer in lieu of foreclosure as provided in Section 92.252(e) of the Regulations, the occupancy and rental restriction provisions of this Section 3 shall remain in effect for a period of 15 years from the date of Project Completion in US Department of Housing and Urban Development (HUD) Integrated Disbursement and Information System (IDIS) (the “Affordability Period”). In the event of foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the project, the County shall have the right, but not the obligation, to acquire the project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations.

4. Acts Requiring County Approval. Except as permitted pursuant to the other Loan Documents, Borrower shall not without the prior written approval of County, which may be given or withheld in County’s sole discretion:
a. Convey, transfer or encumber the Project or any part thereof, or permit the conveyance, transfer, or encumbrance of the Project or any part thereof.

b. Convey, assign or transfer any right to manage or receive the rents and profits from the Project.

c. Rent any Unit for less than one (1) year, unless otherwise mutually agreed in writing by Borrower and the tenant in accordance with the Regulations.

d. Require, as a condition of the occupancy or leasing of any Unit in the Project, any consideration or deposit other than the pre-payment of the first month’s rent plus a security deposit in an amount not to exceed one (1) month’s rent to guarantee the performance by the tenant of the covenants of such service contract. Any funds collected by Borrower as security deposits shall be kept separate and apart from all other funds of the Project.

e. Prepay, in part or in whole, the Loan.

5. Program Requirements. Borrower further covenants, represents and warrants to County as follows:

a. Flood Insurance. The Borrower shall procure flood insurance satisfactory to the County if the Project is located in a 100-year flood plain.

b. Scope of Work. The County and the Borrower agree that the only work to be done in connection with the Project shall be that described in the Project Agreement.

c. Inspections. The County shall have the right to inspect the Property during the course of the Project and during the duration of the Affordability Period to insure the Property’s compliance with the Project requirements and all applicable regulations as set forth in Paragraph 2 of this Regulatory Agreement.

d. Insurance Proceeds. If the Borrower received insurance proceeds for any damage or destruction to the Property occurring during the Affordability Period, the Borrower shall apply such proceeds to the repair of such damage or destruction, if practicable. If not practicable, the Borrower shall repay the Loan.

e. Cooperation and Project Design. The Borrower understands and agrees that the Borrower shall cooperate at all times with the County and will do all acts necessary to facilitate the Project. Borrower shall expeditiously complete construction of the Project, as set forth in the Project Agreement. Borrower shall design and construct the Project in conformity with (i) applicable Federal, State and local statutes, regulations, ordinances, standards and codes (except as otherwise approved by County), (ii) industry practices in Illinois and (iii) applicable rules, contracts, agreements, procedures, guides and other requirements of County provided to Borrower in writing.
f. **Furnishing Records, Reports and Information.** At the request of County, the Borrower shall furnish such records and information as required by the County in connection with the maintenance, occupancy and physical condition of the Property. At the request of County, Borrower shall furnish such reports, projections, certifications, budgets (including the annual operating budget to be approved by County), financial reports (including the complete annual financial report for the Project, in a manner prescribed by County, based upon an examination of the books and records of the Project prepared at Borrower’s expense and certified to Borrower by an Illinois licensed certified public accountant), operating reports, tax returns and analyses as required pursuant to the Regulations and any other applicable statutes, rules and regulations.

g. **Audit.** The Project and the equipment, buildings, plans, specifications, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto, and the books and records relating to Borrower, shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying at the office of Borrower by County or its agents or representatives at any time during regular business hours as County reasonably requires.

6. **Violation of Agreement by Borrower.** Upon violation of any of the provisions of this Regulatory Agreement by Borrower, County shall give written notice thereof to Borrower in the manner provided in Paragraph 14 hereof. If such violation is not corrected to the satisfaction of County within seven (7) days (with respect to monetary defaults) or within thirty (30) days (with respect to non-monetary defaults) after the date such notice is mailed, or within such further time as County in its sole discretion permits (but if such non-monetary default is of a nature that it cannot be cured within such thirty (30) day period, then so long as Borrower commences to cure within such thirty (30) day period and diligently pursues such cure to completion within a reasonable period not to exceed one hundred twenty (120) days from the date of such notice, such violation shall not be considered to be a Default), or if any default or event of default under any other Loan Document is not cured within any applicable grace, cure or notice period set forth therein, then the County may declare a Default under this Regulatory Agreement (“Default”), effective on the date of such declaration of default and notice thereof to Borrower, and upon such default the County may undertake any or all of the following:

a. Declare the whole of the indebtedness under the Note immediately due and payable and proceed with the rights and remedies set forth in the Mortgage.

b. Withhold further disbursement of the Loan.

c. Collect all rents and charges in connection with the operation of the Project and use such collections to pay Borrower’s obligations under this Regulatory Agreement, the Note, the Mortgage, the other Loan Documents and such other obligations of Borrower in connection with the Project and the necessary expenses of preserving and operating the Project.

d. Take possession of the Project, bring any action necessary to enforce any rights of Borrower in connection with the operation of the Project and operate the Project in
accordance with the terms of this Agreement until such time as County, in its sole discretion, determines that Borrower is again in a position to operate the project in accordance with the terms of the Regulatory Agreement and in compliance with the requirements of the Note and the Mortgage.

e. Apply to any State or Federal court for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief as may be appropriate. Because the injury to the County arising from a default under any of the terms of this Agreement would be irreparable and the amount of damages would be difficult to ascertain, Borrower acknowledges and agrees that in the event of a violation of this Regulatory Agreement, the County’s remedies at law would be inadequate to assure the County’s public purpose under the HOME Act.

f. Use and apply any monies deposited by Borrower with the County regardless of the purpose for which the same were deposited, to cure any such default or to repay any indebtedness under the Project Agreement or any other Loan Document which is due and owing to the County.

g. Exercise such other rights or remedies as may be available to the County hereunder, under any other Loan Document, at law or in equity.

County’s remedies are cumulative, and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of any other remedy by the County. No waiver of any breach of this Regulatory Agreement by the County shall be deemed to be a waiver of any other breach or a subsequent breach. If the County fails to exercise, or delays in exercising, any right under this Regulatory Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

7. Termination of Liabilities.

a. In the event County consents to a sale or other transfer of the Project, or in the event of a permitted sale or other transfer, if any, pursuant to the Loan Documents, all of the duties, obligations, undertakings and liabilities of the transferor under the terms of this Agreement shall thereafter cease and terminate as to such transferor, except as to any acts or omissions or obligations to be paid or performed by such transferor that occurred or arose prior to such sale or transfer; provided, however, as a condition precedent to the termination of the liability of the transferor hereunder, the transferee of the project (“New Borrower”) shall assume in writing, on the same terms and conditions as apply hereunder to the transferor, all of the duties and obligations of such transferor arising under this Regulatory Agreement from and after such sale or transfer. Such assumption shall be in form and substance acceptable to the County in its sole discretion.

b. Any New Borrower shall be bound by the terms of this Agreement to the same extent and on the same terms as the present Borrower is bound hereunder and shall execute an assumption of such obligations in form and substance acceptable to County as a
condition precedent to such party’s admission as a New Borrower; provided, however, that any such New Borrower shall not be obligated with respect to matters or events which occur or arise prior to such party’s admission as a New Borrower.

8. Term of Agreement; Covenants Run with the Land. The covenants, conditions, restrictions and agreements set forth in this Regulatory Agreement (collectively, the “Obligations”) shall be deemed to run with, bind and burden the Real Estate and the Project and shall be deemed to bind any New Borrower and any other future owners of the Real Estate and/or the Project and the holder of any legal, equitable or beneficial interest therein for the Affordability period; provided, moreover, that if the date of the cancellation of the Note (the “Cancellation Date”) is prior to the expiration date of the Affordability Period, the Obligations shall remain in effect until the last day of the Affordability Period, irrespective of whether the proceeds of the Loan are repaid voluntarily by Borrower or tendered by any party following an acceleration by County of the Note or enforcement by County of its remedies in connection with the Loan. The Borrower shall, if so requested by County, execute a written memorandum, prepared by County, which memorandum shall memorialize said date of Project completion and the foregoing Affordability Period. Any waiver by the County of its right to prepare or record any such memorandum and any failure by the Borrower to execute and deliver the same shall not affect the validity or enforceability of the Obligations. In the event of a foreclosure or deed in lieu of foreclosure relating to any other loan encumbering the Project, the County or its designee shall have the right, but not the obligation, to acquire the Project prior to such foreclosure or deed in lieu of foreclosure to preserve the foregoing affordability provisions as provided in Section 92.252 of the Regulations.

It is hereby expressly acknowledged by Borrower that the undertaking of the Obligations by Borrower is given to induce County to make the Loan and that, notwithstanding that the Loan may be repaid prior to the expiration of the Affordability Period, the Borrower’s undertaking to perform the obligations for the full Affordability Period set forth in the previous paragraph is a condition precedent to the willingness of County to make the Loan.

9. Indemnification

a. The Borrower hereby agrees to indemnify the County, its respective officers, agents, employees or servants against, and hold them harmless from, liabilities, claims, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys’ fees, settlements or judgments, whether by direct suit or from third parties, arising out of the Borrower’s performance under this Regulatory Agreement or the work performed by a contractor in connection with the Project, in any claim or suit brought by a person or third party against the County, or its respective officers, agents, employees or servants.

b. If a claim or suit is brought against the County, or its respective officers, agents, employees or servants, for which the Borrower is responsible pursuant to subsection (a) above, the Borrower shall defend, at the Borrower’s cost and expense, any suit or claim, and shall pay any resulting claims, judgments, damages, losses, costs, expenses
or settlements against the County, or its respective officers, agents, employees or servants.

10. **Amendment.** This Regulatory Agreement shall not be altered or amended except in a writing signed by the parties hereto.

11. **Conflicts and Partial Invalidity.** Borrower warrants that it has not executed, and shall not execute, any other agreement with provisions contradictory, or in opposition to, the provisions hereof and that, in any event, the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations set forth in such other agreement and supersede any other requirements in conflict therewith; provided, however, that to the extent this Regulatory Agreement conflicts with any provision or requirement set forth in the Project Agreement, Mortgage, Note, or any other Loan Document, as the case may be, the more restrictive provision and requirement shall prevail and control. If any term, covenant, condition or provision of this Regulatory Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Regulatory Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Regulatory Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Successors.** Subject to the provision of Paragraph 7 hereof, this Regulatory Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns; provided, however, that Borrower may not assign this Regulatory Agreement or any of its obligations hereunder, without the prior written approval of County.

13. **Plurals, Gender and Captions.** The use of the plural in this Regulatory Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders. The captions used in this Regulatory Agreement are used only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Regulatory Agreement.

