1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
4. CHAIRMAN'S REPORT - CHAIR HART
5. APPROVAL OF MINUTES
   Health & Human Services - Regular Meeting - Tuesday June 19th, 2018
6. COMMUNITY SERVICES - MARY KEATING
   A. CS Requests That Also Require Finance And/Or County Board Approval

   FI-R-0241-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Department of Human Services Emergency Solutions Grant PY19 Inter-Governmental Agreement No. FCSXH03761, Company 5000 - Accounting Unit 1695 - $37,104

   B. CS Requests for Parent Committee Final Approval

   2018-162 Recommendation for the approval of a contact purchase order to enter into an Independent Contractor Agreement with Imani Simmons to provide case management assistance to the Adult Protective Services unit of Senior Services. This contract covers the period of April 9, 2018 through September 30, 2018, for a contract total amount not to exceed $10,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Senior Services Grant Funded.

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING
A. CDC Requests That Also Require Finance And/Or County Board Approval

1. HHS-R-0242-18 RESOLUTION -- Recommendation for Approval of the Transfer and Reclassification of Eight Liens From Franciscan Ministries to Mercy Housing, for $175,693 in Rental Rehabilitation Program (RRP) for Eight Properties and Sixty-five Units.

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

1. 2018-163 Recommendation to approve the renewal of the ZoomGrants Agreement for the web-based grant application service, from July 1, 2018 through June 30 2019 for Community Development, for a contract total not to exceed $10,500.00. 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).

8. DUPAGE CARE CENTER - JANELLE CHADWICK

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

HHS-P-0197-18 Recommendations for the approval of a contract purchase order to Joerns LLC, for fluid immersion simulation system (approved equal) for the DuPage Care Center, for the period of August 9, 2018 through August 8, 2019, for a total contract amount of $26,400.00, per low bid #17-110-GV, first of three one-year optional renewals.

B. DuPage Care Center Requests for Parent Committee Final Approval

1. 2018-164 Recommendations for the approval of a contract purchase order to Direct Supply, for wheelchairs and cushions for the Physical Therapy Department at the DuPage Care Center, for the period July 11, 2018 through November 30, 2018, for a contract total not to exceed $5,684.00, per sole quote #18-18-152-GV.

2. 2018-165 Recommendation for the approval of a contract purchase order to Office Depot, for one Clarke 28" Focus II Boost Micro Rider Auto Scrubber, for the DuPage Care Center, for the period July 11, 2018 through November 30, 2018, for a total amount not to exceed $11,959.00, per low quote #18-144-GV.

3. 2018-166 Recommendation for the approval of a contract purchase order to Direct Supply, for Joerns replacement bed parts, for the DuPage Care Center, for the period August 7, 2018 through August 6, 2019, for a contract total not to exceed $21,000.00, first of three optional renewals per sole quote 17-112-GV.
4. 2018-167 Recommendation for the approval of a contract purchase order to First Biomedical, Inc. dba Infusystem, Inc., for rental of Baxter Flo-Gard 6201 pumps for the DuPage Care Center, for the period August 1, 2018 through July 31, 2019, for a contract total not to exceed $6,000.00, per low quote #17-201-GV, first of three one-year options to renew.

9. **BUDGET TRANSFERS**

A. Budget Transfers -- Family Center - Neutral Exchange Site FY18 - To transfer funds from budgeted accounts where there are projected surpluses to Personnel Accounts where there are projected deficits through November 30, 2018 - Community Services - $19,000.00

B. Budget Transfers -- Aging Case Coordination Unit Grant - To transfer grant funds to cover additional remodeling costs and employee benefit pay outs, and to increase surety bond coverage, dues, and early intervention service to clients, and to purchase a telecom software license required for Senior Services - Community Services - $34,320.00

10. **TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL**

A. Authorization for Overnight Travel -- Community Services Manager to attend the National Adult Protective Services (APS) Conference in Anaheim, California from August 25, 2018 through August 30, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $1,918.00. Seniors grant funded 5000-1720.

B. Authorization for Overnight Travel -- Family Center Administrator to work with Access & Visitation grant administrators on an education initiative in Springfield, Illinois from July 11, 2018 through July 12, 2018. All costs will be covered by the state department, Healthcare and Family Services; no County costs will be incurred. This travel request will be pre-approved at the Health and Human Services Committee on July 10, 2018; will be presented at County Board as informational only (after the travel) on July 17, 2018.

C. Authorization for Overnight Travel -- Family Center Program Manager to work with Access & Visitation grant administrators on an education initiative in Springfield, Illinois from July 11, 2018 through July 12, 2018. All costs will be covered by the state department, Healthcare and Family Services; no County costs will be incurred. This travel request will be pre-approved at the Health and Human Services Committee on July 10, 2018; will be presented at County Board as informational only (after the travel) on July 17, 2018.

11. **CONSENT ITEMS**

Consent Item -- Extend Vistar Performance Food Service through September 30, 2018 to allow for bidding purposes for snack and sundry items for the County Campus Cafe's (2966-0001 SERV)
12. INFORMATIONAL ITEMS

13. RESIDENCY WAIVERS - JANELLE CHADWICK

14. COMMUNITY SERVICES UPDATE - MARY KEATING
   A. Community Services 2019 Budget Request
      1. Community Services 2019 Budget Request
      2. Family Coordination Strategic Initiative
   B. Pilot II Discussion
      1. Pilot II Termination Memo

15. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

16. OLD BUSINESS

17. NEW BUSINESS

18. ADJOURNMENT
1. CALL TO ORDER

10:15 AM meeting was called to order by Chair Greg Hart at 10:15 AM.

2. ROLL CALL

PRESENT: Chaplin, Grant, Hart, Khouri (10:17 AM), Larsen, Tornatore
ABSENT: Khouri

3. PUBLIC COMMENT

No public comments were received at this meeting.

4. CHAIRMAN'S REPORT - CHAIR HART

Chair Hart mentioned the Adult Protective Services (APS) conference is on June 18. As Chairman Cronin declared June 15 Elder Abuse Awareness Day, Chair Hart expressed that the County takes our seniors very seriously. He encouraged the committee members to attend the Adult Protective Services Conference which gives us a great opportunity to continue to reinforce the message and recognize the great work that Adult Protective Services does for the County.

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Jun 5, 2018 10:15 AM

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<tr>
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<td>Amy L Grant, District 4</td>
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<tr>
<td>SECONDER:</td>
<td>Sam Tornatore, Vice Chair</td>
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<tr>
<td>AYES:</td>
<td>Chaplin, Grant, Hart, Larsen, Tornatore</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Khouri</td>
</tr>
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6. COMMUNITY SERVICES - MARY KEATING
CS Requests That Also Require Finance And/Or County Board Approval

Member Khouri arrived at 10:17 AM.


RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

B. FI-R-0220-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the ILDCEO Community Services Block Grant PY18 Agreement No. 18-231028, Company 5000-Accounting Unit 1650, $232,547.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Sam Tornatore, Vice Chair
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

C. FI-R-0221-18 RESOLUTION -- Acceptance and Appropriation of the Low Income Kit Energy (LIKE) Program Grant FY18 - Company 5000 - Accounting Unit 1505 - $16,000.00

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

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

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

A. HHS-R-0222-18 RESOLUTION -- Recommendation for Approval of the First Substantial Amendment to the 2018 Action Plan due to an Increase in Funds of $981,031.00 Received for the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and HOME Investment Partnerships Program (HOME) Grants.
Mary Keating, Director of Community Services, explained this amendment lays out what is being done with the unexpected additional Community Development Block Grant (CDBG), Home Investments Partnerships Program (HOME) and Emergency Solutions Grant (ESG) funds that were received from the 2018 federal appropriations. CDBG funds are up ten per cent, HOME funds are up thirty seven per cent and the ESG funds received a nominal increase. A couple of extra infrastructure projects, public service funded thru CDBG, are getting a couple thousand dollars extra over last year and HOME funds are set aside for a project from the Alden Foundation that has a number of senior developments throughout the County. The original Action Plan based the planning numbers on the status quo from 2017. This amendment was executed to plan for the extra money. A public hearing was held on June 12; the amendment is now able to go to County Board and then will be submitted to HUD for approval before the projects can move forward.

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

B. HHS-R-0223-18 RESOLUTION -- Recommendation for Approval of a Community Development Block Grant (CDBG) Agreement Modification with Almost Home Kids, Project Number CD17-14, Increasing the Funding by $18,570.00 for a Total Amount of $100,771.00 for Parking Lot and Frontage Road Improvements.

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Tonia Khouri, District 5
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

C. HHS-R-0224-18 RESOLUTION -- Recommendation for Approval of Liberty Village’s Request to Re-Structure the HOME Investment Partnerships Program (HOME) loan for Project Number HM96-01, and to Allow the County’s Loan to be Subordinate to a First Mortgage of up to $6,000,000.00 by Citi Community Capital.

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
D. HHS-R-0225-18 RESOLUTION -- Recommendation for Approval of a HOME Investment Partnerships Program (HOME) Agreement with Community Housing and Advocacy Development, Project Number HM16-03 - Scattered Site - in the Amount of $320,899.00 to Rehabilitate Three Scattered Site Properties.

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


RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

8. DUPAGE CARE CENTER - JANELLE CHADWICK

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

HHS-P-0185-18 Recommendation for the approval of a contract purchase order to The American Bottling Company dba Dr. Pepper Snapple Group, for the DuPage Care Center and Cafe's on County Campus, for the period July 30, 2018 through July 29, 2019, for a contract total amount not to exceed $51,889.05, per lowest responsible bid #18-122-GV.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
B. DuPage Care Center  Requests for Parent Committee Final Approval

2018-155 Recommendation for the approval of a contract purchase order to Medline Industries, for vital signs monitors and rolling stands for the Nursing Department at DuPage Care Center, for a contract total amount not to exceed $14,400.00, per lowest responsible quote #Q18-132-GV. (Partially funded by DuPage Care Center Foundation)

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

9. BUDGET TRANSFERS

Budget Transfers -- Veterans Assistance Commission (VAC) - To transfer funds to pay for the summer intern - $2000.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Tonia Khouri, District 5
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

10. TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

Items 10.A. and 10.B. were combined and approved.

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

A. Authorization for Overnight Travel -- Community Services Continuum Planner to attend the 2018 Fall National Human Services Data Consortium Conference in Portland, Oregon from October 15, 2018 through October 19, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $1,920.00. Continuum of Care HMIS Grant funded 5000-1480
B. Authorization for Overnight Travel -- Community Services Database & Report Specialist to attend the 2018 Fall National Human Services Data Consortium Conference in Portland, Oregon from October 15, 2018 through October 19, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $1,906.00. Emergency Solutions Grant (5000-1470) and Continuum of Care HMIS Grant (5000-1480) funded.

11. CONSENT ITEMS
Items 11.A. through 11.C. were combined and approved.

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<tr>
<td>SECONDER:</td>
<td>Elizabeth Chaplin, District 2</td>
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<tr>
<td>AYES:</td>
<td>Chaplin, Grant, Hart, Khouri, Larsen, Tornatore</td>
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</table>

A. Consent Item -- Approval of Extension of Contract term with Appliance Carpet Parts LLC, D/B/A Custom Appliance & Custom Carpet Wholesalers under the Community Services Weatherization program through September 30, 2018

B. Consent Item -- Approval of Extension of Contract term with Healthy Air Heating and Air, Incorporated, mechanical, under the Community Services Weatherization program through September 30, 2018

C. Consent Item -- Approval of Extension of Contract term with Healthy Air Heating and Air, Incorporated, architectural, under the Community Services Weatherization program through September 30, 2018

12. INFORMATIONAL ITEMS
Items 12. A. through 12.F. were combined and placed on file.

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<tr>
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<tr>
<td>AYES:</td>
<td>Chaplin, Grant, Hart, Khouri, Larsen, Tornatore</td>
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A. Grant Proposal Notifications -- GPN & Report #031-18 - Access and Visitation Grant PY19 - Illinois Department of Healthcare and Family Services - Community Services - $100,000.00

B. Grant Proposal Notifications -- GPN & Report #032-18 - HUD 2017 Continuum of Care Planning Grant PY19 - Community Services - $128,502.00

C. Grant Proposal Notifications -- GPN & Report #027-18 - Illinois Home Weatherization Assistance Program - HHS Grant No. 18-221028 - Illinois Department of Commerce and Economic Opportunity - Community Services - $776,198.00
D. Grant Proposal Notifications -- GPN & Report #028-18 - Illinois Home Weatherization Assistance Program DOE Grant No. 17- 402028 - Illinois Department of Commerce and Economic Opportunity - Community Services - $349,912.00


F. Grant Proposal Notifications -- GPN & Report #037-18 - Low Income Kit Energy (LIKE) Program Grant FY18 - Illinois Association of Community Action Agencies - Community Services - $16,000.00

13. RESIDENCY WAIVERS - JANELLE CHADWICK

A. Out of County Residency Waiver

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

14. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, expressed her appreciation to Chair Hart for his Adult Protective Services (APS) support. Ms. Keating stated the APS conference is one of the only organizations in the state that puts together any training for APS and therefore attracts people from all over the state. The conference highlights the great work that our APS workers do and shows how the agencies throughout the community network to form a safety net for residents. The conference will be held at the Holiday Inn, 150 S. Gary Avenue, Carol Stream, from 8:00 a.m. until 4:00 p.m. on July 18. Schedules permitting, attendees can participate for part of the day, learning about the vendors and attending any of the breakout workshops running concurrently.

Ms. Keating added that she will present her 2019 budget recommendation to HHS on July 10 and Janelle Chadwick will present the DuPage Care Center’s budget proposal to the committee on August 7. The budget recommendations are due to Finance by July 7 to allow for committee input for Chairman Cronin to submit the 2019 annual budget at the September 25 County Board meeting.

15. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, stated they are in the midst of the Illinois Department of Public Health (IDPH) annual survey preparations. The survey process has changed so there are a lot of unknowns but the Care Center is expecting more than eight surveyors for at least one week.
Staff are meeting with all the department managers in preparation of the 2019 budget proposals.

16. OLD BUSINESS

17. NEW BUSINESS

18. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:28 a.m.
Resolution
FI-R-0241-18

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
EMERGENCY SOLUTIONS GRANT PY19
INTER-GOVERNMENTAL AGREEMENT NO. FCSXH03761
COMPANY 5000 - ACCOUNTING UNIT 1695
$37,104

(Under the administrative direction
of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of $37,104 (THIRTY-SEVEN THOUSAND, ONE HUNDRED FOUR AND NO/100 DOLLARS) are available to DuPage County residents experiencing housing needs by providing assistance to prevent homelessness and to establish shelter, housing and stability; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSXH03761 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment II); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2018 through June 30, 2019; and

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

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

WHEREAS, the DuPage County Board finds that the need to appropriate said grant 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 Inter-Governmental Agreement No. FCSXH03761 (Attachment II) between the County of DuPage and the Illinois Department of Human Services is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheet (Attachment I) in the amount of $37,104 (THIRTY-SEVEN THOUSAND, ONE HUNDRED FOUR AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Emergency Solutions Grant PY19, Company 5000, Accounting Unit 1695 for the period July 1, 2018 through June 30, 2019; 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
Resolution
FI-R-0241-18

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 17th day of July, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION TO ESTABLISH THE ILLINOIS DEPARTMENT OF HUMAN SERVICES EMERGENCY SOLUTIONS GRANT PY19
INTER-GOVERNMENTAL AGREEMENT NO. FCSXH03761
COMPANY 5000 – ACCOUNTING UNIT 1695
$37,104

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INTER - GOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND
DUPAGE COUNTY DEPARTMENT OF

The Illinois Department of Human Services (Grantor or DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and DUPAGE COUNTY DEPARTMENT OF (Grantee), with its principal office at 421 N County Farm Rd Wheaton, IL 60187-3978 and payment address (if different than principal office) at ______________, hereby enter into this Inter-governmental Grant Agreement ("Agreement"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party".