14. **Notices.** Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by facsimile or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

If to recipient of funds:

DuPage County Health Department  
111 N. County Farm Road  
Wheaton, Illinois 60187
15. **Survival of Obligations.** The Borrower’s obligations, as set forth in this Regulatory Agreement, shall survive the disbursement of the Loan, and the Borrower shall continue to cooperate with County and furnish any documents, exhibits or records requested.

16. **Construction.** This Regulatory Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

17. **Counterparts.** This Regulatory Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Regulatory Agreement must be produced or exhibited, be the Regulatory Agreement, but all such counterparts shall constitute one and the same agreement.

18. **Limited Non-Recourse Obligation.** Notwithstanding anything herein to the contrary, the indebtedness evidenced by the Note shall be a non-recourse obligation of Borrower and neither Borrower nor any general or limited partner or member of Borrower nor any related or unrelated party shall have any personal liability for repayment of said indebtedness or any other amounts evidenced or secured by the Loan Documents, the sole recourse of the County or any subsequent holder of the Note being the exercise of its rights against the Project (as defined in the Project Agreement) and any other collateral under the Loan Documents, including, without limitation (i) the Project and the rents, issues, profits and income therefrom, (ii) any funds or property held pursuant to any of the Loan Documents, (iii) insurance proceeds and condemnation awards paid or payable relative to the Project and (iv) the personal liability of any guarantor or indemnitor, to the extent of its guaranty or indemnity. Notwithstanding the foregoing, Borrower and each general partner of Borrower shall be jointly and severally liable for all liability, loss or damage to the County and any subsequent holder of the Note caused by or arising out of (a) any fraud or intentional misrepresentation by Borrower or any general partner of Borrower, (b) any waste involving the Project, or (c) Borrower’s or any general partner’s misapplication (in violation of any provisions of the loan Documents or otherwise) or insurance proceeds or condemnation awards in respect of the Project or any portion thereof (or any payment or settlements in lieu of either), or (d) revenues derived from the operation of the Project or any portion thereof. Nothing contained in this section shall be construed to modify, limit or affect the personal liability of the parties under any guaranty or indemnity.

19. **Waiver of Jury Trial.** The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with the project, this regulatory agreement or any of the loan documents and agree that any such action or proceeding shall be tried before a court and not before a jury.

In Witness Whereof, the parties hereto have executed this Agreement on the date(s) recited below.
COUNTY OF DU PAGE, a body politic in the State of Illinois

By: __________________________
    Mary A. Keating, Director
    DuPage County Community Services Department

Date: __________________________

Recipient:
DuPage County Health Department

By: ________________________________
    Karen J. Ayala
    Executive Director

Attest: ______________________________

STATE OF ILLINOIS )
    ) SS
COUNTY OF DU PAGE )

I, __________________________, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary A. Keating, of DuPage County, a body politic in the State of Illinois, personally known to me to be the Director of the DuPage County Community Services Department, appeared before me this day in person, and acknowledged that as Director she signed, sealed and delivered the foregoing instrument as the free and voluntary act of DuPage County and as its free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ___ day of __________________________, 2017.

___________________________________
Notary Public

STATE OF ILLINOIS )
    ) SS
COUNTY OF DU PAGE )
I, __________________________, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____________________________________ and _____________________________________, personally known to me to be the _______________ and _______________ of _______________________, an Illinois not-for-profit corporation, appeared before me this day in person, and acknowledged that as such they signed, sealed and delivered the foregoing instrument as the free and voluntary act of said corporation and as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of ___________________________, 2017.

___________________________________
Notary Public
EXHIBIT A

LEGAL DESCRIPTION

Permanent Real Estate Index Number: 06-04-232-020

Commonly Known As: 438 North Ardmore Avenue, Villa Park Illinois 60181

LOT 9 (EXCEPT THE EAST 34 FEET CONDEMNED FOR WIDENING ARDMORE AVENUE) IN BLOCK 2 IN ARDMORE HIGHLANDS, BEING A SUBDIVISION IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1923 AS DOCUMENT 162022, IN DU PAGE COUNTY, ILLINOIS
WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Complied Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, an Illinois not-for-profit corporation, (hereinafter called “SPONSOR”), having a principal place of business at 531 East Roosevelt Road, Suite 200, Wheaton IL 60187, made an application to COUNTY for a grant of a portion of COUNTY’S HOME Investment Partnerships Act Funds (“HOME FUNDS”) to be used for eligible costs associated with the construction of eight (8) single family townhouses, at or about the premises located at 775 Marilyn, Glendale Heights, Illinois (“PROPERTY”) OR (“residences”), six (6) townhouse units to be sold to eligible low-income households of no more than sixty (60%) MFI, and two (2) townhouse units will be retained by CHAD as rental properties for eligible households of no more than sixty (60%) MFI and known as HOME/HDF project HM04-02; and

WHEREAS, DuPage County approved funding a Housing Development Fund (“HDF”) on February 8, 2000, as part of the 2000-2004 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnership Program (HOME), adopted by Resolution CDC-001-00; and

WHEREAS, an Agreement was approved on July 13, 2004 adopted by Resolution CDC-014-04 requiring compliance with HOME requirements, and said agreement has been approved by COMMUNITY HOUSING ADVOCACY and DEVELOPMENT; and

WHEREAS, an Agreement modification was approved February 11, 2011 by Resolution CDC-002-11 to allow “the temporary rental of any townhouse that was to be sold, until such time as market conditions allow for the sale of such home.”

WHEREAS, SPONSOR has requested Modification Two to grant unsold townhouses to remain as permanent rental units for low income households; remove two restrictive rental requirements, and said Modification request was approved by the Home Advisory Group on December 5, 2017 and the County Health & Human Services Committee on January 2, 2018.
NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement Modification between the County of DuPage and Community Housing Advocacy and Development, attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM04-02 so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send an original signed Agreement with this Resolution to Brian Worth, Executive Director, COMMUNITY HOUSING and DEVELOPMENT, 531 E Roosevelt Road, #200, Wheaton IL 60187; and a certified copy to Community Development.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
TO: Robert Larsen, Chairman and Committee Members
Health and Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: December 27, 2017

RE: Community Housing Advocacy and Development
HOME Project Number HM04-02
Modification Two to Agreement

The recommendation was approved by the HOME Advisory Group on December 5, 2017.

Background:
Community Development Commission Agreement HM04-02 was adopted by Resolution CDC-014-04 on July 13, 2004 in the amount of $845,519 to purchase eight townhouse units, two of which were to be rented and six of which were to be sold under the Sponsor’s “Just Homes” program. “Just Homes” is a shared-equity program where CHAD provides 40% of the equity and CHAD’s partner family provides 60% of the equity needed to purchase a home. CHAD’s equity partner takes on the responsibilities of home ownership with a smaller mortgage payment, allowing them to pay all utilities, property taxes and maintenance items. In the case of Lippert Pointe, CHAD built the townhomes, sold a portion of them to equity partners and continues to assist the homeowner association.

The Agreement was modified February 3, 2011 to allow for “the temporary rental of any townhouse that was to be sold, until such time as market conditions allow for the sale of such home.” Currently 2 of the original homeownership units are serving as rental units for CHAD. Its “Just Homes” program is experiencing difficulty attracting lenders to shared-equity homeownership, at Lippert Pointe and other locations. In addition, refinancing and Home Equity Lines of Credit are proving difficult for the existing owners to secure due to the program structure. The Modification will allow for unsold townhouses to remain as permanent rental units for low income households.

Further, the Modification allows for the removal of 2 unduly restrictive requirements as follows:

- A required household size of “not less than five persons”, in the two original rental units. This requirement may result in non-compliance when a household downsizes or may result in vacancy while seeking a household of that size.
- A requirement for a Move-In Notice signed by tenants stating that they understand they are not eligible for relocation assistance if they move out of the
units. The tenants may in fact, be eligible for assistance so this notice needs to be removed to conform to the HOME requirements

**Recommendation:** The HOME Advisory Group recommends that Project HM04-02 be granted the Modification Two to the Agreement.
November 22, 2017

Mary Keating
Director, Community Development
421 County Line Rd
Wheaton, IL 60187

Subject: Request for Modification Two to CDC Agreement HM04-02

Dear Mary,

CHAD would like to modify some of the terms of our Just Homes agreements as it pertains to Lippert Pointe. As equity partners sell their portion of the townhome back to CHAD, we have placed the property into our rental pool rather than continuing to seek equity partners in the program.

We would like to make this process permanent. Banks are very reluctant to place a mortgage on property where two or more partners jointly own the property. Our current equity partners have had much difficulty refinancing their existing loans, finding a Home Equity Line of Credit or finding any bank willing to take on the existing mortgage. New equity partners would be in the same difficult position.

Rental units are CHAD’s main business model and we gladly take the repurchased Just Homes properties back into our rental pool. In addition, please eliminate the household size requirement on the existing agreement. Family sizes change when teenagers head off to college or permanent housing on their own. CHAD places families in homes that fit their household size. We are never motivated to underutilize bedrooms when we have deserving families waiting in the wings, especially with three and four bedroom homes. When family sizes are reduced, usually the family seeks a smaller, thus less expensive, unit and the problem resolves itself at the end of the lease. Until that time, the unit may be out of compliance of a head count requirement.

Thank you for your consideration on both these items.

Sincerely,

Mary Loch
CHAD CFO
MODIFICATION TWO TO COMMUNITY DEVELOPMENT COMMISSION
AGREEMENT HM04-02

THIS MODIFICATION TO AGREEMENT is entered into this 2nd day of January, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, an Illinois not-for-profit corporation, having a principle place of business at 531 E Roosevelt Road, #200, Wheaton IL 60187, (hereinafter called “SPONSOR”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement HM04-02, which was adopted by Resolution CDC-014-04 on July 13, 2004, (hereinafter called “Agreement” to provide DEVELOPER with HOME Investment Partnerships Program or “HOME”). The Agreement provided SPONSOR with funds to purchase eight townhouse units, two of which were to be rented and six of which were to be sold under SPONSOR’s “Just Homes” program.

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in accordance with the amendment provisions of Paragraph XIV.B. of the Agreement, the parties hereby agree to the following modification of the terms of the Agreement:

1. Any townhouse under the Agreement that was to be sold may become a rental unit to be rented to an eligible household whose income does not exceed 60% of median family income as set by the U.S, Departments of Housing and Urban Development (HUD) and updated from time to time. The rental received shall not exceed High HOME rent, less utility allowances, as set by HUD and updated from time to time. Should five or more townhouses in the total project be rented during the same time period, 20% of the rental units must be rented at Low HOME rent, less utility allowances, as set by HUD and updated from time to time.

2. Section III. A. 2. RENTAL UNITS. Ownership of two (2) of the townhouse units will be retained by SPONSOR as rental properties for eligible households with an income level at or below sixty percent (60%) of Median Family Income (MFI) as set by HUD and updated from time to time.
In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

COUNTY OF DU PAGE, a body politic in the State of Illinois

By: ________________________________
    Daniel J. Cronin, Chairman
    DuPage County Board

Date: ______________________________

Attest: ______________________________
    Paul Hinds
    County Clerk

SPONSOR: COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, a Not-for-profit Corporation in the State of Illinois

By: ________________________________
    Brian R. Worth
    President and Chief Executive Officer

Date: ______________________________

Attest: ______________________________
    Print Name: ___________________________

Title: ________________________________
Resolution
HHS-R-0037-18

MODIFICATION FOUR TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN DUPAGE COUNTY AND DUPAGE P.A.D.S., INC.
PROJECT CD15-12

WHEREAS, DuPage County has participated in the Housing and Community Development Program since 1975; and

WHEREAS, DuPage P.A.D.S., Inc. has made application to DuPage County for a portion of County’s CDBG; and

WHEREAS, the County Board approved this project on February 10, 2015, as part of the 2015 Action Plan of the 2015-2019 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program under Resolution DC-R-0094015; and

WHEREAS, the Plan provided for a grant to DUPAGE P.A.D.S., INC. (SUBGRANTEE) in the amount of $13,209.00 for project CD15-12, Client Service Center Roof Replacement, for the purpose of removing the existing deteriorating roof and replacing it with a new roof at the Client Service Center located at 703 W. Liberty Drive, Wheaton, Illinois.

WHEREAS, on April 25, 2015, the County entered into an Agreement with SUBGRANTEE to implement this project (hereinafter, together with any previous modifications thereto, called “Agreement”); and

WHEREAS, SUBGRANTEE has requested Modification Four to grant an additional time extension to finish said project with an expiration date of September 30, 2018 and said Modification request was approved by the DuPage Community Development Executive Committee on December 5, 2017 and the County Health & Human Services Committee on January 2, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Modification Four to Agreement between DuPage County and SUBGRANTEE attached hereto and herein incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Modification on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project CD15-12 so long as such amendments further the completion of said project and are in accordance with regulations applicable to the Community Development Block Grant Program and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and
Resolution
HHS-R-0037-18

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Carol Simler, President/Chief Executive Officer of DuPage P.A.D.S., Inc., 601 W. Liberty Drive, Wheaton, IL 60187 and the DuPage Community Development Commission.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK
To: Robert Larsen, Chairman and Committee Members
Health and Human Services Committee

From: Mary A. Keating, Director
Department of Community Services

Date: December 27, 2017

Subject: DuPage P.A.D.S., Inc. (PADS)
CD15-12 Client Service Center Roof Replacement
Request for 4th Modification, 3rd Time Extension

On December 5th, 2017, the CDC Executive Committee approved the recommendation for a 4th Modification, 3rd Time Extension of CD15-12 to September 30, 2018.

On February 10, 2015, the County Board approved CD15-12 as part of the 2015 Action Plan of the 2015-2019 DuPage County Consolidated Plan. At PADS’s request, the project budget was revised and increased to $31,209 on March 8, 2016 to fully fund the project scope—i.e. removal of existing roof and replacement with a new roof at the Client Service Center located at 703 W. Liberty Drive, Wheaton, IL 60187.

While CDBG funds were being anticipated for the roof replacement, PADS applied for additional funding to expand the Client Service Center building so that appropriate space could be provided for facilitated group support sessions. On March 28, 2017, the County Board approved $288,957 in CDBG funds for the addition to the building, identified as project CD17-12 as part of the 2017 Action Plan.

As the County anticipated its HUD 2017 allocation of CDBG funds, PADS combined these two CDBG projects to maximize efficiency of funds, labor, and the least disruption of client programs. The delay in receiving the HUD funds made it impossible for the start of construction prior to Spring 2018. Because the projects were approved under different Action Plan years, this request is to extend the expiration date of CD15-12 to September 30, 2018 to coincide with the new expiration date of CD17-12, as policy allows the first time extension request to be executed by the Director of Community Services.


If you have any questions regarding this recommendation, please contact me at 630-407-6457.
November 17, 2017

Mary Keating
Director of Community Services
Jack T. Knuepfer Administration Building
421 N. County Farm Road
Wheaton, IL 60187

RE: CDBG Project #CD15-12 Roof Replacement

Dear Mary:

I am writing to formally request an extension for the grant for the roof replacement until September 30, 2018.

Due to an unforeseen delay in receiving HUD funding, the project is unable to start construction until the Spring of 2018.

If you need additional information, please do not hesitate to contact me at 630.682.3845 x2310. Thanking you for your consideration of this matter.

Sincerely,

Carol Simler
President & CEO

When someone believes in you, everything can change.
MODIFICATION FOUR TO COMMUNITY DEVELOPMENT COMMISSION
AGREEMENT CD15-12
TIME EXTENSION THREE

THIS FOURTH MODIFICATION TO AGREEMENT is entered into this 8th day of
January, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called
“COUNTY”) and DUPAGE P.A.D.S., Inc., an Illinois not-for-profit corporation, having a
principal place of business at 601 W. Liberty, Wheaton, IL 60187 (hereinafter called
“SUBGRANTEE”). The purpose of this MODIFICATION FOUR is to modify an existing
agreement between the above parties known as Community Development Commission Agreement
CD15-12, which was adopted by Resolution CD-R-0094-15 on February 10, 2015, to grant
funding in the amount of Thirty-One Thousand Two Hundred Nine and 00/100 DOLLARS
($31,209.00) for the purpose of roof replacement: (hereinafter, together with any previous
modifications thereto, called “Agreement”).

In consideration of the premises of the Agreement, and for other good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby
agree to the following modification of the terms of the Agreement.

1. The time period covered by the CD15-12 Agreement is hereby extended to
   September 30, 2018 with no gap in funding timeframe.

   In all other respects, the terms and conditions of the Agreement shall remain in full force
   and effect with no gaps in time.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

COUNTY OF DU PAGE, a body politic in the
State of Illinois

By: _____________________________________
    Daniel J. Cronin, Chairman
    DuPage County Board

Date: _____________________________________

Attest: _____________________________________
        Paul Hinds, County Clerk

SUBGRANTEE: DuPage PADS, Inc., a not-for-profit corporation in the
State of Illinois
601 W. Liberty, Wheaton, IL 60187

BY: _____________________________________
Signature
Printed Name: Carol Simler
Title: President and CEO

ATTEST: _____________________________________
Signature
Printed Name: _________________________
Title:     ______________________________
Rewritten Text:

AWARDING RESOLUTION ISSUED TO ADVACARE SYSTEMS
FOR RENTAL OF MEDICAL EQUIPMENT
LOW AIR LOSS AND BARIATRIC MATTRESSES/BEDS
AND LOW AIR LOSS WHEELCHAIR CUSHIONS (CATEGORY 1 & 2)
FOR THE CARE CENTER
(CONTRACT TOTAL AMOUNT $70,000.00)

WHEREAS, bids were taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order to Advacare Systems, for rental of medical equipment, low air loss and bariatric mattresses/beds and low air loss wheelchair cushions (category 1 & 2), for the Care Center, for the period January 26, 2018 through January 25, 2019.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for rental of medical equipment, low air loss and bariatric mattresses/beds and low air loss wheelchair cushions (category 1 & 2), for the Care Center, for the period January 26, 2018 through January 25, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Advacare Systems, 2939 North Pulaski Road, Chicago, Illinois 60641, for a contract total amount of $70,000.00, per renewal under bid #17-004-GV, first of three one year optional one year renewals.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
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<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>JANUARY 26, 2018 - JANUARY 25, 2019</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

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<tr>
<td>County Board</td>
<td>Pending</td>
<td>01/09/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Advacare Systems
Vendor #: 11694

Dept: DuPage Care Systems
Contact: Clementine Nelson
Phone: 630-784-4251

Contract Term: 01/26/18 - 01/25/19
Contract Total: $70,000.00

Assigned Committee: Health and Human

Description of Procurement/Scope of Work/Background:
Rental of low air loss and bariatric mattresses/beds and low air loss wheelchair cushions (category 1 & 2) for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, per renewal option under bid #17-004-GV, first of three one year optional one year renewals.

Reason for Procurement:
This rental equipment are devices that are prescribed treatments for residents to maintain a good quality of care.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 1200-2050-53410
☐ 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 and/or PO# 17-004-GV
☐ Intergovernmental Agreement

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(6) (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:

BASIS OF DECISION MEMO (attach Decision Memo)

☐ EXEMPT FROM BIDDING PER ILLINOIS COMPLIED STATUTES

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)

☐ 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)

cdk Date Dec 5, 2017
Prepared By Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer Date 12/20/17
Procurement Officer Date 12-21-17

Chief Financial Officer Date 12-21-17
(Decision Memos Over $25,000)

Chairman's Office Date
(Decision Memos Over $25,000)
**Purchase Requisition**

**Procurement Services Division**

**Date:** Dec 5, 2017

**MinuteTraq (IQM2) ID #:** 11570

**Department Req #:** 7

**RFP, Bid or Quote #:** 17-004-GV

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Advacare Systems</th>
<th>Vendor #: 11694</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Robert Locascio</td>
<td>Email: <a href="mailto:rlocascio@advacaresystems.com">rlocascio@advacaresystems.com</a></td>
</tr>
<tr>
<td>Address: 2939 N. Pulaski Road</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>Zip: 60641</td>
</tr>
<tr>
<td>Phone: 847-322-1964</td>
<td>Fax: 847-882-0552</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center</th>
<th>Division: Nursing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Connie Revita</td>
<td>Email: <a href="mailto:connie.revita@dupageco.org">connie.revita@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-784-4254</td>
<td>Fax:</td>
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**Send Payments To:**

<table>
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<tbody>
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<tr>
<td>City: Chicago</td>
<td>Zip: 60641</td>
</tr>
<tr>
<td>Phone: 847-322-1964</td>
<td>Fax: 847-882-0552</td>
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</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center</th>
<th>Division: Nursing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Clementine Nelson</td>
<td>Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road</td>
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<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
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<td>Zip: 60187</td>
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<tr>
<td>Phone: 630-784-4251</td>
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**Payment Terms**

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<tr>
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<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Christine Kliebhan</td>
</tr>
</tbody>
</table>

**Use for**

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Kliebhan</td>
<td>January 26, 2018</td>
<td>January 25, 2019</td>
</tr>
</tbody>
</table>

**PO 25 only**

<table>
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<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<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>Low air loss and bariatric mattresses/beds and low air loss wheelchair cushions (category 1 &amp; 2)</td>
<td></td>
<td>1200</td>
<td>2050</td>
<td>53410</td>
<td></td>
<td>70,000.00</td>
<td>70,000</td>
</tr>
</tbody>
</table>

**Requisition Total:** $70,000.00

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

Rental of low air loss and bariatric mattresses/beds and low air loss wheelchair cushions for the DuPage Care Center for the period January 26, 2018 through January 25, 2019, per renewal option under bid #17-004-GV, first of three one year optional one year renewals.