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 36-6006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Corporation (includes Not For Profit)
☒ Governmental Unit
☐ Medical Corporation
☐ Estate or Trust
☐ Pharmacy-Non Corporate
☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Tax Exempt
☐ Limited Liability Company (select applicable tax classification)
☐ C = corporation
☐ P = partnership

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

Attachment: AU1695 ESG FY19 Resolution Attachment II Agreement 18-07-17_Redacted (FI-R-0241-18 : IDHS ESG Grant PY19 Agreement No. 6.A.b)
1.2. **Amount of Agreement.** Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be $37,104.00, of which $37,104.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is E18-DC-17-0001, the Federal agency awarding the funds is housing and urban development, and the Federal award date is Oct 1, 2018. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is emergency solutions grant and number is 14.231. The Catalog of State Financial Assistance (CSFA) Number is 444-80-0496. The State Award Identification Number is ____________________________.

1.4. **Term.** This Agreement shall be effective on Jul 1, 2018 and shall expire on Jun 30, 2019, unless terminated pursuant to this Agreement.

1.5. **Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF HUMAN SERVICES**

By: ______________________
Signature of James T. Dimas, Secretary

By: ______________________
Signature of Designee

Date: ______________________

Printed Name: ______________________
Printed Title: ______________________

**DUPAGE COUNTY DEPARTMENT OF**

By: ______________________
Signature of Authorized Representative

Date: 6/26/18

Printed Name: Mary A. Keating
Printed Title: Director of Community Services

Email: Mary.Keating@dupageco.org

By: ______________________
Signature of First Other Approver, if Applicable

Date: ______________________

Printed Name: ______________________
Printed Title: ______________________

By: ______________________
Signature of Second Other Approver, if Applicable

Date: ______________________

Printed Name: ______________________
Printed Title: ______________________

FEIN: 36-6006551

State Of Illinois.
DHS INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 3 22 18
Published Revision: 2018.06.25.15.49.53 698
Page: 2 of 42
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.
“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.
“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.
4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State’s Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that
require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.
(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee’s fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
(iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.
(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee’s actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) Internal Control. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) Budget Control. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) Cash Management. Requests for advance payment shall be limited to Grantee’s immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.
(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).
(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.
ARTICLE IX
CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).

ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.
(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee’s failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent
Agreement No. FCSXH03761

PART TWO or PART THREE of this Agreement.


ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the Grantee’s audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.
15.4. **Report Timing.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

**ARTICLE XVI**

**TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. **Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. [2 CFR 200.339(a)(4)].

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days’ written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days’ written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee’s failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. **Non-compliance.** If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor
policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

   (i) Grantor expressly authorizes them in the notice of suspension or termination; and

   (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee’s legal status,
Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee’s ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee’s ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee’s ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION
23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee’s rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party’s right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.


26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys’ fees, costs and expenses associated with such proceedings.

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EXHIBIT A
PROJECT DESCRIPTION

STATE PROGRAM NAME: EMERGENCY SOLUTIONS GRANT
Purpose of Grant

CSFA Number: 444-80-0496
Appropriation FY: 2019
Appropriation Code: 80592490E
Appropriation Desc: Emergency Solutions Grant
Appropriation Amount: $34,414.00
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: 14.231 - CFDA Name: emergency solutions grant
FAIN Number: E18-DC-17-0001 - FAIN Award Agency: housing and urban development
FAIN Award Date: Oct 1, 2018

CSFA Number: 444-80-0496
Appropriation FY: 2019
Appropriation Code: 80592490E
Appropriation Desc: Emergency Solutions Grant
Appropriation Amount: $2,690.00
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: 14.231 - CFDA Name: Emergency Solutions Grant
FAIN Number: E18-DC-17-0001 - FAIN Award Agency: Housing and Urban Development
FAIN Award Date: Oct 1, 2018

Exhibit A (Purpose of Grant/Scope of Services)
The federally funded Emergency Solutions Grant provides for rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelter, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance.

------ END OF PROGRAM: EMERGENCY SOLUTIONS GRANT ------
EXHIBIT B
DELIVERABLES OR MILESTONES

Exhibit B (Deliverables)

1. All sub-recipients of ESG Program funds must ensure that all ESG funds are used in accordance with all federal program requirements at 24 CFR Part 576.

2. All sub-recipients of ESG Program funds must comply with DHS policies, reporting requirements, community service agreement obligations, department regulations, and deliverables in addition to all the ESG requirements in 24 CFR Part 576.

3. All sub-recipients of ESG Program funds are required to complete and submit accurate and timely annual GATA requirements, e.g., registration, pre-qualifications, Internal Control Questionnaire (ICQ), Programmatic Risk Assessment (PRA), and CSA budgets.

4. All sub-recipients of ESG Program Funding Applications are approved and recommended by the agency’s respective CoC representative including approval and recommendation of budget allocations and program activities. All budget increases, decreases, modifications, and changes with program activities require CoC approval. Funding Applications that include, but are not limited to providing staffing levels, program data, supportive service, and fiscal information in addition to submitting all required attachments and certifications to DHS on or before the application deadline date.

5. All sub-recipients of ESG Program funds will be limited to 60% of the agency’s total fiscal year allocation for street outreach and emergency shelter activities as set forth in 24 CFR Part 576.

6. All sub-recipients must provide matching contributions from eligible sources in an amount equal to the amount of requested ESG Program funds from the sub-recipient for all activities as prescribed in 24 CFR Part 576. At a minimum, 25% of the match contributions must be cash.

7. All sub-recipients must obtain written approval from DHS prior to sub-granting any portion of ESG Program funds to any other entity to perform ESG eligible activities.

8. All sub-recipients must obtain written agreements from all ESG sub-grantees requiring the sub-grantee to comply with all DHS policies and timelines, the provisions of the DHS community service agreement, and all program rules and regulations as set forth by DHS and 24 CFR Part 576, which is identical to the obligations of the ESG sub-recipients.

9. All sub-recipients must provide DHS with accurate Quarterly Fiscal Reports; monitor on a monthly basis the EST Provider Contract Summary page, e.g., Activity and Match Budget Summary Information and notify DHS ESG staff of any discrepancies.
EXHIBIT B

10. All sub-recipients must provide DHS with accurate Quarterly Client Statistics Reports within the designated time frame including all clients receiving services for that time frame; HUD reporting requirements (APR, PER, and CAPER Reports) including download of data into SAGA via HMIS, INFONET, or any other compatible CSV comma separated reporting database.

11. All sub-recipients must permit ESG Program monitoring and/or auditing as determined by DHS. Sub-recipient(s) needing TA (Technical Assistance) and/or training must contact DHS ESG staff to avoid potential audit findings.

12. All ESG funded buildings or facilities (other than a privately owned residential structure) are required by ESG regulations to comply with the American Standard Specifications for Making Building and Facilities Accessible to, and Usable by, the Physically Handicapped, Number A-117.1P 1971, unless subject to the exceptions contained in 41 CFR 101-19.604.

------- END OF PROGRAM: EMERGENCY SOLUTIONS GRANT -------
EXHIBIT C
PAYMENT

Grantee shall receive $37,104.00 under this Agreement.

Enter specific terms of payment here:

Exhibit C (Payment)
Sub-recipients may submit monthly requests for reimbursement only for the total amount of eligible expenditures, and demonstrate expenditure of an equal amount of eligible matching funds as set forth in 24CFR Part 576.

------ END OF PROGRAM: EMERGENCY SOLUTIONS GRANT ------

Estimated Annual Contract Amount: $37,104.00

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.
EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: JOSALYN SMITH
Title: Social Service Program Planner
Address: 823 E Monroe St
       Springfield, IL 62701-1915
Phone: 217-524-8612
TTY #: __________________________
Fax #: __________________________
E-mail Address: josalyn.smith2@illinois.gov

GRANTEE CONTACT

Name: Mary A. Keating
Title: Director of Community Services
Address: 630-407-6457
Phone: 630-407-2727
TTY #: 630-407-6501
Fax #: 630-407-8002
E-mail Address: Mary.Keating@dupageco.org

E-mail Address: pat.dempsey@dupageco.org

Additional Information: __________________________
EXHIBIT E

PERFORMANCE MEASURES

Exhibit E (Performance Measures)

1. Number of sub-recipients of ESG Program funds that must ensure that all ESG funds are used in accordance with all federal program requirements at 24 CFR Part 576.

2. Number of sub-recipients of ESG Program funds that must comply with DHS policies, reporting requirements, community service agreement obligations, department regulations, and deliverables in addition to all the ESG requirements in 24 CFR Part 576.

3. Number of sub-recipients of ESG Program funds are required to complete and submit accurate and timely annual GATA requirements, e.g., registration, pre-qualifications, Internal Control Questionnaire (ICQ), Programmatic Risk Assessment (PRA), and CSA budgets.

4. Number of sub-recipients of ESG Program Funding Applications are approved and recommended by the agency's respective CoC representative including approval and recommendation of budget allocations and program activities. All budget increases, decreases, modifications, and changes with program activities require CoC approval. Funding Applications that include, but are not limited to providing staffing levels, program data, supportive service, and fiscal information in addition to submitting all required attachments and certifications to DHS on or before the application deadline date.

5. Number of sub-recipients of ESG Program funds that will be limited to 60% of the agency's total fiscal year allocation for street outreach and emergency shelter activities as set forth in 24CFR Part 576.

6. Number of sub-recipients that must provide matching contributions from eligible sources in an amount equal to the amount of requested ESG Program funds from the sub-recipient for all activities as prescribed in 24CFR Part 576. At a minimum, 25% of the match contributions must be cash.

7. Number of sub-recipients that must obtain written approval from DHS prior to sub-granting any portion of ESG Program funds to any other entity to perform ESG eligible activities.

8. Number of sub-recipients that must obtain written agreements from all ESG sub-grantees requiring the sub-grantee to comply with all DHS policies and timelines, the provisions of the DHS community service agreement, and all program rules and regulations as set forth by DHS and 24 CFR Part 576, which is identical to the obligations of the ESG sub-recipients.

9. Number of sub-recipients that must provide accurate quarterly fiscal and service ESG reports within the designated time frame (on a quarterly basis).

9. Number of sub-recipients must provide DHS with accurate Quarterly Fiscal Reports;
monitor on a monthly basis the EST Provider Contract Summary page, e.g., Activity and Match Budget Summary Information and notify DHS ESG staff of any discrepancies.

10. Number of sub-recipients must provide DHS with accurate Quarterly Client Statistics Reports within the designated time frame including all clients receiving services for that time frame; HUD reporting requirements (APR, PER, and CAPER Reports) including download of data into SAGA via HMIS, INFONET, or any other compatible CSV comma separated reporting database.

11. Number of sub-recipients must permit ESG Program monitoring and/or auditing as determined by DHS. Sub-recipient(s) needing TA (Technical Assistance) and/or training must contact DHS ESG staff to avoid potential audit findings.

12. Number of ESG funded buildings or facilities (other than a privately owned residential structure) are required by ESG regulations to comply with the American Standard Specifications for Making Building and Facilities Accessible to, and Usable by, the Physically Handicapped, Number A-117.1P 1971, unless subject to the exceptions contained in 41 CFR 101-19.604.

------- END OF PROGRAM: EMERGENCY SOLUTIONS GRANT -------
EXHIBIT F
PERFORMANCE STANDARDS

1. 100% of all sub-recipients of ESG Program funds must ensure that all ESG funds are used in accordance with all federal program requirements at 24 CFR Part 576.

2. 100% of all sub-recipients of ESG Program funds must comply with DHS policies, reporting requirements, community service agreement obligations, department regulations, and deliverables in addition to all the ESG requirements in 24 CFR Part 576.

3. 100% of all sub-recipients of ESG Program funds are required to complete and submit accurate and timely annual GATA requirements, e.g., registration, pre-qualifications, Internal Control Questionnaire (ICQ), Programmatic Risk Assessment (PRA), and CSA budgets.

4. 100% of all sub-recipients of ESG Program Funding Applications are approved and recommended by the agency's respective CoC representative including approval and recommendation of budget allocations and program activities. All budget increases, decreases, modifications, and changes with program activities require CoC approval. Funding Applications that include, but are not limited to providing staffing levels, program data, supportive service, and fiscal information in addition to submitting all required attachments and certifications to DHS on or before the application deadline date.

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7. 100% of all sub-recipients must obtain written approval from DHS prior to sub-granting any portion of ESG Program funds to any other entity to perform ESG eligible activities.

8. 100% of all sub-recipients must obtain written agreements from all ESG sub-grantees requiring the sub-grantee to comply with all DHS policies and timelines, the provisions of the DHS community service agreement, and all program rules and regulations as set forth by DHS and 24 CFR Part 576, which is identical to the obligations of the ESG sub-recipients.

9. 100% of all sub-recipients must provide DHS with accurate Quarterly Fiscal Reports; monitor on a monthly basis the EST Provider Contract Summary page, e.g., Activity and Match Budget Summary Information and notify DHS ESG staff of any discrepancies.

State Of Illinois.
DHS INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 3 22 18
Published Revision : 2018.06.25.15.49.53 698
Page: 32 of 33
Packet Pg. 47
10.100% of all sub-recipients must provide DHS with accurate Quarterly Client Statistics Reports within the designated time frame including all clients receiving services for that time frame; HUD reporting requirements (APR, PER, and CAPER Reports) including download of data into SAGA via HMIS, INFONET, or any other compatible CVS comma separated reporting database.

11.100% of all sub-recipients must permit ESG Program monitoring and/or auditing as determined by DHS. Sub-recipient(s) needing TA (Technical Assistance) and/or training must contact DHS ESG staff to avoid potential audit findings.

12.100% of all ESG funded buildings or facilities (other than a privately owned residential structure) are required by ESG regulations to comply with the American Standard Specifications for Making Building and Facilities Accessible to, and Usable by, the Physically Handicapped, Number A-117.1P 1971, unless subject to the exceptions contained in 41 CFR 101-19.604.