**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):

January 2, 2018   HHS                                  January 9, 2018   County Board
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Advacare Systems, of 2939 N Pulaski Rd, Chicago, IL 60641, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid 17-004-GV which became effective January 26, 2017, and which will expire January 25, 2018. The contract is subject to a first option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective: January 26, 2018 and expires January 25, 2019 contingent upon any applicable Parent Committee and County Board approval.

Advacare Systems
Signature on File

COUNTY OF DU PAGE, ILLINOIS
Signature on File

Robert LoCastro
Printed Name

Glenda Vasak
Buyer II

Packet Pg. 124
**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: | Advacare Systems |
| Company Contact: | Robert Ia Casio |
| Contact Phone: | 847-222-1864 |
| Contact Email: | lobacasi@advacare-systems.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>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

- **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 contractor 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/](http://www.dupageco.org/CountyBoard/Policies/)

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

Authorized Signature: 

---

Printed Name: Robert Ia Casio

Title: Vice President

Date: 11/14/12

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___ of ____ (total number of pages)
Awarding Resolution
Issued to Medline Industries
For Incontinent Products
For the Care Center Residents
(Contract Amount: $186,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order for incontinent products, for the period March 1, 2018 through February 28, 2019, for the Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for incontinent products, for the period March 1, 2018 through February 28, 2019, for the Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Medline Industries, One Medline Place, Mundelein, Illinois 60060, for a total contract amount of $186,000.00, per renewal option under bid #15-233-GV, second of three optional one year renewals.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
HHS-P-0022-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>December 18, 2017</td>
<td>$186,000.00</td>
<td>MARCH 1, 2018 - FEBRUARY 28, 2019</td>
<td>DUPAGE CARE CENTER</td>
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</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

- Karen Graczyk: Completed 12/18/2017 11:27 AM
- Janelle Chadwick: Completed 12/19/2017 11:09 AM
- Kathy Ostrowski: Completed 12/19/2017 12:32 PM
- James McGuire: Completed 12/19/2017 12:55 PM
- Paul Rafac: Completed 12/20/2017 3:10 PM
- Kathy Ostrowski: Completed 12/29/2017 10:47 AM
- Health & Human Services: Pending 01/02/2018 10:15 AM
- Finance Committee: Pending 01/09/2018 8:00 AM
- County Board: Pending 01/09/2018 10:00 AM
**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: Medline Industries</th>
<th>Vendor #: 10299</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contract Term: 03/01/18 - 02/28/19</td>
</tr>
<tr>
<td>Contact: Vinit Patel</td>
<td>Contract Total: $186,000.00</td>
</tr>
<tr>
<td>Phone: 630-784-4273</td>
<td>Assigned Committee: Health and Human</td>
</tr>
</tbody>
</table>

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

Furnish and deliver incontinent products for the DuPage Care Center, for the period March 1, 2018 through February 28, 2019, per renewal option under Bid #15-233-GV, second optional one year renewal.

**Reason for Procurement**

To provide incontinent products for the residents for the DuPage Care Center

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1200-2075-52320
- Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOGEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid and/or PO# 15-233-GV
- SOLE SOURCE per DuPage County Purchasing Ordinance. Article 4-1023 (attach Sole Source Justification form)
- PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- 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>CDK</th>
<th>Date</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></td>
<td>Dec 5, 2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>12-19-17</td>
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</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></td>
<td>12-21-17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Attachment:** Medline Industries - Checklist Contract Renewal 15-233-GV, Incontinent Products (HHS-P-0022-18 : Medline Industries, Inc.)
### Purchase Requisition

**Procurement Services Division**

**Date:** Dec 5, 2017  
**MinuteTraq (IQM2) ID #:** 11571  
**Department Req #:** 7  
**RFP, Bid or Quote #:** 15-233

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Medline Industries</th>
<th>Dept: Convalescent Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Tom Handyside</td>
<td>Attn: Vinit Patel</td>
</tr>
<tr>
<td>Email: <a href="mailto:GovBids@medline.com">GovBids@medline.com</a></td>
<td>Email: <a href="mailto:vinit.patel@dupageco.org">vinit.patel@dupageco.org</a></td>
</tr>
<tr>
<td>Address: Three Lakes Drive</td>
<td>Address: 400 N. County Farm Road</td>
</tr>
<tr>
<td>City: Northfield</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL Zip: 60093</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 847-643-4928</td>
<td>Phone: 630-784-4273</td>
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</table>

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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Attn: Vinit Patel</td>
<td>Attn: Email</td>
</tr>
<tr>
<td>Address: Dept CH 1440</td>
<td>Address: 400 N. County Farm Road</td>
</tr>
<tr>
<td>City: Palatine</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL Zip: 60055-4400</td>
<td>State: IL Zip: 60187</td>
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<tr>
<td>Phone: 847-643-4045</td>
<td>Phone: 630-784-4273</td>
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**Send Payments To:**

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<td>Attn: Email</td>
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<tr>
<td>Address: Dept CH 1440</td>
<td>Address: 400 N. County Farm Road</td>
</tr>
<tr>
<td>City: Palatine</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL Zip: 60055-4400</td>
<td>State: IL Zip: 60187</td>
</tr>
<tr>
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<td>Phone: 630-784-4273</td>
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<th>Requisitioner</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Christine Kliebhan</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Christine Kliebhan</td>
<td>March 1, 2018</td>
<td>February 28, 2019</td>
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</tbody>
</table>

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Incontinent Products</td>
<td></td>
<td></td>
<td>1200</td>
<td>2075</td>
<td>52320</td>
<td></td>
<td>186,000.00</td>
<td>186,000</td>
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</table>

**Requisition Total:** $186,000

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

Furnish and deliver incontinent products for the DuPage Care Center, for the period March 1, 2018 through February 28, 2019, per renewal option under bid #15-233-GV, second of three optional one year renewal.

**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):

January 2, 2018 HHS  
January 9, 2018 County Board
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Medline Industries, Inc. of One Medline Place, Mundelein, IL 60060, hereinafter called the "Contractor", witnesses;

The County and the Contractor have previously entered into a Contract, pursuant to Bid 15-233-GV which became effective March 1, 2016, and which will expire February 28, 2017. The contract is subject to an option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective March 1, 2017 and expires February 28, 2018 contingent upon any applicable Parent Committee and County Board approval.

Medline Industries, Inc
Signature on File

COUNTY OF DU PAGE, ILLINOIS
Signature on File

December 5, 2017
DATE

Glenda Vasak
Buyer II

SIGNATURE
DATE

Michael O’Ryan
PRINTED NAME

Government Bid Manager
PRINTED TITLE
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: 11/14/2017

Bid/Contract/PO #: 17-004-GV

Company Name: Medline Industries, Inc
Company Contact: Michael O'Ryan
Contact Phone: 805-633-6483
Contact Email: GovBids@medline.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 or board member, county or 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, linked 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 contractor bid</th>
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<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:
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- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts at the anniversary of said contract
- With any request for a 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.

Authorized Signature

Printed Name: Michael O'Ryan
Title: Government Bld Manager
Date: November 14, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO ILLINOIS AGING SERVICES NETWORK
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES
TO NEGOTIATE MANAGED CARE CONTRACTS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT: $25,139.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Illinois Aging Services Network to provide professional services to negotiate managed care contracts, for the period January 10, 2018 through January 9, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, to provide professional services to negotiate managed care contracts, for the DuPage Care Center, for the period January 10, 2018 through January 9, 2019, be, and it is hereby approved for issuance of a contract by the Procurement Division to Illinois Aging Services Network, 17 South High Street, Suite 100, Columbus, Ohio 43215, for a contract total amount not to exceed $25,139.00.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>December 12, 2017</td>
<td>$25,139.00</td>
<td>JANUARY 10, 2018 - JANUARY 9, 2019</td>
<td>DUPAGE CARE CENTER</td>
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</table>

Decision Memo Required  Other Professional Services - Detailed Vetting Process Required

Karen Graczyk       Completed       12/13/2017 8:25 AM
Janelle Chadwick    Completed       12/13/2017 9:59 AM
Kathy Ostrowski     Completed       12/20/2017 11:38 AM
James McGuire       Completed       12/20/2017 12:15 PM
Paul Rafac          Completed       12/21/2017 12:09 PM
Tom Cuculich        Completed       12/29/2017 2:15 PM
Kathy Ostrowski     Completed       12/29/2017 11:19 AM
Health & Human Services Pending       01/02/2018 10:15 AM
Finance Committee   Pending       01/09/2018 8:00 AM
County Board        Pending       01/09/2018 10:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

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

| Vendor: Illinois Aging services Network | Vendor #: | Contract: January 10, 2018 - Total: 25,139.00 |
| Dept: DuPage Care Center | Contact: Anita Rajagopal | Term: January 9, 2019 |
| Phone: 630-764-4200 | Assigned: Health and Human |
| Committee: Services |

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

Negotiate managed care contracts for both rates and quality incentive bonuses. ILASN will notify the as to which payor contracts they agree to participate in as a provider of health care services for the period January 10, 2018 through January 9, 2019, per Other Professional Services.

**Reason for Procurement**

To obtain the best rates and quality incentive bonuses for the DuPage Care Center

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1200-2000-53808
- [ ] 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 and/or PO# Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article A-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) IT/Telecom purchases under $35,000.00
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- [ ] EXCEPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (Include Evaluation Summary if applicable)
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [x] 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)**

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**REVIEWED BY (Initials Only)**

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<table>
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<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
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<tbody>
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<td>(Decision Memos Over $25,000)</td>
<td>12-21-17</td>
<td>(Decision Memos Over $25,000)</td>
<td>12-22-0</td>
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</table>

**Signature on File**

**Packet Pg. 134**
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Illinois Aging Services Network  
  **Vendor #:**  
  **Attn:** Katie Colgan  
  **Email:** katie.colgan@shcare.net  
  **Address:** 17 South High Street, Suite 100  
  **City:** Columbus  
  **State:** OH  
  **Zip:** 43215  
  **Phone:** 614-255-0318  
  **Fax:**

**Send Invoices To:**
- **Vendor:** Illinois Aging Services Network  
  **Vendor #:**  
  **Attn:** Katie Colgan  
  **Email:** katie.colgan@shcare.net  
  **Address:** 17 South High Street, Suite 100  
  **City:** Columbus  
  **State:** OH  
  **Zip:** 43215  
  **Phone:** 614-255-0318  
  **Fax:**

**Send Payments To:**
- **Vendor:** Illinois Aging Services Network  
  **Vendor #:**  
  **Attn:** Katie Colgan  
  **Email:** katie.colgan@shcare.net  
  **Address:** 17 South High Street, Suite 100  
  **City:** Columbus  
  **State:** OH  
  **Zip:** 43215  
  **Phone:** 614-255-0318  
  **Fax:**

**Ship To:**
- **Dept:** DuPage Care Center  
  **Division:** Administration  
  **Attn:** Anita Rajagopal  
  **Email:** anita.rajagopal@dupageco.org  
  **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-784-4200  
  **Fax:**

**Payment Terms**
- **F.O.B.**  
  **PO 20 Delivery Date**  
  **Requisitioner**  
  **PER 50 ILCS 505/1**  
  **Destination**  
  **Use for**  
  **Contract Administrator**  
  **Contract Start Date**  
  **Contract End Date**  
  **Use for**  
  **PO25 only**  
  **Christine Kliebhan**  
  **January 10, 2018**  
  **January 9, 2019**  
  **PO25 only**

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
---|---|---|---|---|---|---|---|---|---|---|---|
1 | 1 | EA | negotiation of managed care contract with various payors in Illinois | 1200 | 2000 | 53808 | | | 25,139.00 | 25,135 |

**Requisition Total** $ 25,135

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

Negotiate managed care contracts for both rates and quality incentive bonuses. ILASN will notify the as to which payor contracts they agree to participate in as a provider of health care services for the period January 10, 2018 through January 9, 2019, per Other Professional Services.

**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):

January 2, 2018  HHS Committee  
January 9, 2018  County Board
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: Dec 6, 2017

MinuteTraq (IQM2) ID #: 11545

Department Requisition #: 7039

Requesting Department: DuPage Care Center
Contact Email: anita.rajagopal@dupageco.org

Vendor Name: Illinois Aging Services Network

Department Contact: Anita Rajagopal
Contact Phone: 630-784-4200

Vendor #: 

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

Approve contract with Illinois Aging Services Network to negotiate managed care contracts for both rates and quality incentive bonuses for the DuPage Care Center.

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

The payor source for over 70% of the residents at the DPCC is Medicaid. As part of the Medicaid Managed care expansion mandate Medicaid is now transitioning 100% of its clients to Managed Care Organizations. Each facility is expected to negotiate contracts individual MCOs. This has been a very challenging process as DPCC is a stand alone facility and there is not a structured contracting process established by the State. Leading Age is building a network of not for profit facilities that can reach reach out to these MCOs to negotiate contracts. As part of this network DPCC will have leverage to negotiate better rates and terms of reimbursement and will be able to negotiate multiple contracts in a timely manner thereby offering improved choice to our residents. This in turn will help improve number of admissions Long Term care thereby improving occupancy rates and reimbursement. We will also be able to accept more patients into our Post acute unit thereby improving our reimbursement and meeting our financial projections.

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.

Customer Service

We will able to offer our current residents a variety of MCOs to choose from. We will also be able to accept more residents by contracting with several MCOs thereby expanding the clientele we serve.

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

Other Professional Services

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

1) Approve contract with Illinois Aging Services Network for negotiating managed care contract for both rates and quality incentive bonuses for the DuPage Care Center for the period January 10, 2018 through January 9, 2019.
2) Do not approve contract with Illinois Aging Services Network, thereby severely limiting our ability to offer choices to residents, lowering our ability to negotiate rates, limiting patients we can accept into our Post Acute unit and participation in incentive programs.

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.

FY18  1200-2000-3808 $25,139
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: Illinois Aging Services Network
Contact Phone: 614-253-0316
Company Contact: Katie Colgan
Contact Email: katie.colgan@sheartext

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 order 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.

V 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, kind of service, 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.

V 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.

X Authorized Signature

Signature on File

X Printed Name

Katie Colgan

X Title

Network Manager

X Date

11/29/17

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars
2018-31
## PROCUREMENT REVIEW CHECKLIST

### REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
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<tbody>
<tr>
<td>December 12, 2017</td>
<td>JANUARY 8, 2018 - JANUARY 7, 2019</td>
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<td>DUPAGE CARE CENTER</td>
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</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

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<th>Solicitation Method</th>
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<td>Karen Graczyk</td>
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<td>Janelle Chadwick</td>
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<td>01/02/2018 10:15 AM</td>
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</tbody>
</table>
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: Office Depot</th>
<th>Contract Term: 01/08/18 - 01/07/19</th>
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<tbody>
<tr>
<td>Vendor #: 11109</td>
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Dept: DuPage Care Center  
Contact: Christine Klebhan  
Phone: 630-784-4208  
Assigned Committee: Health and Human Services

Description of Procurement/Scope of Work/Background:
Office supplies for the DuPage Care Center for the period January 8, 2018 through January 7, 2019, per bid #17-212-DT

Reason for Procurement:
Purchase of office supplies necessary to support the daily operations of the DuPage Care Center

FUNDING SOURCE
☒ Procurement budgeted for (FY and budget code(s)): various departments, please see requisition for breakdown
☐ Budget Transfer (Date) ___________  Add'l Information

DECISION MEMO NOT REQUIRED
☒ LOWEST RESPONSIBLE QUOTE # or BID # 17-212-DT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid and/or PO# ____________________________  Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (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:

BASIS OF DECISION MEMO (attach Decision Memo)
☐ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
☐ 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)

cdk  Date: Dec 5, 2017  Signature on File  12/6/17
Prepared By  Date  Recommended for Approval  Date  IT Approval, if required  Date

REVIEWED BY (Initials Only)

Buyer  Date: 12-21-17  Procurement Officer  Date: 12-21-17

Chief Financial Officer  Date: 12-21-17  Chairman's Office  Date

(Risk Memos Over $25,000)

Packet Pg. 141
**Purchase Requisition**  
**Procurement Services Division**

**Date:** Dec 4, 2017  
**MinuteTraq (IQM2) ID #:** 11544  
**Department Req #:** 7  
**RFP, Bid or Quote #:** 17-217

---

### Send Purchase Order To:
- **Vendor:** Office Depot  
  **Vendor #::** 11109  
- **Attn:** Kristen Kee  
  **Email:** kristin.kee@officedepot.com

### Send Invoices To:
- **Vendor:** Office Depot  
  **Vendor #::** 11109  
- **Attn:**  
  **Email:**

### Send Payments To:
- **Vendor:** Office Depot  
  **Vendor #::** 11109  
- **Attn:** Kristen Kee  
  **Email:** kristin.kee@officedepot.com

### Send Ship To:
- **Vendor:** Office Depot  
  **Vendor #::** 11109  
- **Attn:** Kristen Kee  
  **Email:** kristin.kee@officedepot.com

### Payment Terms
- **F.O.B.**
- **PO 20 Delivery Date:**  
- **Requisitioner:** Christine Kliebhan

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct | Sub-Accts and/or Activity # | Unit Price | Extension |
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**Requisition Total:** $15,810.00

---

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

Purchase of office supplies for the DuPage Care Center for the period January 8, 2018 through January 7, 2019, per low bid #17-212-DT.

**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):

January 2, 2018  HHS
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: 10/20/2017

Company Name: Office Depot, Inc.
Contact Phone: 630-386-6023

Company Contact: Susan Witherspoon
Contact Email: susan.witherspoon@officedepot.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.

<table>
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<tr>
<th>X</th>
<th>NONE (check here) - If no contributions have been made</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>x</td>
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<tr>
<td></td>
<td></td>
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</tbody>
</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.

<table>
<thead>
<tr>
<th>X</th>
<th>NONE (check here) - If no contacts have been made</th>
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<tbody>
<tr>
<td></td>
<td>Recipient</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
</tr>
</tbody>
</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.

Authorized Signature
Signature on File

Printed Name
Susan Cummings

Title
Vice President, BSD

Date
10/19/17

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars

2018-32
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td>December 14, 2017</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>12/15/2017 8:43 AM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>12/15/2017 9:57 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/19/2017 12:57 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>12/20/2017 10:56 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>12/20/2017 2:41 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>12/29/2017 9:26 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>01/02/2018 10:15 AM</td>
</tr>
</tbody>
</table>
### 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: Fitzsimmons Surgical Supply</th>
<th>Vendor #: 13389</th>
<th>Contract Term: 01/26/2018 - 01/25/19</th>
<th>Contract Total: $5,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Clementine Nelson</td>
<td>Phone: 630-784-4251</td>
<td>Assigned: Health and Human Committee: services</td>
</tr>
</tbody>
</table>

#### Description of Procurement/Scope of Work/Background
Medical rental of percussion vests and negative and would therapy system (category 3 & 7) for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, per renewal option under bid #17-004-gv, first of three one year optional one year renewals.