------ END OF PROGRAM: EMERGENCY SOLUTIONS GRANT -------
EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

06/13/2018 Illinois Grant Accountability and Transparency Internal Controls Questionnaire DuPage, County of

ICQ Section: 06-Audit (2 CFR 200.500)

Conditions: Requires desk review of the status of implementation of corrective actions;

Risk Explanation:
Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

How to Fix: Completion of corrective action plan implementation.
Timeframe: When corrective action is complete.

------ END OF PROGRAM: EMERGENCY SOLUTIONS GRANT ------
PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
ADDITIONAL CERTIFICATIONS

27.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor’s behalf and should make a report to the appropriate program office (320 ILCS 20/1 et seq.).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

ARTICLE XXVIII
ADDITIONAL TERMS

28.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

28.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in EXHIBIT D either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee’s primary location.

28.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award’s successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee’s authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.
28.4 Grant Funds Recovery. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

28.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor’s premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS’ premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee’s employees and subcontractors assigned to work on Grantor’s premises. Grantee agrees, to the extent permitted by law, to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

28.6 Gifts. In addition to the Gift ban described in Paragraph 26.1, Grantee will provide Grantor with advance notice of Grantee’s provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

28.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor’s choosing. Such notice shall be effective upon dispatch.

28.8 Equipment and Supplies. Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer’s guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

ARTICLE XXIX
MONITORING AND INFORMATION

29.1 Monitoring of Conduct. In addition to Article XII of PART ONE, Grantor shall monitor Grantee’s conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor’s termination of this Agreement.

29.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request,
necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee’s contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

29.3 Rights of Review. This ARTICLE XXIX does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXX
WORK PRODUCT

30.1 Assignment of Work Product. “Work Product” means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee’s intellectual property that has been or will later be developed outside this Award.

30.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor’s prior written consent.

30.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantee will attempt to resolve Grantor’s concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

30.4 Unresolved Objections; Disclaimer. If Grantor’s objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: “Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article.” Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXXI
POST-TERMINATION/NON-RENEWAL

31.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:
(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients’ funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

31.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.
PART THREE - THE PROJECT - SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

ARTICLE XXXIII
ADDITIONAL REQUIREMENTS

33.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: [http://www.dhs.state.il.us/page.aspx?item=29741](http://www.dhs.state.il.us/page.aspx?item=29741) and is hereby incorporated into this Agreement.

33.2 Program Attachment. The related Program Attachment, if applicable, is [H]. It can be found via the following DHS website: [http://www.dhs.state.il.us/page.aspx?item=29741](http://www.dhs.state.il.us/page.aspx?item=29741) and is hereby incorporated into this Agreement.
### Section A: State of Illinois Funds

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Requested</td>
<td>$37,104.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (200.430)</td>
<td>$1,974.38</td>
</tr>
<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>$715.62</td>
</tr>
<tr>
<td>3. Travel (200.474)</td>
<td>N/A</td>
</tr>
<tr>
<td>4. Equipment (200.439)</td>
<td>N/A</td>
</tr>
<tr>
<td>5. Supplies (200.94)</td>
<td>N/A</td>
</tr>
<tr>
<td>6. Contractual Services/Subawards (200.318 and 200.92)</td>
<td>N/A</td>
</tr>
<tr>
<td>7. Consultant (200.459)</td>
<td>N/A</td>
</tr>
<tr>
<td>8. Construction</td>
<td>N/A</td>
</tr>
<tr>
<td>9. Occupancy - Rent and Utilities (200.465)</td>
<td>N/A</td>
</tr>
<tr>
<td>10. Research and Development (R &amp; D) (200.87)</td>
<td>N/A</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td>N/A</td>
</tr>
<tr>
<td>12. Training and Education (200.472)</td>
<td>N/A</td>
</tr>
<tr>
<td>13. Direct Administrative Costs (200.413)</td>
<td>N/A</td>
</tr>
<tr>
<td>14. Other or Miscellaneous Costs</td>
<td>N/A</td>
</tr>
<tr>
<td>15. Grant Exclusive Line Item(s)</td>
<td>$34,414.00</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15) (200.413)</td>
<td>$37,104.00</td>
</tr>
<tr>
<td>17. Indirect Cost (200.414)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Rate %: N/A

Base: N/A

18. Total Costs State Grant Funds

**MUST EQUAL REVENUE TOTALS ABOVE**

$37,104.00
**Section B: Non-State of Illinois Funds**

**REVENUES**

<table>
<thead>
<tr>
<th>Grantee Match Requirement %: 100.00</th>
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</thead>
<tbody>
<tr>
<td>b) Cash</td>
</tr>
<tr>
<td>c) Non-Cash</td>
</tr>
<tr>
<td>d) other Funding and Contributions</td>
</tr>
<tr>
<td><strong>Total Non-State Funds</strong></td>
</tr>
</tbody>
</table>

**Budget Expenditure Categories**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (200.430)</td>
<td>$27,076.60</td>
</tr>
<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>$10,027.40</td>
</tr>
<tr>
<td>3. Travel (200.474)</td>
<td>N/A</td>
</tr>
<tr>
<td>4. Equipment (200.439)</td>
<td>N/A</td>
</tr>
<tr>
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</tr>
<tr>
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<tr>
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<tr>
<td>8. Construction</td>
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<tr>
<td>9. Occupancy - Rent and Utilities (200.465)</td>
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</tr>
<tr>
<td>10. Research and Development (R &amp; D) (200.87)</td>
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<td>N/A</td>
</tr>
<tr>
<td>14. Other or Miscellaneous Costs</td>
<td>N/A</td>
</tr>
<tr>
<td>15. Grant Exclusive Line Item(s)</td>
<td>N/A</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15) (200.413)</td>
<td>$37,104.00</td>
</tr>
<tr>
<td>17. Indirect Cost (200.414)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total Costs Non-State Grant Funds**

<table>
<thead>
<tr>
<th><strong>MUST EQUAL REVENUE TOTALS ABOVE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$37,104.00</strong></td>
</tr>
</tbody>
</table>
When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Non-State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$1,974.38</td>
<td>$27,076.60</td>
<td>$29,050.98</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$715.62</td>
<td>$10,027.40</td>
<td>$10,743.02</td>
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<tr>
<td>3. Travel</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>6. Contractual Services</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>8. Construction</td>
<td>N/A</td>
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<td>N/A</td>
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<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>10. Research and Development (R &amp; D)</td>
<td>N/A</td>
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<td>N/A</td>
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<tr>
<td>11. Telecommunications</td>
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<tr>
<td>12. Training and Education</td>
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<tr>
<td>13. Direct Administrative Costs</td>
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<td>N/A</td>
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<tr>
<td>14. Other or Miscellaneous Costs</td>
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<tr>
<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
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<td>$34,414.00</td>
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<td>16. Total Direct Costs (add lines 1-15)</td>
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<tr>
<td>17. Indirect Cost</td>
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State Request: $37,104.00  
Non-State Amount: $37,104.00  

TOTAL PROJECT COSTS: $74,208.00
Requisition under 25k dollars

2018-162
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
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<th>NEW PURCHASE ORDER REQUEST</th>
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<tbody>
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<td>DATE SUBMITTED</td>
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</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
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<td>REQUESTING DEPT.</td>
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<tr>
<td>HEALTH &amp; HUMAN SERVICES</td>
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<tr>
<td>CONTRACT TERM</td>
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<td>04/09/2018 - 09/30/2018</td>
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<table>
<thead>
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<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
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<tbody>
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<td>Karen Graczyk</td>
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<td>06/28/2018 10:33 AM</td>
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<tr>
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<td>07/02/2018 8:35 AM</td>
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<td>Health &amp; Human Services</td>
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<td>07/10/2018 10:15 AM</td>
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</tbody>
</table>

**Requisition Total**: $10,000.00

**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):

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):
COUNTY OF DuPAGE, ILLINOIS

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the April 9, 2018 and is entered into by and between the County of DuPage, a body politic and corporate ("County") and Imani Simmons, 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 April 9, 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 $21.00 plus mileage at the current County reimbursement rate, with total reimbursements not to exceed $10,000.00. 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 the performance of Services; (ii) Breach of any agreement, representation or warranty made
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 background checks.
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 318-90-6150.

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

## INDEPENDENT CONTRACTOR AGREEMENT

<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>
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<tr>
<td>B. Each Employee - Disease</td>
<td>100,000.00</td>
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<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>
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<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.

**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 from all liability in any claim or action made by Individual or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability...
COUNTY OF DuPAGE, ILLINOIS

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:** Imani Simmons, 7330 Winthrop Way, Unit 17, Downers Grove, IL 60516

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 is 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
    Imani Simmons, APS Case Manager
### SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>County’s Purchase Order #</th>
<th>County Resolution #</th>
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<tbody>
<tr>
<td>Contract Name</td>
<td>Imani Simmons</td>
</tr>
<tr>
<td>County’s Project Manager</td>
<td>ShaTonya Herring</td>
</tr>
<tr>
<td>Contract Date</td>
<td>04/09/18 – 9/30/18</td>
</tr>
</tbody>
</table>

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution. The undersigned agree that this Case Manager project (“Project”) shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF INDIVIDUAL’S WORK:** *(Note: For example, if instruction is being provided, include information regarding the course name, the training schedule and location, instructor name (if important), the number of attendees, who will provide course materials and copies, etc.)*
   
   Completion of Choices for Care assessments and all related paperwork and follow-up.

2. **MILESTONE/DELIVERABLE INFORMATION:** *(Note: If Contractor will be engaged in any development activities or will be providing any reports, complete this section)*

<table>
<thead>
<tr>
<th>Milestone No.</th>
<th>Milestone/Deliverable Description</th>
<th>Delivery Dates</th>
<th>Is Acceptance Required by the County or Contractor?</th>
<th>Costs</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>APS casework</td>
<td>04/09/18 – 9/30/18</td>
<td>No</td>
<td>Up to $10,000</td>
</tr>
<tr>
<td>2.</td>
<td>Completing all necessary paperwork and follow-up</td>
<td>04/09/18 – 9/30/18</td>
<td>No</td>
<td>Up to $10,000</td>
</tr>
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</table>

3. **OTHER PROVISIONS:**

   Contractual Employee will not utilize any County supplies, space or equipment to do the contractual work specified above. All supplies, space and equipment will be supplied and be the responsibility of the Contractual Employee.
## 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: Imani Simmons</th>
<th>Vendor #: 28793</th>
<th>Contract Term: 04/09/2018-9/30/2018</th>
<th>Contract Total: $10,000.00</th>
</tr>
</thead>
</table>

**Dept:** Community Services, Senior Services  
**Contact:** Mary Lee Tomsa  
**Phone:** x6483  
**Assigned Committee:** Health and Human Services

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

Contractual Work to complete Adult Protective Services Investigations and follow-up work.

### Reason for Procurement

To provide assistance with the Adult Protective Services Program in completing investigations and follow-up.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): FY 2018, 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#  
- [ ] 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)
- [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)

<table>
<thead>
<tr>
<th>MT</th>
<th>6/28/18</th>
<th>MAX</th>
<th>6/28/18</th>
</tr>
</thead>
</table>

**Prepared By**  
**Date**  
**Recommended for Approval**  
**Date**  
**IT Approval, if required**  
**Date**

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>JU</th>
<th>6/28/18</th>
<th>JM</th>
<th>6-29-18</th>
</tr>
</thead>
</table>

**Buyer**  
**Date**  
**Procurement Officer**  
**Date**

<table>
<thead>
<tr>
<th>Raj</th>
<th>6-29-18</th>
<th>Chairman's Office</th>
</tr>
</thead>
</table>

**Chief Financial Officer**  
**Date**  
(Decision Memos Over $25,000)

**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.

Date: Jun 27, 2018
MinuteTraq (IQM2) ID #: 13006
Department Requisition #: 

Requesting Department: Community Services
Department Contact: Mary Lee Tomsa
Contact Email: marylee.tomsa@dupageco.org
Contact Phone: 6483
Vendor Name: Imani Simmons
Vendor #: 28793

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

Approval of a new Independent Contractor Agreement for the period of 04/09/18 through 09/30/2018.

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

The new contract will allow the Adult Protective Services (APS) division of Senior Services to be able to keep up with the investigations and follow-up work that are necessary. The contract is necessary at this time due to their being a vacant full-time position in the APS division.

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

The independent contract will allow Senior Services to provide Adult Protective case management services to persons needing assistance in a cost effective way.

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

The independent contractor is currently trained and Certified to complete investigations in Adult Protective Services.

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

1. To fill vacant headcount to provide these services.
2. To pay current staff over-time to complete this work.

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 Contract is for an amount not to exceed $10,000. The contract is budgeted for in the Senior Services Grant 5000-1720.
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 or 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               Imani Simmons
Title                      APS Case Manager
Date                       Jun 27, 2018

Attach additional sheets if necessary. Sign each sheet and number each page.  Page _______ of ________ (total number of pages)
Resolution
HHS-R-0242-18

COMMUNITY DEVELOPMENT COMMISSION AGREEMENT BETWEEN DUPAGE COUNTY AND MERCY HOUSING ILLINOIS LLC TO TRANSFER AND MODIFY MORTGAGES FOR PROJECT RRP-2018-01

WHEREAS, DuPage County has participated in the Rental Rehabilitation Program since 1984; and

WHEREAS, the FY'87 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc. a loan in the amount of $35,000.00 for project RRP-001 on October 11, 1988 under resolution CD-CDC-40-88; and

WHEREAS, the FY'87 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc. a loan in the amount of $25,000.00 for project RRP-002 on October 11, 1988 under resolution CD-CDC-41-88; and

WHEREAS, the FY'87 and FY'88 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc., a loan in the amount of $10,248.00 for project RRP-003 on May 9, 1989 under Resolution DC-0021-89, and an Agreement Modification approved on February 13, 2018 under Resolution DC-0008-90 decreasing the amount to $9,940.50; and

WHEREAS, the FY'88 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc., a loan the amount of $12,610.00 under Resolution CD-0022-89 for Project RRP-004 dated May 9, 1989, and an Agreement Modification approved under Resolution DC-0009-90 on February 13, 1990 decreasing the amount to $12,154.80; and

WHEREAS, the FY'88 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc., in a loan in the amount of $10,525.00 for project RRP-005 on May 9, 1989 under Resolution DC-0023-89 and an Agreement Modification approved under Resolution DC-0010-90 on February 13, 1990 decreasing the amount to $10,060.50; and

WHEREAS, the FY’88 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc., a loan in the amount of $14,305.00 for project RRP-006 on May 9, 1989 under Resolution DC-0024-89, and an Agreement Modification approved on February 13, 1990 under Resolution DC-0011-90 decreasing the amount to $14,261.85; and

WHEREAS, the FY’88 Rental Rehabilitation Program is provided funding to Franciscan Ministries, Inc. a loan in the amount of $35,055.00 for project RRP-008 on September 12, 1989 under resolution DC-0049-89; and

WHEREAS, the FY’88 Rental Rehabilitation Program is provided funding to Franciscan Ministries, Inc. a loan in the amount of $34,221.00 for project RRP-009 on September 12, 1989 under resolution DC-0050-89; and

WHEREAS, At the April 3, 2018 Home Advisory Group Meeting, an approval to modify and transfer the mortgages from projects RRP-001, RRP-002, RRP-003, RRP-004, RRP-005, RRP-006, RRP-008, and RRP-009 from Franciscan Ministries to Mercy Housing Illinois LLC approved by the Home Advisory Group on April 3, 2018 and the County Health & Human Services Committee on July 10, 2018; and

WHEREAS, Agreement RRP-2018-01 was prepared and has been approved by MERCY
Resolution
HHS-R-0242-18

HOUSING ILLINOIS LLC; and

WHEREAS, Mercy Housing Illinois LLC has approved the attached Rental Rehabilitation Program Loan Agreement with the County covering the terms of loans; and

NOW, THEREFORE, BE IT RESOLVED that Agreement RRP-2018-01 between COUNTY and MERCY HOUSING ILLINOIS LLC, hereby 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 Loan Modifications on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto.