#### Reason for Procurement
This rental equipment are devices that are prescribed treatments for residents to maintain a good quality of care.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1200-2050-53410
- 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 and/or PO of 17-004-GV Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILC S/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILC S/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### BASIS OF DECISION MEMO (attach Decision Memo)
- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILC S10/2 (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)
- cdk Dec 5, 2017
- Prepared By: Date: Recommended for Approval: Date: IT Approval, if required: Date

### REVIEWED BY (Initials Only)
- Buyer: Date: 12/19/17
- Procurement Officer: Date: 12/19/17
- Chief Financial Officer: Date: 12/20/17
- Chairman's Office: Date: Chairman's Office (Decision Memos Over $25,000) Date:

---

Attachment: Fitzsimmons Hospital Services - Checklist FY18 Renewal 17-004-GV (2018-32 : Fitzsimmons Hospital Services)
# Purchase Requisition

**Procurement Services Division**

**Date:** December 5, 2017

**MinuteTraq (IQM2) ID #:** 11555

**Department Req #:** 7

**RFP, Bid or Quote #:** 17-004-GV

---

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Fitzsimmons Hospital Services</th>
<th>Vendor #: 13389</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Shawn Mertes</td>
<td>Email: <a href="mailto:smertes@fitzrents.com">smertes@fitzrents.com</a></td>
</tr>
<tr>
<td>Address: 4220 W. 166th Street</td>
<td>Phone: 800-648-1015</td>
</tr>
<tr>
<td>City: Oak Forest</td>
<td>Fax: 708-535-0747</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60452</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center</th>
<th>Division: Nursing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Connie Revita</td>
<td>Email: <a href="mailto:connie.revita@dupageco.org">connie.revita@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road</td>
<td>Phone: 630-784-4254</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>Fax:</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60187</td>
</tr>
</tbody>
</table>

---

## Send Invoices To:

<table>
<thead>
<tr>
<th>Vendor: Fitzsimmons Hospital Services</th>
<th>Vendor #: 13389</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Michelle Griffen</td>
<td>Email: <a href="mailto:mgriff@fitzrents.com">mgriff@fitzrents.com</a></td>
</tr>
<tr>
<td>Address: PO Box 497</td>
<td>Phone: 800-648-1015</td>
</tr>
<tr>
<td>City: Oak Forest</td>
<td>Fax: 708-535-0747</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60452</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center</th>
<th>Division: Nursing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Clementine Nelson</td>
<td>Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road</td>
<td>Phone: 630-784-4251</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>Fax:</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60187</td>
</tr>
</tbody>
</table>

---

## Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Fitzsimmons Hospital Services</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Attn: Michelle Griffen</td>
<td>Email: <a href="mailto:mgriff@fitzrents.com">mgriff@fitzrents.com</a></td>
</tr>
<tr>
<td>Address: PO Box 497</td>
<td>Phone: 800-648-1015</td>
</tr>
<tr>
<td>City: Oak Forest</td>
<td>Fax: 708-535-0747</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60452</td>
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</tbody>
</table>

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Attn: Clementine Nelson</td>
<td>Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
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<td>Phone: 630-784-4251</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>Fax:</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60187</td>
</tr>
</tbody>
</table>

---

### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td></td>
<td>Christine Klieber</td>
</tr>
</tbody>
</table>

---

### Special Instructions/Comments to Buyer or Approver

These comments will NOT appear on the Purchase Order:

January 2, 2018   HHS
January 9, 2018   County Board

---

### LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<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>Percussion vest and wound care (category 3 &amp; 7)</td>
<td></td>
<td>2018</td>
<td>1200</td>
<td>2050</td>
<td>53410</td>
<td></td>
<td>5,000.00</td>
<td>5,000</td>
</tr>
</tbody>
</table>

---

### Header Comments

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

Medical rental of percussion vests and negative pressure wound therapy system (category 3 & 7) for the DuPage Care Center, for the period January 2, 2018 through January 25, 2019, per renewal option under bid #17-004-GV, first of three one year optional one year renewals.

---

### User Department Internal Notes

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

January 2, 2018   HHS
January 9, 2018   County Board
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Fitzsimmons Hospital Services</th>
<th>Company Contact: Shawn Merkes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 303-618-1015</td>
<td>Contact Email: <a href="mailto:smerkess@fitzhs.org">smerkess@fitzhs.org</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 order to one (1) or more individual contracts with the county resulting in an aggregate amount of 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 contract is 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, inside 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’s 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 disclosures are 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
- 60 days prior to the option of 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/County/Social/Policies/

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

**Signature on File**

- Name: [Signature]
- Title: Director of Sales
- Date: 11/15/17

Attach additional sheets if necessary. Sign each sheet and number each page.

Page 1 of 1 (total number of pages)

Form Optimized for Acrobat and Adobe Reader Version 9 or Later

Packet Pg. 148
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the “County” and Fitzsimmons Hospital Services, of 4220 W 166th St, Oak Forest, IL 60452, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bld 17-004-GV which became effective January 26, 2017, and which will expire January 25, 2018. The contract is subject to a first option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective January 26, 2018 and expires January 25, 2019 contingent upon any applicable Parent Committee and County Board approval.

Fitzsimmons Hospital Services

Signature on File
1/12/17

Glenda Vasak
Buyer II

COUNTY OF DU PAGE, ILLINOIS

Signature on File

Glenda Vasak
Buyer II
Requisition under 25k dollars

2018-33
## PROCUREMENT REVIEW CHECKLIST

### REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 14, 2017</td>
<td>JANUARY 26, 2018 - JANUARY 25, 2019</td>
<td>$5,000.00</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>12/15/2017 8:47 AM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>12/15/2017 9:58 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
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<td>Completed</td>
<td>12/19/2017 12:55 PM</td>
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<td>Paul Rafac</td>
<td>Completed</td>
<td>12/20/2017 2:43 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
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</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>01/02/2018 10:15 AM</td>
</tr>
</tbody>
</table>
**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: Integra Healthcare Equipment</th>
<th>Vendor #: 12666</th>
<th>Contract Term: 01/26/2018 - 01/25/19</th>
<th>Contract Total: $5,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Clementine Nelson</td>
<td>Phone: 630-784-4251</td>
<td>Assigned Committee: Health and Human Services</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**
Medical rental of range of motion and anti-embolism devices (category 4) for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, per renewal option under bid #17-004-gv, first of three one year optional one year renewals.

**Reason for Procurement:**
This rental equipment are devices that are prescribed treatments for residents to maintain a good quality of care.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1200-2050-53410
- [ ] Budget Transfer (Date) ____________________________ Add’l Information

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # ________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [x] RENEWAL, Enter Bid and/or PO # 17-004-GV
- [ ] 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
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILLED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________________ (Include Evaluation Summary if applicable)
- [ ] 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>Prepared By: cdk</th>
<th>Date: Dec 5, 2017</th>
<th>Recommended for Approval Date:</th>
<th>IT Approval, if required Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature on File</td>
<td>12/16/17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer:</th>
<th>Date: 12/19/17</th>
<th>Procurement Officer: Date: 12-19-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date: 12-20-17</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Integra Healthcare Equipment</th>
<th>Vendor #: 12666</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Brian Savage</td>
<td>Email: <a href="mailto:bsavage@integraequipment.com">bsavage@integraequipment.com</a></td>
</tr>
<tr>
<td>Address: 747 Church Road, Suite G7</td>
<td>City: Elmhurst</td>
</tr>
<tr>
<td>Phone: 630-516-6380</td>
<td>Fax: 630-607-6380</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor: Integra Healthcare Equipment</th>
<th>Vendor #: 12666</th>
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</thead>
<tbody>
<tr>
<td>Attn: Connie Revita</td>
<td>Email: <a href="mailto:connie.revita@dupageco.org">connie.revita@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>Phone: 630-784-4254</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: Integra Healthcare Equipment</th>
<th>Vendor #: 12666</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Hillel efron</td>
<td>Email: <a href="mailto:hefron@integraequipment.com">hefron@integraequipment.com</a></td>
</tr>
<tr>
<td>Address: 747 Church Road, Suite G7</td>
<td>City: Elmhurst</td>
</tr>
<tr>
<td>Phone: 630-576-8392</td>
<td>Fax: 630-333-4957</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center</th>
<th>Division: Nursing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Clementine Nelson</td>
<td>Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>Phone: 630-784-4251</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

---

**Payment Terms**

<table>
<thead>
<tr>
<th>Payable To:</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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</thead>
<tbody>
<tr>
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<td>Destination</td>
<td></td>
<td>Christine Kliebhan</td>
</tr>
<tr>
<td>PER 50 ILCS 505/1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use for:</td>
<td>Contract Administrator</td>
<td>Contract Start Date</td>
<td>Contract End Date</td>
</tr>
<tr>
<td>PO25 only</td>
<td></td>
<td>January 26, 2018</td>
<td>January 25, 2019</td>
</tr>
</tbody>
</table>

---

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extensor** |
<table>
<thead>
<tr>
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<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Range of motion and anti-embolism devices (category 4)</td>
<td>1200</td>
<td>2050</td>
<td>53410</td>
<td></td>
<td></td>
<td>5,000.00</td>
<td>5,000</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $5,000

---

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

Medical rental of range of motion and anti-embolism devices (category 4) for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, per renewal option under bid #17-004-GV, first of three one year optional one year renewals.

**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):

January 2, 2018    HHS | January 9, 2018    County Board

---

**Date:** Dec 5, 2017

**MinuteTraq (IQM2) ID #:** 11556

**Department Req #:** 7

**RFP, Bid or Quote #:** 17-004-GV

---

**Packet Pg. 153**
8.B.3.c

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: Integra Healthcare Equipment  
Company Contact: Jovany Murcia  
Contact Phone: 816-421-2038  
Contact Email: jmurcia@integraequipment.com

Date: 11/15/17
Bid Cont# : 17-004-5V

The DuPage County Procurement Ordinance requires the following written disclosure prior to awards:

1. Every contractor, vendor, or firm that is seeking or has previously obtained a contract, change order to one (1) or more contracts, or two (2) or more individual contracts with the County resulting in an aggregate amount of $10,000 or in excess of $25,000, shall provide to Procurement Services within 30 calendar days from the date of contract execution a written disclosure of all political campaign contributions made by such contractor, vendor, or firm 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, vendor, or firm 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, council, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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 officials or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

A contractor or vendor that knowingly violating these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disqualification 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 effective renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- Within 15 days 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 https://www.dupagecounty.org/Procurement

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

Authorized Signature  
Signature on File

Printed Name  
Jovany Murcia

Title  
Account Manager

Date  
11/15/17

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the “County” and Integra Healthcare Equipment, of 747 N Church Rd, Elmhurst, IL 60126, hereinafter called the “Contractor”, witnesseth:

The County and the Contractor have previously entered into a Contract, pursuant to Bid 17-004-GV which became effective January 26, 2017, and which will expire January 25, 2018. The contract is subject to a first option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective January 26, 2018 and expires January 25, 2019 contingent upon any applicable Parent Committee and County Board approval.

Integra Healthcare Equipment
Signature on File
1/17/17

COUNTY OF DU PAGE, ILLINOIS
Signature on File
1/17/17

Glenda Vasak
Buyer II
Requisition under 25k dollars

2018-34
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 14, 2017</td>
<td>$5,000.00</td>
<td>JANUARY 26, 2018 - JANUARY 25, 2019</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- **Karen Graczyk**: Completed 12/15/2017 8:49 AM
- **Janelle Chadwick**: Completed 12/15/2017 9:58 AM
- **Kathy Ostrowski**: Completed 12/19/2017 12:06 PM
- **James McGuire**: Completed 12/19/2017 12:14 PM
- **Paul Rafac**: Completed 12/20/2017 2:44 PM
- **Kathy Ostrowski**: Completed 12/29/2017 9:32 AM
- **Health & Human Services**: Pending 01/02/2018 10:15 AM
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: Pulmonary Exchange LTD</th>
<th>Vendor #: 11800</th>
<th>Contract Term: 01/26/2018 - 01/25/19</th>
<th>Contract Total: $5,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Clementine Nelson</td>
<td>Phone: 630-784-4251</td>
<td>Assigned Committee: Health and Human services</td>
</tr>
</tbody>
</table>

Description of Procurement/Scope of Work/Background:
Medical rental of respiratory devices, concha heated humidity system and ez air compressor (category 5) for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, per renewal option under bid #17-004-gv, first of three one year optional one year renewals.

Reason for Procurement:
this rental equipment are devices that are prescribed treatments for residents to maintain a good quality of care.

FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1200-2050-53410
- 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 and/or PO # 17-004-GV
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(3) (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:

BASIS OF DECISION Memo (attach Decision Memo)
- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________ (Include Evaluation Summary if applicable)
- 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)

cdk Dec 5, 2017
Prepared By: Date: Recommended for Approval Date: IT Approval, if required Date:

REVIEWED BY (Initials Only)

Buyer 12/19/17 Procurement Officer 12/19-17

Chief Financial Officer 1/20-17
(Decision Memos Over $25,000) Date: Chairman's Office (Decision Memos Over $25,000) Date:
**Purchase Requisition**

**Procurement Services Division**

---

### Send Purchase Order To:

- **Vendor:** Pulmonary Exchange LTD  
  **Vendor #:** 11800  
  **Attn:** Ray Kalinsky  
  **Email:** rayjr@pelvip.com  
  **Address:** 9840 Southwest Highway  
  **City:** Oaklawn  
  **State:** IL  
  **Zip:** 60453  
  **Phone:** 708-423-8888  
  **Fax:** 708-423-9133

- **Dept:** DuPage Care Center  
  **Division:** Nursing

### Send Invoices To:

- **Dept:** DuPage Care Center  
  **Division:** Nursing

### Send Payments To:

- **Vendor:** Pulmonary Exchange  
  **Vendor #:** 11800  
  **Attn:** Rose J.  
  **Email:** rose.jay@pelvip.com  
  **Address:** 9840 Southwest Highway  
  **City:** Oaklawn  
  **State:** IL  
  **Zip:** 60453  
  **Phone:** 708-423-8888  
  **Fax:** 708-423-9133

- **Dept:** DuPage Care Center  
  **Division:** Nursing

---

### Payment Terms

- **F.O.B.:**  
  - **PO 20 Delivery Date:**
    - **Requisitioner:** Christine Kliebhan

- **Destination:**
  - **Use for:** Contract Administrator
  - **Contract Start Date:** January 26, 2018  
  - **Contract End Date:** January 25, 2019

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Respiratory devices - concha heated humidity system and ez air compressor (category 5)</td>
<td>1200</td>
<td>2050</td>
<td>53410</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

---

**Requisition Total:** $5,000.00

---

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

Medical rental of respiratory devices, concha heated humidity system and ez air compressor (category 5) for the DuPage Care Center, for the period January 26, 2018 through January 25, 2019, per renewal option under bid #17-004-GV, first of three one year optional one year renewals.

**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):

January 2, 2018    HHS  
January 9, 2018    County Board
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: Pulmonary Exchange, LTD
Contact Phone: 708-429-9800
Company Contact: Ray Kavinsky
Contact Email: rayk@pulmonary-exchange.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 order 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 $20,000, 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.

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.

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

Printed Name: Ray Kavinsky
Title: COB
Date: 11-14-2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___ of ___ (total number of pages)
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Pulmonary Exchange, D/B/A Pel/Vip Medical Staffing, of 9840 Southwest Hwy, Oak Lawn, IL 60453, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid 17-004-GV which became effective January 26, 2017, and which will expire January 25, 2018. The contract is subject to a first option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective January 26, 2018 and expires January 25, 2019 contingent upon any applicable Parent Committee and County Board approval.

Pulmonary Exchange
D/B/A Pel/Vip Medical Staffing

COUNTY OF DU PAGE, ILLINOIS

Glenda Vasak
Buyer II
Requisition under 25k dollars

2018-37
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

**NEW PURCHASE ORDER REQUEST**

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 18, 2017</td>
<td>$7,845.00</td>
<td>JANUARY 7, 2018 - JANUARY 6, 2019</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Karen Graczyk: Completed 12/19/2017 12:22 PM
- Janelle Chadwick: Completed 12/19/2017 3:16 PM
- Kathy Ostrowski: Completed 12/20/2017 12:54 PM
- James McGuire: Completed 12/20/2017 1:53 PM
- Paul Rafac: Completed 12/21/2017 2:16 PM
- Kathy Ostrowski: Completed 12/29/2017 11:56 AM
- Health & Human Services: Pending 01/02/2018 10:15 AM

Requisition under 25k dollars

2018-37
### 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:</th>
<th>Professional Medical &amp; Surgical Supply, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td></td>
</tr>
<tr>
<td>Dept:</td>
<td>DuPage Care Center</td>
</tr>
<tr>
<td>Contact:</td>
<td>Mario Plata</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-784-4416</td>
</tr>
<tr>
<td>Assigned Committee:</td>
<td>Health and Human Services</td>
</tr>
<tr>
<td>Description of Procurement/Scope of Work/Background:</td>
<td>Purchase and distribution of liquid protein supplement: approved equal - Pro Heal Critical Care sugar free awc and sugar free, for the period January 7, 2018 through January 8, 2019, per lowest responsible bid #17-235-GV.</td>
</tr>
<tr>
<td>Reason for Procurement:</td>
<td>DuPage Care Center is regulated by the IL Department of Public Health, which mandates and monitors our ongoing compliance with applicable state and federal regulations that govern our practices, policies and procedures. Adherence to physician prescribed orders for protein supplementation is necessary to avoid fines and penalties and ensure to bill for an be reimbursed for care provided to our residents/patients.</td>
</tr>
</tbody>
</table>

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1200-2025-52210
- [ ] Budget Transfer (Date) [ ] Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # 17-235-GV (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid and/or PO# [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (Include Evaluation Summary if applicable)
- [ ] 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>Preparer</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>cdk</td>
<td>Dec 15, 2017</td>
<td>x initials</td>
<td>12/15/17</td>
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<td></td>
</tr>
</tbody>
</table>

**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>[DV]</td>
<td>12/30/17</td>
<td>[DM]</td>
<td>12-31-17</td>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>[ ] 12-21-17</td>
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</tbody>
</table>

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

Packet Pg. 164
# Purchase Requisition

**Procurement Services Division**

**Date:** Feb 15, 2017

**MinuteTraq (IQM2) ID #:** 11574

**Department Req #:** 1

**RFP, Bid or Quote #:** 17-235

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Professional Medical &amp; Surgical Supply, Inc.</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Alan Ferry Email: <a href="mailto:alanf@promedsupply.com">alanf@promedsupply.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 1917 Garnet Court</td>
<td></td>
</tr>
<tr>
<td>City: New Lenox State: IL Zip: 60451</td>
<td></td>
</tr>
<tr>
<td>Phone: 800-648-5190 Fax: 866-726-7416</td>
<td></td>
</tr>
</tbody>
</table>

## Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center Division: Dining Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mario Plata Email: <a href="mailto:mario.plata@dupageco.org">mario.plata@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road Room:</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-784-4416 Fax:</td>
<td></td>
</tr>
</tbody>
</table>

## Send Payments To:

<table>
<thead>
<tr>
<th>Dept: Professional Medical &amp; Surgical Supply, Inc.</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Alan Ferry Email: <a href="mailto:alanf@promedsupply.com">alanf@promedsupply.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 1917 Garnet Court</td>
<td></td>
</tr>
<tr>
<td>City: New Lenox State: IL Zip: 60451</td>
<td></td>
</tr>
<tr>
<td>Phone: 800-648-5190 Fax: 866-726-7416</td>
<td></td>
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</tbody>
</table>

## Ship To:

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center Division: Dining Services</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Attn: Mario Plata Email: <a href="mailto:mario.plata@dupageco.org">mario.plata@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road Room:</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-784-4416 Fax:</td>
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</tbody>
</table>

## Payment Terms

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Christine Kliebhan</td>
<td>January 7, 2018</td>
<td>January 6, 2019</td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensor</th>
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<tr>
<td>1</td>
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<td>EA</td>
<td>Liquid Protein Supplements (approved equal)</td>
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<td>1200</td>
<td>2025</td>
<td>52210</td>
<td></td>
<td></td>
<td>7,845.00</td>
<td></td>
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</tbody>
</table>

**Requisition Total:** $7,845.00

## Header Comments

Liquid protein supplements (approved equal, option B and Option D) for the DuPage Care Center, for the period January 7, 2018 through January 6, 2019, for a contract total not to exceed $7,845.00, per lowest responsible bid #17-235-GV.

## 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):

January 2, 2018  HHS Committee
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: 

Company Name: Professional Medical Supply
Contact Phone: 800-446-5910
Contact Email: alanjr@promedsupply.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 of 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.

\[ \text{X \ NONE (check here) - If no contributions have been made} \]

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ \text{X} ]</td>
<td>[ \text{X} ]</td>
</tr>
</tbody>
</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.

\[ \text{X \ NONE (check here) - If no contacts have been made} \]

<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>
<tbody>
<tr>
<td>[ \text{X} ]</td>
<td>[ \text{X} ]</td>
<td>[ \text{X} ]</td>
</tr>
</tbody>
</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

Printed Name: Alan Ferry Jr.
Title: CEO
Date: 1/24/17

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 4 (total number of pages)
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

DUPAGE CARE CENTER
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
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<tbody>
<tr>
<td>2045</td>
<td>53200</td>
<td></td>
<td>NATURAL GAS</td>
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<td>30,863.17</td>
<td>30,863.17</td>
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</table>
Total             |         |             |              | $31,704.00 |                  |                |         |

To: 1200

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<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
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<th>Balance</th>
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<tr>
<td>2045</td>
<td>53220</td>
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<td>WATER &amp; SEWER</td>
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<td>30,863.17</td>
<td>30,863.17</td>
<td>12/8/17</td>
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</tbody>
</table>
Total             |         |             |              | $31,704.00 |                  |                |         |

Reason for Request:
To allow monies to be transferred to cover final water and sewer services for FY17

Department Head ______________________ Date 12-5-17

Activity (optional) ______________________

Chief Financial Officer ______________________ Date 12-12-17

***Please sign in blue ink on the original form***

Finance Department Use Only
Fiscal Year 2017 Budget Journal # __________ Acctg Period _________
Entered By/Date _____________ Released By/Date _____________ Posted By/Date _____________

Signature on file
Signature on file

Packet Pg. 167
### BUDGET ADJUSTMENT

**Effective September 21, 2016**

**DUPAGE CARE CENTER**

**Company/Accounting Unit Name**

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>2040</td>
<td>52000</td>
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<td>FURN/MACH/EQUIP SMALL VALUE</td>
<td>$9,010.00</td>
<td>$4,506.03</td>
<td>$4,076.03</td>
<td>12/31/17</td>
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<tr>
<td>2040</td>
<td>52270</td>
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<td>MAINTENANCE SUPPLIES</td>
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<td>$3,849.24</td>
<td>12/31/17</td>
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</table>

**Total** $9,022.00

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<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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<tbody>
<tr>
<td>2040</td>
<td>53010</td>
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<td>ENGINEERING/ARCHITECTURAL SVC</td>
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<td>2040</td>
<td>53370</td>
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<td>REPAIR &amp; MTC OTHER EQUIPMENT</td>
<td>$4,822.00</td>
<td>$4,506.03</td>
<td>$4,849.24</td>
<td>12/31/17</td>
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</table>

**Total** $9,022.00

**Reason for Request:**

To allow money to be transferred to cover for final FY17 purchases.