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Melissa Clayton, Senior Vice President of Portfolio Management, Mercy Housing Illinois LLC, 120 S. LaSalle St., Ste. 1850 Chicago, IL 60603, and the DuPage Community Development Commission.

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the attached 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

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________________
PAUL HINDS, COUNTY CLERK
To: Greg Hart, Chairman and Committee Members  
Health and Human Services  

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

Date: June 25, 2018  

RE: Transfer and Reclassification of Liens from Franciscan Ministries to Mercy Housing  

Background: This item was approved by the Home Advisory Group on April 3, 2018.  

DuPage County provided $175,693 in Rental Rehabilitation Program (RRP) funds to Franciscan Ministries for the rehabilitation of 65 scattered site affordable units throughout DuPage County. The projects were completed between 1988 and 1990 and a deferred mortgage was placed on each property with full payment due if the property were to be sold or transferred. A full list of the properties can be found below.

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City, State</th>
<th>Lien #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>706 Roy Ave</td>
<td>Villa Park, IL</td>
<td>R1988-117689 (Trust Deed)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>305 S. Lodge</td>
<td>Lombard, IL</td>
<td>R1988-117688 (Trust Deed)</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>698-700 Roy Drive</td>
<td>Villa Park, IL</td>
<td>R1990-024565 (Trust Deed Modification)</td>
<td>$9,940.50</td>
</tr>
<tr>
<td>694 Roy Drive</td>
<td>Villa Park, IL</td>
<td>R1990-024561 (Trust Deed Modification)</td>
<td>$12,154.80</td>
</tr>
<tr>
<td>702-704 Roy Drive</td>
<td>Villa Park, IL</td>
<td>R1990-024562 (Trust Deed Modification)</td>
<td>$10,060.50</td>
</tr>
<tr>
<td>618 S. Wisconsin</td>
<td>Addison, IL</td>
<td>R1990-024563 (Trust Deed Modification)</td>
<td>$14,261.85</td>
</tr>
<tr>
<td>1306 Roosevelt Rd</td>
<td>Wheaton, IL</td>
<td>R1989-114312 (Trust Deed)</td>
<td>$35,055.00</td>
</tr>
<tr>
<td>1310 E. Roosevelt Rd</td>
<td>Wheaton, IL</td>
<td>R1989-114313 (Trust Deed)</td>
<td>$34,221.00</td>
</tr>
</tbody>
</table>

Franciscan Ministries is in the process of shifting operations from owning and maintaining affordable housing to focusing on programs for clients such as senior living and skilled nursing communities, in-home programs, domestic violence shelters and educational support programs for urban and underprivileged young women. Franciscan Ministries has agreed to donate a number of residential properties to Mercy Properties as part of furthering the mission of affordable housing.

Mercy Housing is one of the nation’s largest affordable housing organizations and participates in the development, preservation, management and/or financing of affordable, program-enriched housing across the country in 41 states. Mercy Housing serves a variety of populations with housing projects for low-income families, seniors and people with special needs.
Mercy Housing will also place income restrictions on all 65 units, requiring new tenants to have an income below 60% MFI. Current tenants that do not meet the income restrictions will not be required to relocate.

Mercy Housing also obtained a third-party Property Condition Report for each of the properties, which identified projected capital needs for the properties over the next ten to twelve years. Based on this information, Mercy Housing intends to invest between $150,000 and $200,000 of its own funds within the first year of operations to make capital improvements to the properties. After closing, Mercy Housing will devise a written capital needs plan prioritizing the use of its cash investment to address the most urgent capital needs, maintain occupancy, and improve curb appeal at the properties. No additional funding for rehabilitation has been requested from Mercy Housing as part of this transaction.

CDC staff has reviewed the terms of the mortgages, the useful life of rehabilitation, preservation of affordable housing, additional investment for rehabilitation, and average cost per property and unit to recommend the transfer and reclassification of each mortgage from a deferred mortgage to a 10-year forgivable mortgage. 65 affordable housing units will be maintained without the use of additional grant funding, and the length and type of loan is more in line with how the Community Development Commission currently awards funding. The County’s total past investment in these properties calculates to just under $2,700 per unit. A forgivable mortgage on each property will ensure an additional 10 years of eligible use while still authorizing DuPage County to recapture funds should the property be sold within a 10-year period.

**Recommendation**: The Home Advisory Group recommends the transfer and reclassification of liens from Franciscan Ministries to Mercy Housing from deferred to 10-year forgivable loans.

Additionally, staff requests that the Director of Community Services be authorized to sign any documents necessary to transfer and reclassify the liens.

If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
COMMUNITY DEVELOPMENT COMMISSION AGREEMENT BETWEEN DUPAGE COUNTY AND MERCY HOUSING ILLINOIS LLC TO TRANSFER AND MODIFY MORTGAGES FOR PROJECT RRP-2018-01

This AGREEMENT is entered into as of the 17th day of July, 2018, by and between the COUNTY OF DU PAGE, Illinois, a body corporate and politic of the State of Illinois ("COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187, and MERCY HOUSING ILLINOIS LLC, an Illinois Not-for-Profit Corporation ("SUBGRANTEE") with offices at 120 S. LaSalle St., Ste. 1850 Chicago, IL 60603.

RECITALS

WHEREAS, DEVELOPER possesses the legal authority to execute an agreement to undertake the activity described herein and the persons executing this AGREEMENT, have full authority to do so; and

WHEREAS, the COUNTY and DEVELOPER enter into this Agreement pursuant to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

WHEREAS, DuPage County has participated in the Rental Rehabilitation Program since 1984; and

WHEREAS, the FY'87 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc., a loan in the amount of $35,000 for project RRP-001 on October 11th, 1988 under resolution CD-CDC-40-88; and

WHEREAS, the FY'87 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc. a loan in the amount of $25,000 for project RRP-002 on October 11th, 1988 under resolution CD-CDC-41-88; and

WHEREAS, the FY'87 and FY'88 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc. a loan in the amount of $10,248 for project RRP-003 on May 9th, 1989 under resolution DC-0021-89; and

WHEREAS, the FY'87 and FY'88 Rental Rehabilitation Program was provided funding to Franciscan Ministries, Inc. and a modification was completed on February 13th, 1990 to modify the RRP-003 to decrease funding to $9,940.50 under resolution DC-0008-90; and

WHEREAS, the FY'88 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc. a loan in the amount of $12,610 for project RRP-004 on May 9, 1989 under resolution DC-0022-89; and

WHEREAS, the FY'88 Rental Rehabilitation Program was provided funding to Franciscan Ministries, Inc. and a modification was completed on February 13, 1990 to modify the RRP-004 to decrease funding to $12,154.80 under resolution DC-009-90; and
WHEREAS, the FY’88 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc. a loan in the amount of $10,525 for project RRP-005 on May 9th, 1989 under resolution DC-0023-89; and

WHEREAS, the FY’88 Rental Rehabilitation Program was provided funding to Franciscan Ministries, Inc. and a modification was completed on February 13th, 1990 to modify the RRP-005 to decrease funding to $10,060.50 under resolution DC-0010-90; and

WHEREAS, the FY’88 Rental Rehabilitation Program provided funding to Franciscan Ministries, Inc. a loan in the amount of $14,305 for project RRP-006 on May 9th, 1989 under resolution DC-0024-89; and

WHEREAS, the FY’88 Rental Rehabilitation Program was provided funding to Franciscan Ministries, Inc. and a modification was completed on February 13th, 1990 to modify the RRP-006 to decrease funding to $14,261.85 under resolution DC-0011-90; and

WHEREAS, the FY’88 Rental Rehabilitation Program is provided funding to Franciscan Ministries, Inc. a loan in the amount of $35,055 for project RRP-008 on September 12th, 1989 under resolution DC-0049-89; and

WHEREAS, the FY’88 Rental Rehabilitation Program is provided funding to Franciscan Ministries, Inc. a loan in the amount of $34,221 for project RRP-009 on September 12th, 1989 under resolution DC-0050-89; and

WHEREAS, At the April 3, 2018 Home Advisory Group Meeting, an approval to modify and transfer the mortgages from projects RRP-001, RRP-002, RRP-003, RRP-004, RRP-005, RRP-006, RRP-007, and RRP-008 from Franciscan Ministries to Mercy Housing Illinois LLC approved by the Home Advisory Group on April 3, 2018 and the Health & Human Services Committee on July 10, 2018, and approved by the DuPage County Board on July 17, 2018; and

WHEREAS, COUNTY and SUBGRANTEE enter into this Agreement pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable Federal and State statutes.

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

I. INCORPORATION AND CONSTRUCTION

A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

B. The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and this shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
II. SCOPE OF THE PROJECT

A. SUBGRANTEE hereby agrees to perform, in a timely fashion, the following activity:


III. AMOUNT AND TERMS OF GRANT

A. The COUNTY shall release the current loans against said properties and transfer new 10-year forgivable mortgages to SUBGRANTEE, please see the below breakdown:

<table>
<thead>
<tr>
<th>Property</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>-706 Roy Ave. Villa Park</td>
<td>$25,000</td>
</tr>
<tr>
<td>-305 S. Lodge, Lombard</td>
<td>$35,000</td>
</tr>
<tr>
<td>-698-700 Roy Drive, Villa Park</td>
<td>$9,940.50</td>
</tr>
<tr>
<td>-694 Roy Drive, Villa Park</td>
<td>$12,154</td>
</tr>
<tr>
<td>-702-704 Roy Drive, Villa Park</td>
<td>$10,060</td>
</tr>
<tr>
<td>-618 S. Wisconsin, Addison</td>
<td>$14,261</td>
</tr>
<tr>
<td>-1306 Roosevelt Rd., Wheaton</td>
<td>$35,055</td>
</tr>
<tr>
<td>-1310 E. Roosevelt Rd., Wheaton</td>
<td>$34,221</td>
</tr>
</tbody>
</table>

If a property is sold or transferred within the 10-year affordability period, full payback of the loan will be required and can be made payable to the Community Development Commission. Each unit shall be income certified at the time of move in not to exceed 60% of the median family income of the Chicago-Naperville-Joliet Metropolitan Statistical Area (“MSA”) as published by HUD from time to time, adjusted for family size. Households shall be determined to be income-eligible households using the IRS Form 1040 Adjusted Gross Income definition method of income calculation. After a 10-year period of compliance, the forgivable mortgages will be released, and no payback will be required.

B. This PROJECT shall be identified as CDC Agreement No. **RRP-2018-01**. This identifying number shall be used by SUBGRANTEE on legal documents.

IV. SUBGRANTEE’S COMPLIANCE WITH THE ACT

A. SUBGRANTEE, in performing under this Agreement, shall:

1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age, handicap or national origin, nor otherwise commit an unfair employment practice; and

2. Take affirmative action to insure that applicants are employed without regard to
race, creed, color, sex, age, handicap or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, termination, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

B. SUBGRANTEE agrees and authorizes DuPage County Community Development Commission and the Department of Housing and Urban Development to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with these provisions. SUBGRANTEE agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

C. SUBGRANTEE agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBGRANTEE in the Project or payments made pursuant to this Agreement.

D. SUBGRANTEE agrees that to the best of their knowledge, neither the Project nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.

E. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”). SUBGRANTEE shall submit to the COUNTY one copy of said audit report. SUBGRANTEE shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBGRANTEE relating to its performance under the Agreement.

F. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this Agreement.

V. ADMINISTRATION AND REPORTING REQUIREMENTS

A. SUBGRANTEE shall administrate the Grant Funds in conformance with the regulations, policies, guidelines and requirements of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 (“Super Circular”) as it relates to the acceptance and use of federal funds for the PROJECT.

VI. TERMINATION OF AGREEMENT OR REPAYMENT OF LOANS

A. During the implementation of the PROJECT, COUNTY may terminate this Agreement or may request payment of Grant Funds from SUBGRANTEE for SUBGRANTEE’s...
substantial breach of the Agreement, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBGRANTEE of this Agreement.

B. During the implementation of the PROJECT, the COUNTY may request payments of Grant Funds, due to use of funds in a manner unrelated to SUBGRANTEE's performing the PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation for a claim; submission by SUBGRANTEE of incorrect or incomplete reports, or SUBGRANTEE's suspension of its pursuit of the PROJECT.

C. In the event COUNTY elects to terminate this Agreement or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section VI, it shall notify the SUBGRANTEE, in writing, of such action, specifying the particular deficiency, at least five (5) working days in advance of any such action and establishing a time and a place for the SUBGRANTEE to refute the alleged deficiency at a time prior to COUNTY's taking such action. After allowing the SUBGRANTEE the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may request payment of the Grant Funds until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBGRANTEE of its liability to the COUNTY for any funds received or transferred in violation of any of the terms of this Agreement.

VII. REMEDIES

A. In the event of any violation or breach of this Agreement by SUBGRANTEE, misuse or misapplication of funds derived from this Agreement by SUBGRANTEE, or any violation of any statutes, rules and regulations, directly or indirectly, by the SUBGRANTEE and/or any of its agents or representatives, then SUBGRANTEE, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys' fees and other costs of defense, resulting from such action or omission by SUBGRANTEE.

B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section VII, then the SUBGRANTEE shall immediately notify the COUNTY, in writing, providing the full details of the alleged violation. The SUBGRANTEE shall have the right to contest the claim through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBGRANTEE and the federal agency, the SUBGRANTEE shall promptly pay any funds found due and owing.

C. As long as the COUNTY is not in jeopardy of losing any other federal funding, of any kind or description, as a result of the alleged breach, the SUBGRANTEE shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as the COUNTY is indemnified.
D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the Grant Funds, as a result of any alleged violation subject to the remedy provisions hereof, the SUBGRANTEE shall repay, upon demand by the COUNTY, such amount of Grant Funds allegedly due, as a result of the alleged breach, and the SUBGRANTEE may then pursue any remedy it may have in an appropriate forum.

VIII. TIMELINESS

A. Time is of the essence of this Agreement. SUBGRANTEE shall be responsible for providing affordable housing by meeting the target dates listed in the Progress Schedule in below. Failure to achieve these deadlines may result in repayment of funds.

<table>
<thead>
<tr>
<th>Progress Schedule</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 50% of affordability completed</td>
<td>7/1/2023</td>
</tr>
<tr>
<td>2. 100% of affordability completed</td>
<td>7/1/2028</td>
</tr>
</tbody>
</table>

B. SUBGRANTEE shall provide affordable housing for the addresses listed within this agreement until 7/1/2028.

IX. MISCELLANEOUS PROVISIONS

A. AMENDMENTS - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed change in this Agreement shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this Agreement shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.

B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This Agreement is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this Agreement.

C. ATTORNEY’S OPINION - If requested, SUBGRANTEE shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this Agreement, in a manner binding upon SUBGRANTEE, have been taken by SUBGRANTEE, and that SUBGRANTEE is in compliance with applicable local, state and federal statues, rules and regulations for the purpose of complying with this Agreement.

D. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of affordability required by federal regulations under the ACT.

E. INDEMNIFICATION AND HOLD HARMLESS - SUBGRANTEE shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and
its employees from all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBGRANTEE, its agents or employees, in undertaking and performing under this Agreement. The SUBGRANTEE does not hereby waive any defenses or immunity available to it with respect to third parties.

F. SEVERABILITY – 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.

G. DISCLAIMER. Nothing in this AGREEMENT is to be construed as creating a partnership between the CDC and any other party to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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:  MERCY HOUSING ILLINOIS LLC, an Illinois Not-for-Profit Corporation

ADDRESS:  120 S. LaSalle St., Ste. 1850 Chicago, IL 60603

BY:  
Melissa Clayton,  
Senior Vice President of Portfolio Management  
Mercy Housing Illinois LLC

DATE:  

ATTEST:  
Signature  
Printed Name  
Title
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: 6/27/18
MinuteTraq (IQM2) ID #: 12938

Vendor: GrantAnalyst.com LLC dba ZoomGrants
Vendor #: 22884
Contract
Term: 07/01/18 - 06/30/19
Contract
Total: 10,500

Dept: Community Development
Contact: Jennifer Chan
Phone: 630-407-6493
Assigned Committee: HHS

Description of Procurement/Scope of Work/Background
Subscription for web-based grant application service in the amount of $10,500.00. This is the third modification to the five-year agreement.

Reason for Procurement
Most funders now utilize a web-based grant application process. This allows for better and more transparent retention of information, tracking, and historical data on funding decisions and outcomes, and better documentation of compliance for various sources of funding.

FUNDING SOURCE
☑ Procurement budgeted for (FY and budget code(s)): FY18 5000-1440-53090, 5000-1440-53090, 5000-1510-53090 and 1000-1750-53090
☐ 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 # _________ ☐ 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:

☐ 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 # __________________________

DECISION MEMO REQUIRED

PREPARED BY AND APPROVAL(S) (Initials Only)

SNC
Jun 18, 2018

Recommended for Approval Date
If Approval, if required Date

REVIEWED BY (Initials Only)

Buyer 7-2-18 7-2-18
Procurement Officer

Chief Financial Officer (Decision Memos Over $25,000) 7-2-18
Chairman's Office (Decision Memos Over $25,000)

# Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** GrantAnalysts.com LLC dba ZoomGrants
  - Vendor #: 22884
- **Attn:** Geoff Hamilton
  - Email: martin.greenlee@zoomgrants.com
- **Address:** 44 Cook St. #100
- **City:** Denver
  - State: CO
  - Zip: 80206
- **Phone:** 866-323-5404

### Send Invoices To:
- **Dept:** Community Services
  - Division: CDC
- **Attn:** Jennifer N. Chan
  - Email: jennifer.chan@dupageco.org
- **Address:** 421 N. County Farm Road
  - Room: 2-800
- **City:** Wheaton
  - State: IL
  - Zip: 60187
- **Phone:** 630-407-6459

### Send Payments To:
- **Vendor:** GrantAnalysts.com LLC dba ZoomGrants
  - Vendor #: 22884
- **Attn:** Geoff Hamilton
  - Email: geoff.hamilton@zoomgrants.com
- **Address:** 44 Cook St. #100
- **City:** Denver
  - State: CO
  - Zip: 80206
- **Phone:** 866-323-5404

### Ship To:
- **Dept:** Community Services
  - Division: CDC
- **Attn:** Jennifer N. Chan
  - Email: jennifer.chan@dupageco.org
- **Address:** 421 N. County Farm Road
  - Room: 2-800
- **City:** Wheaton
  - State: IL
  - Zip: 60187
- **Phone:** 630-407-6459

### Payment Terms
- **Use for:** PO25 only

### F.O.B.
- **Destination:**
  - **PO 20 Delivery Date:**
  - **Requisitioner:**

### Use for Contract Administrator

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<th>Qty</th>
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<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Accts Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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<th>Extension</th>
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<td>EA</td>
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<td>1440</td>
<td>53090</td>
<td>CD18Admin</td>
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<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $10,500.00

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

Please return a copy of the Purchase Order to Christine Pedersen in Community Development, Michelle Tunk in Finance and Karen Gracyzk in Community Services

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

cc Major Fletcher

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

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 84
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:</th>
<th>Community Svcs, Community Development Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:jennifer.chan@dupageco.org">jennifer.chan@dupageco.org</a></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>Jennifer N. Chan</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>630-407-6459</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>GrantAnalyst.com LLC dba ZoomGrants</td>
</tr>
<tr>
<td>Vendor #:</td>
<td>22884</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.
Purchase of subscription and license renewal for web-based grant application in the amount of $10,500.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
This is the 3rd, one-year renewal of a five-year agreement. Community Services Department runs a minimum of 4 application processes each year for its Federal HUD Programs, the County’s Human Services Grant Fund Program, and in its role as Lead Agency for the Continuum of Care, the CoC grant. The web-based application provides easier access to application materials thus reducing strain on staff resources as well as the applying agency.

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.
The web-based application provides easily accessible paperless application submission for agencies applying for funding. The agencies no longer are required to physically come to the County and turn in a physical application.

Source Selection/Vetting Information - Describe method used to select source.
This is the 3rd, one-year renewal of the five-year agreement.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Community Services Staff would have limited time to revert to paper applications if this is not approved. County efficiency would suffer.

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 annual membership fee of $2,500.00 and software subscription fee of 2,000 for each funding round offered. The cost of the 2018 Program Year approximately 10,500.00 is grant funded to be paid through the CDBG Account 5000-1440-53806-CD18Admin-53806 & 5000-1440-53090-CD18Admin-53090, the Continuum of Care 5000-1510-53090-HUDPLNG16-53090 and Human Services Grant Fund 1000-1750-53090.
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 $25,000 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: Geoff Hamilton
Title: CEO
Date: Jun 14, 2018

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

GrantAnalyst.com LLC (dba ZoomGrants)
44 Cook St #100 • Denver • Colorado • 80206
(866) 323-5404 • www.zoomgrants.com

AND

County of DuPage
421 N. County Farm Road • Wheaton • Illinois • 60187

WHEREAS, the COUNTY OF DUPAGE, a body politic and corporate, wants to extend and modify the Agreement dated June 27th, 2015 with GrantAnalyst.com, LLC (dba "ZoomGrants"); and

WHEREAS, costs outlined in original agreement remain the same, with the understanding that should additional RFP/Programs are added to the account a fee of $2,000 each will be charged; and

WHEREAS, this modification fulfills year three of a five-year term.

NOW, THEREFORE the mutual parties hereby agree to a one-year extension of above referenced agreement effective July 1, 2018 through June 30, 2019.

DuPage County, a body politic in the State of Illinois

By:

Daniel J. Cronin, Chairman
DuPage County Board

Date: ____________________________

Attest: ____________________________

Paul Hinds
County Clerk

GrantAnalyst, LLC dba ZoomGrants

Authorized Signer

Date

Printed Name

Title

ZoomGrants.com • 44 Cook Street Suite 100 Denver, CO 80206 • 866.323.5404
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 to Joerns, LLC, for rental of fluid immersion simulation system beds, for the DuPage Care Center, for the period August 9, 2018 through August 8, 2019.

NOW, THEREFORE BE IT RESOLVED, that County requisition, covering said, Joerns, LLC, for rental of fluid immersion simulation system beds, for the DuPage Care Center, for the period August 9, 2018 through August 8, 2019, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Joerns, LLC, 19748 Dearborn Street, Chatsworth, California 91311, for a contract total amount not to exceed $26,400.00, per renewal under bid #17-110-GV, first of three one-year optional renewals.

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE 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>
</tr>
</thead>
<tbody>
<tr>
<td>June 25, 2018</td>
<td>$26,400.00</td>
<td>AUGUST 9, 2018 - AUGUST 8, 2019</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- **Karen Graczyk**
  - Completed 06/25/2018 12:29 PM

- **Janelle Chadwick**
  - Completed 06/25/2018 1:26 PM

- **Kathy Ostrowski**
  - Completed 06/26/2018 11:16 AM

- **James McGuire**
  - Completed 06/26/2018 5:03 PM

- **Paul Rafac**
  - Completed 06/27/2018 6:12 PM

- **Kathy Ostrowski**
  - Completed 06/28/2018 11:56 AM

- **Health & Human Services**
  - Pending 07/10/2018 10:15 AM

- **Finance Committee**
  - Pending 07/17/2018 8:00 AM

- **County Board**
  - Pending 07/17/2018 10:00 AM
Procurement Review Checklist

Vendor: Joerns, LLC
Vendor #: 27216-P1
Contract #: August 9, 2018 - August 8, 2019
Contract Total: $26,400.00

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

Assigned Committee: Health and Human Services

Description of Procurement/Scope of Work/Background
Joern trilo 36 Bed Frame with dolphin fluid immersion simulation system (approved equal) for the DuPage Care Center, for the period of August 9, 2018 through August 8, 2019, per low bid #17-110-GV, first of three year optional renewals.

Reason for Procurement
Fluid immersion simulation technology creates an optimal immersion and envelopment profile based on measurement and response to specific patient body mass and contour. This creates a near neutrally buoyant state, by simulating the effects of a body immersed in a fluid medium. This technology provides patients with relief from bed pressure sores.

FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1200-2050-53410
- Add'l Information

DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # ______________ (QUOTE $25,000, BID $25,000; attach Tabulation)
- RENEWAL, Inter Bid # 17-110-GV ______________ [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:

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)

cdk
Prepared By
Date
Recommended for Approval
Date
IT Approval, if required
Date

REVIEWED BY (Initials Only)

Procurement Officer
Date
Chairman's Office
Date

Chief Financial Officer
(Decision Memos Over $25,000)
Date

Packet Pg. 90
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Joerns LLC  
  **Vendor #:**  
- **Attn:** Andrew Woolner  
  **Email:** andrew.woolner@joerns.com  
- **Address:** 19748 Dearborn Street  
  **City:** Chatsworth  
  **State:** CA  
  **Zip:** 91311  
- **Phone:** 800-966-6662  
  **Fax:** 800-232-9796

**Send Invoices To:**
- **Vendor:** Joerns LLC  
  **Vendor #:**  
- **Attn:** Clementine Nelson  
  **Email:** clementine.nelson@dupageco.org  
- **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
- **Phone:** 630-784-4251  
  **Fax:**

**Send Payments To:**
- **Vendor:** Joerns LLC  
  **Vendor #:**  
- **Attn:** Andrew Woolner  
  **Email:** andrew.woolner@joerns.com  
- **Address:** 19748 Dearborn Street  
  **City:** Chatsworth  
  **State:** CA  
  **Zip:** 91311  
- **Phone:** 800-966-6662  
  **Fax:** 800-232-9796

**Ship To:**
- **Dept:** DuPage Care Center  
  **Division:** Nursing  
- **Attn:** Clementine Nelson  
  **Email:** clementine.nelson@dupageco.org  
- **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
- **Phone:** 630-784-4251  
  **Fax:**

**Payment Terms:**
- **F.O.B:**  
- **PO 20 Delivery Date:**  
- **Requisitioner:** Christine Kliebhan

<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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Joern triLo 36 Bed frame with dolphin fluid Immersion Simulation System (approved equal)</td>
<td>1200 2050 53410</td>
<td>1200</td>
<td>2050</td>
<td>53410</td>
<td>26,400.00</td>
<td>26,400.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $26,400

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
Joern TriLo 36 Bed frame with Dolphin fluid immersion simulation system (approved equal) for the DuPage Care Center, for the period of August 9, 2018 through August 8, 2019, per low bid #17-110-GV, first of three one-year optional 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):
July 10, 2018  HHS  
July 17, 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</th>
<th>Joerns LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>700-876-0270 x1705</td>
</tr>
<tr>
<td>Contact Email</td>
<td><a href="mailto:andrew.woolner@joerns.com">andrew.woolner@joerns.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 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 years 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

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

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

<table>
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<tr>
<th>Lobbyists, Agents and Representatives and all Individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
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<th>Email</th>
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- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the option/expiration 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.dupagecounty.com/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name

Andrew Woolner

Title

Contracting Mgr.

Date

6/19/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (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 Joerns, LLC of 19748 Dearborn St, Chatsworth, CA 91311, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid 17-110 which became effective August 9, 2017, and which will expire August 8, 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 August 9, 2018, and expires August 8, 2019 contingent upon any applicable Parent Committee and County Board approval.

JOERNS, LLC
Signature on File - 6/19/18
Signature
Andrew Warbur
Printed Name
Contracting Mgr.
Printed Title

COUNTY OF DU PAGE, ILLINOIS
Signature on File - 6/19/18
Signature
Glenda Vasak
Buyer II

Packet Pg. 93
Requisition under 25k dollars
2018-164
**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>June 25, 2018</td>
<td>$5,684</td>
<td>JULY 11, 2018 - NOVEMBER 30, 2018</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Completed Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>06/25/2018 12:24 PM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>06/25/2018 1:23 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>06/26/2018 8:27 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>06/26/2018 11:33 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>06/27/2018 6:09 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>06/28/2018 12:00 PM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>07/10/2018 10:15 AM</td>
</tr>
</tbody>
</table>
## Procurement Review Checklist

### Vendor Information
- **Vendor:** Direct Supply
- **Vendor #:** 10586
- **Contract Term:** July 11, 2018 - November 30, 2018
- **Contract Total:** $5,684.00

### Dept.
- **DuPage Care Center**

### Contact Information
- **Contact:** Karen Cerny
- **Phone:** 630-784-4402

### Description of Procurement/Scope of Work/Background
- Wheelchair and cushions for the Physical Therapy Department at the DuPage Care Center, per sole quote #18-152-GV.