---

**Signature on file**

**Date:** 12-20-17

**Activity** (optional)

---

**Finance Department Use Only**

**Fiscal Year** 2017 **Budget Journal #** 9,022 - R **Acctg Period**

**Entered By/Date** ________________ **Released By/Date** ________________ **Posted By/Date** ________________
# BUDGET ADJUSTMENT

**Effective September 21, 2016**

**DuPage County, Illinois**

**From:** 1200

**To:** 1200

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
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<tr>
<td>2000</td>
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<td>OTHER PROFESSIONAL SERVICES</td>
<td>$20,996.00</td>
<td>$12,226.00</td>
<td>$30,230.00</td>
<td>12/21/17</td>
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</table>

**Total** $20,996.00

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<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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<td>SOFTWARE MAINT AGREEMENTS</td>
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<td>$0.59</td>
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</tr>
</tbody>
</table>

**Total** $20,996.00

**Reason for Request:**

To allow money to be transferred to cover for annual maintenance for CareVoyant

**Signature on file**

**Department Head**

**Activity**

**Chief Financial Officer**

**Finance Department Use Only**

**Fiscal Year:** 2017  
**Budget Journal #:** ________  
**Acctg Period:** ________

**Entered By/Date:** __________  
**Released By/Date:** __________  
**Posted By/Date:** __________
# Bugd Adjustment

**DuPage County, Illinois**  
**Budget Adjustment**  
**Effective September 21, 2016**

**From:** 1200  
DUPAGE CARE CENTER  
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Finance Dept Use Only Available Balance</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>53810</td>
<td></td>
<td>INSTRUCTION &amp; SCHOOLING</td>
<td>$ 80.00</td>
<td>$79260.01</td>
<td>$79340.01</td>
<td>12/21/17</td>
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<tr>
<td>2000</td>
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<td>CONTINGENCIES</td>
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<td>12/21/17</td>
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**Total**  
$ 29,493.00

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<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Finance Dept Use Only Available Balance</th>
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<tbody>
<tr>
<td>2025</td>
<td>53810</td>
<td></td>
<td>INSTRUCTION &amp; SCHOOLING</td>
<td>$ 80.00</td>
<td>$79260.01</td>
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<td>12/21/17</td>
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<tr>
<td>2025</td>
<td>52200</td>
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<td>OPERATING SUPPLIES &amp; MATERIALS</td>
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<td>$2510.00</td>
<td>$1,000.00</td>
<td>12/21/17</td>
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<tr>
<td>2025</td>
<td>52280</td>
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<td>CLEANING SUPPLIES</td>
<td>$ 883.00</td>
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<td>$500.00</td>
<td>12/21/17</td>
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<td>FOOD &amp; BEVERAGES</td>
<td>$26,009.00</td>
<td>$26426.00</td>
<td>$1367.00</td>
<td>12/21/17</td>
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**Total**  
$ 29,493.00

---

**Reason for Request:**  
To allow monies to be transferred to cover for final FY17 purchases

**Signature on file**  
[Signature]

**Date**  
12-19-17

---

**Finance Department Use Only**

**Fiscal Year** 2017  
**Budget Journal #**  
**Acctg Period**

Entered By/Date:  
Released By/Date:  
Posted By/Date:  

---

**HHS 1/2**  
**FC**  
**CE**  
Packet Pg. 170
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2018

From: 1200
Company #

To: 1200
Company #

<table>
<thead>
<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>2000</td>
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<td>CONTINGENCIES</td>
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Total $62,704.00

Reason for Request:

To allow monies to be transferred to cover for final FY17 purchases

**Please sign in blue ink on the original form**

Finance Department Use Only

Fiscal Year 2017 Budget Journal # Acctg Period

Entered By/Date Released By/Date Posted By/Date
# DuPage County, Illinois

## BUDGET ADJUSTMENT

**Effective September 21, 2016**

**DUPAGE CARE CENTER**

### Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
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<td>OPERATING SUPPLIES &amp; MATERIALS</td>
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<td>2090</td>
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<td>DRUGS &amp; VACCINE SUPPLIES</td>
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<td>12/21/17</td>
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**Total** $264,251.00

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<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Prior to Transfer</th>
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<td>OTHER PROFESSIONAL SERVICES</td>
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</table>

**Total** $264,251.00

### Reason for Request:

To allow monies to be transferred to cover for final FY17 purchases

---

**Signature on file**

**Date:** 12-19-17

**Signature on file**

**Date:** 12-21-17

---

**Finance Department Use Only**

**Fiscal Year:** 2017  
**Budget Journal #:**  
**Acctg Period:**  

Entered By/Date  
Released By/Date  
Posted By/Date  

---

**HHS 1/2**  
**FC 8/19**
Request Date: 12/5/2017

Purpose of Trip: (explain fully the necessity of making the trip)
To attend training and legislative and committee meetings of the National Association for County Community and Economic Development and the National Association of Counties

Destination: Washington, DC

Date of Departure: 2/28/2017
Date of Return Arrival: 3/4/2017
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$75.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$350.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>$100.00</td>
</tr>
<tr>
<td>Meals (Per Diems)</td>
<td>$310.50</td>
</tr>
<tr>
<td>Total</td>
<td>$1,835.50</td>
</tr>
</tbody>
</table>

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

_____________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
### Other Action Item

17-18-95

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>Account Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/17/2017</td>
<td>5000-1440</td>
</tr>
</tbody>
</table>

**Purpose of Trip:** (explain fully the necessity of making the trip)

To attend the NACCED Spring Legislative Meeting on key topics facing the CDBG, HOME, ESG, and CDBG-DR grants. Topics to be discussed include urban development, various technical and educational training, followed by attendance in the NACo Steering Committee Meetings.

**Destination:** Washington D.C.

**Date of Departure:** 2/28/2018  
**Date of Return Arrival:** 3/3/2018  

(Please include a detailed explanation if different from official business dates)

---

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$75.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$500.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$700.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals (Per Diems)</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,475.00</strong></td>
</tr>
</tbody>
</table>

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: ____________________  
PAUL HINDS, COUNTY CLERK
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Hometown Suburban Vending  
**Vendor #:**  
**Dept:** DuPage Care Center  
**Contact:** Mark Delorio  
**Phone:** 630-784-4272

---

**Contract Term:** 03/01/18 - 02/28/19  
**Contract Total:**  
**Assigned Committee:** Health and Human Services

---

**Description of Procurement/Scope of Work/Background:**  
Manager of beverage and snack vending machines at various locations on DuPage County Campus

---

**Reason for Procurement:**  
Hometown suburban vending pays DuPage Care Center 13% profit sharing

---

**FUNDING SOURCE**

☐ Procurement budgeted for (FY and budget code(s)):

☐ 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 and/or PO# ____________________________  
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

☐ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

---

**BASIS OF DECISION MEMO (attach Decision Memo)**

☐ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________  
(include Evaluation Summary if applicable)

☐ 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>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>cdk</td>
<td>Dec 6, 2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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></td>
<td></td>
<td></td>
<td></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>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

---

**Attachment:** Hometown Suburban Vending FY18 checklist (17-18-96 : Hometown Suburban Vending)
## Purchase Requisition

**Procurement Services Division**

**Date:** Dec 5, 2017

**MinuteTraq (IQM2) ID #:** 11598

**Department Req #:** 7

**RFP, Bid or Quote #:** 15-234-BF

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Hometown Suburban Vending</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Colin Walsh</td>
<td>Email: <a href="mailto:colin@hometownsuburbanvending.com">colin@hometownsuburbanvending.com</a></td>
</tr>
<tr>
<td>Address: 12358 south Latrobe</td>
<td>City: Alsip</td>
</tr>
<tr>
<td>State: IL Zip: 60803</td>
<td>Phone: 708-774-9716 Fax: 708-346-9560</td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center</th>
<th>Division: Dining Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mark DeIorio</td>
<td>Email: <a href="mailto:mark.deiorio@dupageco.org">mark.deiorio@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road Room: 400 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
<td>Phone: 630-784-4272 Fax:</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center</th>
<th>Division: Dining Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Colin Walsh</td>
<td>Email: <a href="mailto:colin@hometownsuburbanvending.com">colin@hometownsuburbanvending.com</a></td>
</tr>
<tr>
<td>Address: 12358 south Latrobe</td>
<td></td>
</tr>
<tr>
<td>City: Alsip State: IL Zip: 60803</td>
<td>Phone: 708-774-9716 Fax: 708-346-9560</td>
</tr>
</tbody>
</table>

### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Destination</td>
<td>Christine Kliebhan</td>
<td></td>
</tr>
</tbody>
</table>

### Use for PO25 only

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Kliebhan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension

| 1 | 1 | EA | Manager of beverage and snack vending machines at various locations on the DuPage County Campus |   |   |   |   |   |

### Requisition Total

| $0.00 |

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

Hometown Suburban Vending manages beverage and snack vending machines at various locations on the DuPage County Campus for the period March 1, 2018 through February 28, 2019, per renewal option under bid 15-234-BF, first of two one year optional one year renewal.

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

Hometown Suburban Vending pays DuPage Care Center 13% profit sharing

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

Informational for January 2, 2018 HHS Committee
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Hometown Suburban Vending</th>
<th>Company Contact: Colin Walsh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 708-74-9716</td>
<td>Contact Email: <a href="mailto:colin@hometownsuburbanvending.com">colin@hometownsuburbanvending.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: If information changes, within five (5) days of change, or prior to county action, whichever is sooner, shall be renewed 30 days prior to the optional renewal of any contract, 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.

Authorized Signature

---

Printed Name: Colin Walsh
Title: Marketing Manager
Date: Nov 22, 2017

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