### Reason for Procurement
- Replacement wheelchair and cushions for the Physical Therapy Department at the DuPage Care Center.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1200-2060-52000

### DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # 18-152-GV (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 I LCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 I LCS 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 I LCS 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**
- **Approved**
- **Recommended for Approval**
- **IT Approval, if required**

### REVIEWED BY (Initials Only)
- **Buyer**
- **Procurement Officer**
- **Chief Financial Officer**

---

**Rev 1.8**

**Packet Pg. 96**
## Purchase Requisition

**Procurement Services Division**

**Date:**

**MinuteTraq (IQM2) ID #:** 12976

**Department Req #:** 7

**RFP, Bid or Quote #:** Q18-152

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Direct Supply</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Physical Therapy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 10586</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn: Andy Bach</td>
<td>Attn: Karen Cerny</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:andy.bach@directsupply.com">andy.bach@directsupply.com</a></td>
<td>Email: <a href="mailto:karen.cerny@dupageco.org">karen.cerny@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: 6767 North Industrial Road</td>
<td>Address: 400 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Milwaukee</td>
<td>City: Wheaton</td>
<td></td>
</tr>
<tr>
<td>State: WI Zip: 53223</td>
<td>State: IL Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 800-634-7328</td>
<td>Phone: 630-784-4402</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Vendor: Direct Supply</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Physical Therapy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 10586</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn: Accounts Payable</td>
<td>Attn: Karen Cerny</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td>Email: <a href="mailto:karen.cerny@dupageco.org">karen.cerny@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: PO Box 988201</td>
<td>Address: 400 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Milwaukee</td>
<td>City: Wheaton</td>
<td></td>
</tr>
<tr>
<td>State: WI Zip: 53288</td>
<td>State: IL Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 414-358-2805</td>
<td>Phone: 630-784-4402</td>
<td></td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Direct Supply</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Physical Therapy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 10586</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn: Accounts Payable</td>
<td>Attn: Karen Cerny</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td>Email: <a href="mailto:karen.cerny@dupageco.org">karen.cerny@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: PO Box 988201</td>
<td>Address: 400 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Milwaukee</td>
<td>City: Wheaton</td>
<td></td>
</tr>
<tr>
<td>State: WI Zip: 53288</td>
<td>State: IL Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 414-358-2805</td>
<td>Phone: 630-784-4402</td>
<td></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 Destination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use for Contract Administrator</td>
<td>Contract Start Date: July 11, 2018</td>
<td></td>
</tr>
<tr>
<td>Use for Contract End Date: Nov 30, 2018</td>
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<td></td>
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</table>

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extensor |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>EA</td>
<td>Invacare 9000XDT</td>
<td>Wheelchair - 20” x 18” with adjustable height back, adjustable seat to floor height, detachable adjustable height arm rests, and rear anti-tippers.</td>
<td>1200</td>
<td>2060</td>
<td>520000</td>
<td></td>
<td></td>
<td>725.00</td>
<td>2,175</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>EA</td>
<td>invacare Tracer SX-5</td>
<td>high-back reclining wheelchair with nylon seat 16” x 16” reclining wheelchair, height adjustable seat to floor with detachable full length height adjustable arm rests, with elevating leg rests, front locks, and rear anti-tippers</td>
<td>1200</td>
<td>2060</td>
<td>520000</td>
<td></td>
<td></td>
<td>355.00</td>
<td>676</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>invacare Tracer SX-5</td>
<td>highback reclining wheelchair with nylon seat with 300 lb weight capacity 18” x 18” height adjustable seat to floor with detachable full length height adjustable arm rests, with elevating leg rests, front locks and rear anti-tippers and front locks.</td>
<td>1200</td>
<td>2060</td>
<td>520000</td>
<td></td>
<td></td>
<td>385.00</td>
<td>385</td>
</tr>
<tr>
<td>4</td>
<td>2</td>
<td>EA</td>
<td>invacare Tracer SX-5</td>
<td>highback reclining wheelchair with nylon seat 20” x 18” 300 lb weight capacity, height adjustable floor to seat with detachable full length height adjustable arms, with elevating leg rests, front locks, and rear anti-tippers.</td>
<td>1200</td>
<td>2060</td>
<td>520000</td>
<td></td>
<td></td>
<td>415.00</td>
<td>83C</td>
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### Notes:

<table>
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<tr>
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<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>5</td>
<td>24</td>
<td>EA</td>
<td>Comfort Co.473-1816 EC</td>
<td>18&quot;x16&quot;x3&quot; high density foam wheelchair cushion with low shear nylon, and buckle strap</td>
<td>1200</td>
<td>2060</td>
<td>52000</td>
<td></td>
<td></td>
<td>33.00</td>
<td>792.00</td>
</tr>
<tr>
<td>6</td>
<td>8</td>
<td>EA</td>
<td>Comfort Co.473-1818 EC</td>
<td>18&quot;x18&quot;x3&quot; high density foam wheelchair cushion with low shear nylon, and buckle strap</td>
<td>1200</td>
<td>2060</td>
<td>52000</td>
<td></td>
<td></td>
<td>33.00</td>
<td>264</td>
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<tr>
<td>7</td>
<td>5</td>
<td>EA</td>
<td>Comfort Co.473-1816 EC</td>
<td>16&quot;x16&quot;x3&quot; high density foam wheelchair cushion with low shear nylon, and buckle strap</td>
<td>1200</td>
<td>2060</td>
<td>52000</td>
<td></td>
<td></td>
<td>32.00</td>
<td>16€</td>
</tr>
<tr>
<td>8</td>
<td>6</td>
<td>EA</td>
<td>Comfort Co.473-2018 EC</td>
<td>20&quot;x18&quot;x3&quot; high density foam wheelchair cushion with low shear nylon, and buckle strap</td>
<td>1200</td>
<td>2060</td>
<td>52000</td>
<td></td>
<td></td>
<td>34.00</td>
<td>20€</td>
</tr>
<tr>
<td>9</td>
<td>6</td>
<td>EA</td>
<td>Comfort Co.473-2016 EC</td>
<td>20&quot;x16&quot;x3&quot; high density foam wheelchair cushion with low shear nylon, and buckle strap</td>
<td>1200</td>
<td>2060</td>
<td>52000</td>
<td></td>
<td></td>
<td>34.00</td>
<td>20€</td>
</tr>
</tbody>
</table>

Requisition Total $ 5,684

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
Wheelchairs and cushions for the Physical Therapy Department at the DuPage Care Center per sole quote #18-152-GV.

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):
13 invitations sent
3 documents were requested
2 quotes were received from Direct Supply and Alco Sales
DV Jahn sent a no quote response

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
July 10, 2018 HHS Committee
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 refers 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 $35,000, 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>Add. 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 or vendor bid and shall update such disclosure with any changes that may occur.

<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/County/Procurement/Policies

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

Authorized Signature: [Signature on File]

Printed Name: [Signature on File]

Title: [Signature on File]

Date: [Signature on File]
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>DIRECT SUPPLY</th>
<th>ALCO SALES &amp; SERVICE CO</th>
</tr>
</thead>
<tbody>
<tr>
<td>STANDARD WHEELCHAIR - 20&quot; X 18&quot; ADJUSTABLE WHEELCHAIR WITH DETACHABLE DESK</td>
<td>3</td>
<td>$725.00</td>
<td>$828.25</td>
</tr>
<tr>
<td>ARMRESTS AND A HEIGHT ADJUSTABLE BACK WITH ELEVATING LEGRESTS AND ANTI-TIPPERS. 300# WEIGHT CAPACITY</td>
<td></td>
<td>$2,175.00</td>
<td>$2,487.75</td>
</tr>
<tr>
<td>HIGH-BACK RECLINING WHEELCHAIR WITH NYLON SEAT 16&quot; X 16&quot; 250 LB WEIGHT CAPACITY 16&quot; X 16&quot; HEIGHT ADJUSTABLE SEAT TO FLOOR WITH DETACHABLE FULL LENGTH HEIGHT ADJUSTABLE ARMS WITH ELEVATING LEGRESTS AND REAR ANTI-TIPPERS, ADJUSTABLE SEAT TO FLOOR HEIGHT, FRONT LOCKING</td>
<td>2</td>
<td>$835.00</td>
<td>$1,220.10</td>
</tr>
<tr>
<td>HIGHBACK RECLINING WHEELCHAIR WITH NYLON SEAT WITH 300 LB WEIGHT CAPACITY 16&quot; X 16&quot; HEIGHT ADJUSTABLE SEAT TO FLOOR WITH DETACHABLE FULL LENGTH HEIGHT ADJUSTABLE ARMS WITH ELEVATING LEGRESTS AND REAR ANTI-TIPPERS AND FRONT LOCKS</td>
<td>1</td>
<td>$385.00</td>
<td>$385.00</td>
</tr>
<tr>
<td>HIGH BACK RECLINING WHEELCHAIR WITH NYLON SEAT 20&quot; X 18&quot; 300 LB WEIGHT CAPACITY, HEIGHT ADJUSTABLE FLOOR TO SEAT, FULL LENGTH REMOVABLE ARMS, FRONT BRAKES AND ANTI-TIPPERS</td>
<td>2</td>
<td>$415.00</td>
<td>$1,452.04</td>
</tr>
<tr>
<td>18&quot; X 18&quot; X 3&quot; HIGH DENSITY FOAM WHEELCHAIR CUSHION WITH LOW SHEAR NYLON, FLAME</td>
<td>24</td>
<td>$33.00</td>
<td>$1,248.00</td>
</tr>
<tr>
<td>18&quot; X 18&quot; X 3&quot; HIGH DENSITY FOAM WHEELCHAIR CUSHION WITH LOW SHEAR NYLON, FLAME</td>
<td>8</td>
<td>$33.00</td>
<td>$54.00</td>
</tr>
<tr>
<td>18&quot; X 16&quot; X 3&quot; HIGH DENSITY FOAM WHEELCHAIR CUSHION WITH LOW SHEAR NYLON, FLAME</td>
<td>5</td>
<td>$32.00</td>
<td>NO BID</td>
</tr>
<tr>
<td>20&quot; X 18&quot; X 3&quot; HIGH DENSITY FOAM WHEELCHAIR CUSHION WITH LOW SHEAR NYLON, FLAME</td>
<td>6</td>
<td>$34.00</td>
<td>NO BID</td>
</tr>
<tr>
<td>20&quot; X 16&quot; X 3&quot; HIGH DENSITY FOAM WHEELCHAIR CUSHION WITH LOW SHEAR NYLON, FLAME</td>
<td>6</td>
<td>$34.00</td>
<td>$312.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$5,684.00</td>
<td>$7,806.08</td>
</tr>
</tbody>
</table>

NOTES: NO QUOTE RESPONSE - DV JAHN
* DID NOT BID ALL ITEMS

INVITATIONS SENT: 13
POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: 3
TOTAL BID RESPONSES RECEIVED: 2
BID OPENING ATTENDED BY: GV
Requisition under 25k dollars

2018-165
Requisition under 25k dollars  
2018-165

**PROCUREMENT REVIEW CHECKLIST**  
**REQUISITION**

This form must accompany all County Purchase Requisitions.

| **DATE SUBMITTED** | **CONTRACT TOTAL AMOUNT** | **CONTRACT TERM** | **REQUESTING DEPT.** 
|---------------------|---------------------------|-------------------|------------------------
| June 25, 2018       | $11,959                   | JULY 11, 2018 - NOVEMBER 30, 2018 | DUPAGE CARE CENTER |

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Karen Graczyk: Completed 06/25/2018 12:31 PM
- Janelle Chadwick: Completed 06/25/2018 1:25 PM
- Kathy Ostrowski: Completed 06/26/2018 9:36 AM
- James McGuire: Completed 06/26/2018 5:02 PM
- Paul Rafac: Completed 06/27/2018 6:10 PM
- Kathy Ostrowski: Completed 06/28/2018 12:11 PM
- Health & Human Services: Pending 07/10/2018 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: Office Depot</th>
<th>Vendor #: 11109</th>
<th>Contract July 10, 2018 - November 30, 2018</th>
<th>Contract Total: $11,959.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Vinit Patel</td>
<td>Phone: 630-784-4273</td>
<td>Assigned Committee: Health and Human Services</td>
</tr>
</tbody>
</table>

Description of Procurement/Scope of Work/Background
Clarke 28" Focus II Boost Micro Rider Auto Scrubber with chemical mixing solution to the brush deck, also on board high frequency battery charger for the DuPage Care Center, per lowest quote #18-144-GV.

Reason for Procurement
Addition of Auto Scrubber to the fleet. The older machine will service lower square footage areas and other buildings on campus, which should reduce repairs, while the new machine can serve the DuPage Care Center.

FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 1200-2035-54110
- Budget Transfer (Date) _______ Add'l Information _______

DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID # 18-144-GV (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 SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below: _______

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

PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>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>Jun 21, 2018</td>
<td>x AC</td>
<td>6-25-18</td>
<td></td>
<td></td>
</tr>
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</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>6/26/18</td>
<td>g m</td>
<td>6-26/18</td>
</tr>
</tbody>
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Chief Financial Officer (Decision Memos Over $25,000)

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-27-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Office Depot  
  **Vendor #:**  
  **Attn:** Kristen Kee  
  **Email:** kristen.kee@officedepot.com  
  **Address:** 6600 North Military Trail  
  **City:** Boca Raton  
  **State:** FL  
  **Zip:** 33496-2434  
  **Phone:** 561-438-4800  
  **Fax:** 800-593-8830

**Send Invoices To:**
- **Dept:** DuPage Care Center  
  **Division:** Environmental Services  
  **Attn:** Vinit Patel  
  **Email:** vinit.patel@duapgeco.org  
  **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-784-4273  
  **Fax:**

**Send Payments To:**
- **Vendor:** Office Depot  
  **Vendor #:**  
  **Attn:** Accounts Payable  
  **Email:**  
  **Address:** PO Box 88040  
  **City:** Chicago  
  **State:** IL  
  **Zip:** 60680-1040  
  **Phone:** 561-438-4800  
  **Fax:** 800-593-8830

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

**LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension | Requisition Total**
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
1 | 1 | EA | Clarke 56382632 | Clarke 28" Focus II Boost Micro Rider Auto Scrubber | 1200 | 2035 | 54110 | | 11,959.00 | | 11,959.00 |

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):
Clarke 28" Focus II Boost Micro Rider Auto Scrubber with chemical mixing system that automatically delivers the correct mixing solution to the brush deck, also on board high frequency battery charger for the DuPage Care Center, per low quote #18-144-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):
July 10, 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</th>
<th>Office Depot Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Office Depot Inc.</td>
</tr>
<tr>
<td>Contact Phone</td>
<td>Office Depot Inc.</td>
</tr>
<tr>
<td>Contact Email</td>
<td>Office Depot Inc.</td>
</tr>
</tbody>
</table>

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

1. Every contractor, vendor, or subcontractor 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 totaling in an aggregate amount of 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, vendor, or subcontractor 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 subcontractor 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, subconsultants 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, representatives, and all individuals who are or will be having contact with county officials or employees in relation to the contract or bid. The contractor or vendor shall provide contact information to the county board.

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 expiration of the 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.dupagecountyiil.org/CountyBoard/Policies

I hereby acknowledge that I have read, understood, and agree to these requirements.

Authorized Signature

Printed Name

Title

Date

Signature on file
Requisition under 25k dollars

2018-166
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td>June 25, 2018</td>
</tr>
<tr>
<td><strong>CONTRACT TERM</strong></td>
<td>AUGUST 7, 2018 - AUGUST 6, 2019</td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td>$21,000.00</td>
</tr>
<tr>
<td><strong>REQUESTING DEPT.</strong></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 and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>06/25/2018 12:25 PM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>06/25/2018 1:25 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>06/26/2018 9:43 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>06/26/2018 5:00 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>06/27/2018 6:11 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>06/28/2018 12:04 PM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>07/10/2018 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</th>
<th>Direct Supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>10586</td>
</tr>
<tr>
<td>Dept:</td>
<td>DuPage Care Center</td>
</tr>
<tr>
<td>Contact:</td>
<td>Clementine Nelson</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-784-4251</td>
</tr>
<tr>
<td>Contract Term:</td>
<td>August 7, 2018 - August 6, 2019</td>
</tr>
<tr>
<td>Contract Total:</td>
<td>$21,000.00</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>Joerms replacement bed parts for the DuPage Care Center for the period August 7, 2018 through August 6, 2019, per sole quote #Q17-112-GV, first option of three one-year options to renew.</td>
</tr>
<tr>
<td>Reason for Procurement:</td>
<td>Replacement parts to maintain and repair the beds in the DuPage Care Center</td>
</tr>
</tbody>
</table>

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 1200-2050-52250

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000; BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # 17-112-GV
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER SS 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)

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<td>Recommended for Approval</td>
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<td>Date</td>
<td>IT Approval, if required</td>
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### REVIEWED BY (Initials Only)

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<tr>
<td>Date</td>
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<td>6-26-18</td>
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</thead>
<tbody>
<tr>
<td>Date</td>
<td>Chairman's Office</td>
</tr>
<tr>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

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**Packet Pg. 108**

**Attachment:** Direct Supply Checklist - Joerms Replacement Bed Parts (2018-166 : Direct Supply)
**Purchase Requisition**

**Procurement Services Division**

**Date:** Jun 22, 2018

**MinuteTraq (IQM2) ID #:** 12978

**Department Req #:** 7

**RFP, Bid or Quote #:** Q17-112

---

### Send Purchase Order To:

- **Vendor:** Direct Supply  
  - **Vendor #:** 10586  
  - **Dept:** DuPage Care Center  
  - **Division:** Nursing

- **Attn:** Andy Bach  
  - **Email:** andy.bach@directsupply.com

- **Address:** 6767 N. Industrial Road  
  - **City:** Milwaukee  
  - **State:** WI  
  - **Zip:** 53223

- **Phone:** 888-219-4140  
  - **Fax:** 800-770-1707

### Send Invoices To:

- **Dept:** DuPage Care Center  
  - **Division:** Nursing

- **Attn:** Clementine Nelson  
  - **Email:** clementine.nelson@dupageco.org

- **Address:** 400 N. County Farm Road  
  - **City:** Wheaton  
  - **State:** IL  
  - **Zip:** 60187

- **Phone:** 630-784-4251  
  - **Fax:**

### Send Payments To:

- **Vendor:** Direct Supply  
  - **Vendor #:** 10586  
  - **Attn:** Andy Bach  
  - **Email:** andy.bach@directsupply.com

- **Address:** 6767 N. Industrial Road  
  - **City:** Milwaukee  
  - **State:** WI  
  - **Zip:** 53223

- **Phone:** 888-219-4140  
  - **Fax:** 800-770-1707

### Payment Terms

- **F.O.B.:** PER 50 ILCS 505/1
- **Destination:** Contract Administrator

<table>
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<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
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<td></td>
<td>21,000.00</td>
<td>21,000.00</td>
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</table>

**Requisition Total:** $21,000.00

---

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

Joerns replacement bed parts for the DuPage Care Center for the period August 7, 2018 through August 6, 2019, per sole quote, first option renewal of three 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):

July 10, 2018  HHS Committee

---

**Packet Pg. 109**
COUNTY OF DU PAGE, ILLINOIS

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: Direct Supply, Inc
Contact Phone: 815-810-0285

Company Contact: Andy Beck
Contact Email: andybeck@directsupply.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, or mission individual contract with the county resulting in an aggregate amount of or in excess of $31,000, 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 years 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, board 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

Add Recipient | Donor | Description (e.g., cash, type of item, in-kind services, etc.) | Amount/Value | Date Made
--- | --- | --- | --- | ---

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.

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

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

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to contract 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 of the County's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.com/CountyBoard/CodeC/background

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

Authorized Signature

Printed Name

Title

Date

Signature on File

Packet Pg. 110
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 Direct Supply, Inc., of 6767 N Industrial Rd, Milwaukee, WI 53223, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Quote Q17-112-GV which became effective August 7, 2017, and which will expire August 6, 2018. 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 August 7, 2018 and expires August 6, 2019 contingent upon any applicable Parent Committee and County Board approval.

DIRECT SUPPLY, INC

Signature on File

[Signature]

DATE

6/16/18

PRINTED NAME

Andy Bach

PRINTED TITLE

Executive Account Manager

COUNTY OF DU PAGE, ILLINOIS

Signature on File

[Signature]

DATE

6/21/18

Glenda Vasak

Buyer II
Requisition under 25k dollars

2018-167
**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>CONTRACT TOTAL AMOUNT</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Karen Graczyk: Completed 06/25/2018 12:27 PM
- Janelle Chadwick: Completed 06/25/2018 1:26 PM
- Kathy Ostrowski: Completed 06/26/2018 10:37 AM
- James McGuire: Completed 06/26/2018 5:04 PM
- Paul Rafac: Completed 06/27/2018 6:12 PM
- Kathy Ostrowski: Completed 06/28/2018 12:14 PM
- Health & Human Services: Pending 07/10/2018 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</th>
<th>Vendor #:</th>
<th>Contract</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Biomedical, Inc. dba Infusystem, Inc.</td>
<td></td>
<td>August 1, 2017 - July 31, 2018</td>
<td>$6,000.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Contact</th>
<th>Phone</th>
<th>Assigned Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>DuPage Care Center</td>
<td>Clementine Nelson</td>
<td>630-784-4251</td>
<td>Health and Human Services</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Description of Procurement/Scope of Work/Background</th>
<th>Date: Jun 21, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental of Baxter Flo-Gard 6201 pumps for the DuPage Care Center for the period August 1, 2017 through July 31, 2018, per low #Q17-201-GV.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for Procurement</th>
<th>Vendor: First Biomedical, Inc. dba Infusystem, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>An infusion pump is a medical device that delivers fluids, such as nutrients and medications, into a patient's body in controlled amounts.</td>
<td></td>
</tr>
</tbody>
</table>

---

**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 # Q17-201-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
- Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

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

---

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>cdk</td>
<td>Oct 2, 2017</td>
<td></td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></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>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>
**Purchase Requisition**

**Procurement Services Division**

---

### Send Purchase Order To:

| Vendor: First Biomedical, Inc. dba Infusystem, Inc. | Vendor #: 27696 |
| Attn: Todd Nilges | Email: todd.nilges@infusystem.com |
| Address: 11130 Strang Line Road | City: Lenexa | State: KS | Zip: 66215 |
| Phone: 800-658-5582 | Fax: 913-764-5282 |

### Send Invoices To:

| Dept: DuPage Care Center | Division: Nursing |
| Attn: Clementine Nelson | Email: clementine.nelson@dupageco.org |
| Address: 400 N. County Farm Road | City: Wheaton | State: IL | Zip: 60187 |
| Phone: 630-784-4251 | Fax: |

### Send Payments To:

| Dept: DuPage Care Center | Division: Nursing |
| Attn: | Email: |
| Address: PO Box 204471 | City: Dallas | State: TX | Zip: 75320 |
| Phone: | Fax: |

### Ship To:

| Dept: DuPage Care Center | Division: Nursing |
| Attn: Clementine Nelson | Email: clementine.nelson@dupageco.org |
| Address: 400 N. County Farm Road | City: Wheaton | State: IL | Zip: 60187 |
| Phone: 630-784-4251 | Fax: |

---

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension | Requisition Total |
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<tbody>
<tr>
<td>1</td>
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<td>EA</td>
<td>Baxter Flo-Gard 6201</td>
<td>Infusion Pumps</td>
<td>1200</td>
<td>2050</td>
<td>53410</td>
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<td></td>
<td>6,000.00</td>
<td>6,000.00</td>
<td>$6,000.00</td>
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**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order): Rental of Baxter Flo-Gard 6201 pumps for the DuPage Care Center for the period August 1, 2018 through July 31, 2019, per low quote #Q17-201-GV, for three one year renewals.

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

- Pump cost per day $1.67, pump cost per month $50.00

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

- July 10, 2018  HHS Committee
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 First Biomedical, Inc, D/B/A Infusystem, Inc, of 11130 Strang Line Road, Lenexa, KS 66215, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Quote Q17-201-GV which became effective August 1, 2017, and which will expire July 31, 2018. 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 August 1, 2018, expires July 31, 2019 contingent upon any applicable Parent Committee and County Board approval.

Infusystem, Inc

Signature on file 5/3/18

SIGNATURE

Richard A. Dilorio

PRINTED NAME

Presdent & CEO

PRINTED TITLE

COUNTY OF DU PAGE, ILLINOIS

Signature on File 5/3/18

SIGNATURE

Glenda Vasak

Buyer II

Packet Pg. 116
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

Neutral Exchange Site FY18
Company/Accounting Unit Name

From: 1400
Company #

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Total $19,000.00

To: 1400
Company #

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<td>$8,320.00</td>
<td>(3370.01)</td>
<td>4949.99</td>
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Total $19,000.00

Reason for Request:
To transfer funds from the Contingencies Account and from the Insurance Account where there is a projected surplus to Personnel Accounts where there are projected deficits through 11/30/18.

Signature on file

Department Head

Signature on file

Chief Financial Officer

***Please sign in blue ink on the original form***

Finance Department Use Only
Budget Adjustment 19,000-R (17-18-686 : Budget Transfer - Neutral Exchange Site FY18 - $19,000)
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

From: 5000

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To: 5000

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<td>14,512.97</td>
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<td>Furn/Mach/Equipment - Small Value</td>
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<td>1720</td>
<td>53833</td>
<td>CCU - Early Intervention Services</td>
<td>$6,000.00</td>
<td>599.50</td>
<td>5,409.50</td>
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<td></td>
<td>Total</td>
<td>$34,320.00</td>
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</tbody>
</table>

Reason for Request:
To move grant funds to cover: additional remodeling costs, additional employee benefit payouts, increase in surety bond coverage, increase in dues, increase in early intervention services to clients, and purchase of a telecom software license required for Senior Services.

Signature on file
Department Head
Date

Signature on file
Chief Financial Officer
Date

Activity 18-703S (optional)

****Please sign in blue ink on the original form****
Request Date: 6/28/2018  
Account Code: 5000-1720

**Purpose of Trip:** (explain fully the necessity of making the trip)
To attend the National Adult Protective Services (APS) Conference to get new and innovative training on APS. Seniors grant funded.

**Destination:** Anaheim, CA

**Date of Departure:** 8/25/2018  
**Date of Return Arrival:** 8/30/2018

(Please include a detailed explanation if different from official business dates)
Traveling on Saturday, 8/25/18, to spend a couple of days (personal time) before the conference begins 8/27/18

**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>
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<tr>
<td>Transportation</td>
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<tr>
<td>Lodging</td>
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<tr>
<td>Rental Car</td>
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<tr>
<td>Reference Materials</td>
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</tr>
<tr>
<td>Meals (Per Diems)</td>
<td>$208.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,918.00</strong></td>
</tr>
</tbody>
</table>

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK
Family Center Administrator will work with Access and Visitation grant administrators on an education initiative. All costs will be covered by the state department, Healthcare and Family Services; no County costs will be incurred.

Destination: Springfield, IL

Date of Departure: 7/11/18  Date of Return Arrival: 7/12/18

(Please include a detailed explanation if different from official business dates)

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>Lodging:</td>
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<td>$0</td>
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<td><strong>Total:</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

_________________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-690

**Request Date:** 06/27/2018  
**Account Code:** 5000-1670

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<td>Family Center Administrator will work with Access and Visitation grant administrators on an education initiative. All costs will be covered the state department, Healthcare and Family Services; no County costs will be incurred.</td>
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<table>
<thead>
<tr>
<th>Destination:</th>
<th>Springfield, IL</th>
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<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>7/11/18</th>
<th>Date of Return Arrival:</th>
<th>7/12/18</th>
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</thead>
<tbody>
<tr>
<td>(Please include a detailed explanation if different from official business dates)</td>
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**Please indicate the estimated amount for each applicable expense.**

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<th>Item</th>
<th>Amount</th>
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</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>0</td>
</tr>
</tbody>
</table>

| Total:                | $ 0.00 |

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 2966-0001 SERV  
**Original Purchase Order Date:** Jan 6, 2018  
**Change Order #:** 1  
**Department:** DuPage Care Center  
**Vendor Name:** Vistar Performance Food Service  
**Vendor #:** 26152  
**Dept Contact:** Mario Plata

**Background and/or Reason for Change Order Request:** Extend contract through 09/30/18 to allow for bidding purposes. This went out to bid and received no bids. Current vendor agreed to extend an additional 2 months, as department analyzes quantities and make the necessary changes needed to re-bid.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [x] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

## INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$23,000.00</th>
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</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
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<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$23,000.00</td>
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<tr>
<td>D</td>
<td>Amount of this Change Order</td>
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</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$23,000.00</td>
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<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
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<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only

**DECISION MEMO REQUIRED**

- [x] Increase (greater than 29 days) contract expiration from: Jul 5, 2018 to: Sep 30, 2018
- [x] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount

**Funding Source:**

**OTHER - explain below:**

---

**cdk:** 4208  
**Prepared By (Initials):**  
**Phone Ext:**  
**Date:** Jun 20, 2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**

---

**REVIEWED BY (Initials Only):**

**Buyer:**  
**Date:** 6/26/18  
**Procurement Officer:**  
**Date:** 6/26/18

**Chief Financial Officer (Decision Memos Over $25,000):**  
**Date:** 6/27/18  
**Chairman's Office (Decision Memos Over $25,000):**  
**Date:** 6/28/18

---

**CONSENT AGENDA**

---

**Packet Pg. 122**

---

**Attachment:** Vistar Performance Food Service Change Order (17-18-691 : Vistar Performance Food Service)
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.

Requesting Department: DuPage Care Center
Contact Email: mario.plata@dupageco.org
Vendor Name: Vistar Performance Food Service

Department Contact: Mario Plata
Contact Phone: 630-784-4416
Vendor #: 26152

---

Date: Jun 22, 2018
MinuteTraq (IQM2) ID #: 12973
Department Requisition #: 2966-0001

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

Extend contract through September 30, 2018 to allow for bidding purposes for snack and sundries for the County Campus Cafe's for the period January 6, 2018 through July 5, 2018.

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

Snack and sundry items was put out to bid with a May 30, 2018 bid opening at 1:00pm. No bids were submitted. It was determined between Procurement and DuPage Care Center that the pricing page needed to be modified and not be so cumbersome to attract vendors to bid.

Department is currently analyzing the pricing pages to be bid again, therefore DPCC needs additional time to hit all deadlines and present to Committee in September, 2018.

Strategic Impact

Customer Service

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

Sale of snack and sundry items in the county cafe's is necessary to meet customer expectations and maintain customer satisfaction.

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

#18-122-GV

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

1. Extend contract through September 30, 2018 to allow for bidding purposes.
2. Do not extend contract through September 30, 2018 to allow for bidding purposes which would impact revenue for the DPCC.

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  1200-2100-52210
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: Jun 15, 2017

Bid/Contract/PO #: 11.c

Company Name: Vistar
Company Contact: Bill Emerson
Contact Phone: 800-777-2551
Contact Email: bill.emerson@pfgc.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 2 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: Bill Emerson
Title: President
Date: Jun 15, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
<table>
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<td>FY2017 Actual</td>
<td>FY2018 Original Budget</td>
<td>FY2018 Current Budget</td>
<td>FY2018 YTD Actual as of 05/11/18</td>
<td>FY2018 Projected Revenues (Department Estimate)</td>
<td>FY2019 Estimated Revenues (Department Estimate)</td>
<td>FY2020 Department Forecasted Revenue</td>
<td>FY2021 Department Forecasted Revenue</td>
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**FY2019 Budget:**
- **1000-1630 Psychological Services**

**Budgeted Headcount:**
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| 1640 | 1640 5009-000 NEW PROGRAM REQUESTS - PERSONNEL | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |-
| 1640 | 1640 5100-000 BENEFIT PAYMENTS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |-
| 1640 | 1640 5210-000 EMPLOYER SHARE (F.R.T.) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |-
| 1640 | 1640 5220-000 EMPLOYER SHARE (F.R.T.) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |-
| 1640 | 1640 5240-000 EMPLOYEE MED & HIP  INSURANCE | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |-
| 1640 | 1640 5250-000 FEDERAL BENEFIT BENEFITS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |-
| 1640 | 1640 5280-000 OPERATING SUPPLIES & MATERIALS | $1,000.00 | $1,000.00 | $1,000.00 | $953.00 | $852.82 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | $1,000.00 | 0.00 | - | - |-
| 1640 | 1640 5360-000 OTHER PROFESSIONAL SERVICES | $661.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |-
| 1640 | 1640 5380-000 VACATION DEFENSE | $318.00 | $123.50 | $87.00 | $86.40 | - | - | - | - | - | - | - | - | - | - | - | - |-
| 1640 | 1640 5410-000 TRAVEL EXPENSE | $228.00 | $228.00 | $76.00 | $76.00 | - | - | - | - | - | - | - | - | - | - | - | - |-
| 1640 | 1640 5490-000 INSTRUCTION & SCHOOLLING | $428.00 | $390.00 | $285.00 | $284.74 | $1,275.00 | $1,275.00 | $500.00 | $500.00 | $475.00 | $500.00 | $500.00 | $500.00 | 0.00 | - | - |-
| 1640 | 1640 5999-000 NEW PROGRAM REQUESTS - CONTRACT SVC | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |-

| Date: 7/2/2018 | Page: 1 of 1 | 

Communication: Community Services 2019 Budget Request (Community Services 2019 Budget Request)
<p>| Account Description | 2015 Budget | 2015 Actual | 2016 Budget | 2016 Actual | 2017 Budget | 2017 Actual | 2018 Original Budget | 2018 Current Budget | 2018 YTD Actual (as of 05/11/18) | 2018 Projected Revenues (Department Estimate) | 2019 Estimated Revenues (Department Estimate) | 2020 Department Forecasted Revenue | 2021 Department Forecasted Revenue | 2022 Department Forecasted Revenue | 2023 Department Forecasted Revenue | Comments/Budget Justification |
|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|----------------------|----------------------|----------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|
| ONLINE PAYMENT CHARGE | $170,000.00 | $90,634.42 | $85,000.00 | $84,884.41 | $90,000.00 | $91,700.00 | $90,000.00 | $90,000.00 | $17,100.00 | $120,000.00 | $170,000.00 | $170,000.00 | $170,000.00 | $170,000.00 | $170,000.00 | Increase in projected revenue in 2019 is due to increase in fees effective June 1, 2018. No expected increase in the number of divorces filed. |
| CARING AND COPING FEE | $10,000.00 | $10,570.00 | $10,000.00 | $6,880.00 | $8,000.00 | $5,260.00 | $6,500.00 | $6,500.00 | $800.00 | $5,000.00 | $7,500.00 | $7,500.00 | $7,500.00 | $7,500.00 | $7,500.00 | |
| PEACE PROGRAM FEE | $1,500.00 | $2,316.00 | $1,500.00 | $2,570.00 | $2,500.00 | $3,440.00 | $5,000.00 | $5,000.00 | $1,440.00 | $4,000.00 | $4,000.00 | $4,000.00 | $4,000.00 | $4,000.00 | $4,000.00 | |</p>
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**Total Variance:**

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<th>Variance %</th>
<th>Variance $</th>
<th>Variance $</th>
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<th>Variance vs. FGV</th>
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<th>FY2019 Budget Request</th>
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<td><strong>-4,844.41</strong></td>
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**Budget Headcount:**

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**Communication:** Community Services 2019 Budget Request  (Community Services 2019 Budget Request)
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<th>FY2017 Budget</th>
<th>FY2017 Actual</th>
<th>FY2018 Original Budget</th>
<th>FY2018 Current Budget</th>
<th>FY2018 YTD Actual as of 05/11/18</th>
<th>FY2018 Projected Revenues (Department Estimate)</th>
<th>FY2019 Estimated Revenues (Department Estimate)</th>
<th>FY2020 Department Forecasted Revenue</th>
<th>FY2021 Department Forecasted Revenue</th>
<th>FY2022 Department Forecasted Revenue</th>
<th>FY2023 Department Forecasted Revenue</th>
<th>Comments/Budget Justification</th>
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### 1750 Total - Human Services

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<th>FY2018 Projected Revenues (Department Estimate)</th>
<th>FY2019 Estimated Revenues (Department Estimate)</th>
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<th>FY2021 Department Forecasted Revenue</th>
<th>FY2022 Department Forecasted Revenue</th>
<th>FY2023 Department Forecasted Revenue</th>
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<td>-</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1750 Total - Human Services

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2015</td>
<td>$(20,000.00)</td>
</tr>
<tr>
<td>FY2016</td>
<td>$(27,262.80)</td>
</tr>
<tr>
<td>FY2017</td>
<td>$(16,382.90)</td>
</tr>
<tr>
<td>FY2018</td>
<td>$(22,000.00)</td>
</tr>
<tr>
<td>FY2019</td>
<td>$(16,957.20)</td>
</tr>
<tr>
<td>FY2020</td>
<td>$(22,000.00)</td>
</tr>
<tr>
<td>FY2021</td>
<td>$(320.00)</td>
</tr>
<tr>
<td>FY2022</td>
<td>$(1,000.00)</td>
</tr>
<tr>
<td>FY2023</td>
<td>$(1,000.00)</td>
</tr>
</tbody>
</table>

Comments/Budget Justification: 

- PARA-TRANSIT REVENUE: This budget reflects the actuals for the para-transit service, showing a decrease in revenue from FY2015 to FY2018. The projected revenue for FY2019 shows a slight increase, followed by a decrease in FY2020 and FY2021.
- PILOT II - ID REPLACEMENT: This revenue shows a steady decrease from FY2015 to FY2018, with no significant changes forecasted for FY2019, 2020, and 2021.
- MISCELLANEOUS REVENUE: This revenue category has seen significant fluctuations, with a reduction from FY2015 to FY2018, followed by a slight increase in FY2019, and then a decrease in FY2020 and FY2021.
- REFUNDS AND OVERPAYMENTS: This category has been consistent, with no significant changes in revenue throughout the years.

Total Human Services: The total revenues for the Human Services Department show a decrease from FY2015 to FY2018, followed by a slight increase in FY2019, and then a decrease in FY2020 and FY2021.
<table>
<thead>
<tr>
<th>COMP</th>
<th>A1</th>
<th>Account</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1001  | 5050.13000.000  | REGULAR SALARIES          | $77,572.00 $66,484.56 $53,874.56 $43,874.56 $10,873.56 $10,873.56 $10,873.56 $10,873.56 |}

**Communication: Community Services 2019 Budget Request (Communication Services 2019 Budget Request)
<table>
<thead>
<tr>
<th>Account</th>
<th>Original Budget</th>
<th>Actual Budget</th>
<th>Department Forecasted Revenue</th>
<th>Department Estimated Revenue</th>
<th>Department Estimated Revenues</th>
<th>Department Estimated Revenues</th>
<th>Department Estimated Revenues</th>
<th>Department Estimated Revenues</th>
<th>Department Estimated Revenues</th>
<th>Department Estimated Revenues</th>
<th>Department Estimated Revenues</th>
<th>Department Estimated Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>1400</td>
<td>5920</td>
<td>7/2/2018</td>
<td>1 of 1</td>
<td>Company</td>
<td>1400-5920</td>
<td>Neutral Site Custody Exchange</td>
<td>Communication</td>
<td>Community Services</td>
<td>2019 Budget Request</td>
<td>Community Services</td>
<td>2019 Budget Request</td>
<td>Community Services</td>
</tr>
</tbody>
</table>

Changes to the law, effective 7-1-2019, regarding the collection and distribution of filing fees makes it difficult to project revenue for this fund at this time.
NAME
Family Coordination

PROGRAM START DATE
December 1, 2018

AMOUNT REQUESTED
1 full time head count: $60,000 plus benefits; approximately $80,000
Training costs: $5,000

DESCRIPTION
Currently there are no dispute resolution options for high conflict families regarding the care, needs and safety of an elder or disabled adult. The Family Center, in partnership with Adult Protective Services, proposes to address this gap by providing a new service – Family Coordination.

Family Coordination targets families of elders and disabled adults in which high conflict family dynamics may interfere with the well-being and safety of an older or disabled person. Family Coordination is a dispute resolution process during which a Coordinator assists family members to resolve disputes with high conflict levels that impact the elder’s or disabled adult's autonomy, safety and quality of life. This process is designed to help family members increase more effective communication, negotiation and problem-solving skills. It will help manage high conflict family dynamics, promote the self determination of the elder or disabled adult as much as possible, help families address non-legal issues outside of court, promote safety by monitoring situations of high risk for abuse or neglect, and provide a process and support system for families as they navigate intergenerational issues and role changes.

Often, our Adult Protective Services staff are faced with family scenarios that are beyond their prescribed role, however these issues clearly impact the quality of life and level of stress of the elder or disabled adult. For example, a senior lives with one of her children who is refusing to allow her contact with her other children. Mom’s living arrangement with her one child is appropriate and non-abusive, however disputes between the siblings is impacting her quality of life. This family could greatly benefit from Family Coordination which could provide ongoing conflict resolution and monitoring. Another example could be a family in which children are deciding on future living arrangements and/or medical plan for their parent. Family Coordination could help the family work through issues to make the best decision for their parent. A third example is a case in which a senior is struggling with adult children who are manipulating and taking advantage. Family Coordination can provide the senior needed support and conflict resolution skills to help set limits before things escalate to the level of abuse.

This program proposal was born from observing our APS team’s dedicated work with families and learning there are so many unmet needs for the families they serve. The Family Center specializes in conflict management within families and this expansion to serve those on the other end of the life span is a natural progression. The APS team does not have the time or resources to meet these needs that go beyond their formal role. Secondly, the Family Center is aware of how devastating conflict can be on the most vulnerable in families, i.e. children, seniors and disabled adults, and our expertise with families and conflict is well suited to meet these needs that so greatly impact this population.

Our proposal is to pilot Family Coordination project for the first year throughout which we will work with the judiciary, attorneys and families to assess the most important unmet needs and test the model. After the first year, we will implement a fee structure with a sliding scale to generate revenue to help support the program.
PRIMARY ISSUE
Quality of Life

SECONDARY ISSUE/GOAL
Maintain the countywide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency.

OTHER INFO
The Family Center has generally provided services for parents and children. Recently and appropriately, we have expanded our definition of family to include disabled adults and the elderly, their children and guardians. Through orders from the probate/guardianship court, we have provided supervised time and exchanges between family members of elders and disabled adults.

PERFORMANCE MEASURES
Client Satisfaction questionnaires
Focus groups
To: Health and Human Services Committee  
From: Mary A. Keating, Director  
Re: Termination of the Pilot II Subsidized Taxi Program

Pilot II is a subsidized taxi program that is managed by the Department of Community Services on behalf of several sponsoring municipalities. The program was started in 1998 and was designed to assist entities that wished to subsidize transportation services without taking on the administrative burden of contracting with taxi companies, registering riders, printing and redeeming coupons, etc. No County funds are used for the subsidies, but County staff handle all of the administrative tasks.

The current contracts with 2 taxi providers will be expiring in February of 2019. Staff recommends that the program be terminated at that time due to the following concerns:

- Pilot II has decreased participation from 25 original sponsors to 7 current sponsors. Most of the original sponsors have moved over to the Ride DuPage program. Once Elmhurst moves to Ride DuPage in September of this year, there will be only 6 sponsors.
- The quality and quantity of taxi services has rapidly declined leaving riders virtually unable to use the Pilot II services.
- Riders have been stranded at public locations with no way home due to poor responsiveness from taxi providers.
- Riders who use a wheelchair or other mobility device cannot use Pilot II due to the lack of accessible taxis.
- In the first quarter of 2018 only 55 users have utilized the program and 13 of them are from Elmhurst which will be moving to Ride DuPage in September.
- There are additional costs of printing the coupons and making rider identification cards. Staff time of four individuals to process and handle the registration, selling coupons, handling complaints and procurement.

Details on the current sponsors and users is below. The number of coupons used may not be reflective of the number of trips taken as multiple coupons (with a value of $5.00 each) are likely used on many trips.
# Pilot II Coupon User and Coupon Usage

**January 2018 through April 2018**

<table>
<thead>
<tr>
<th>Sponsor</th>
<th>303 Users</th>
<th>Universal Users</th>
<th>Total Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elmhurst</td>
<td>11 users</td>
<td>2 users</td>
<td>13 users</td>
</tr>
<tr>
<td>Wayne Township</td>
<td>4 users</td>
<td>5 users</td>
<td>9 users</td>
</tr>
<tr>
<td>Addison</td>
<td>18 users</td>
<td>4 users</td>
<td>22 users</td>
</tr>
<tr>
<td>Woodridge</td>
<td>1 user</td>
<td>0 users</td>
<td>1 user</td>
</tr>
<tr>
<td>Darien</td>
<td>2 users</td>
<td>1 user</td>
<td>3 users</td>
</tr>
<tr>
<td>Burr Ridge</td>
<td>2 users</td>
<td>1 user</td>
<td>3 users</td>
</tr>
<tr>
<td>Willowbrook</td>
<td>2 users</td>
<td>2 users</td>
<td>4 users</td>
</tr>
<tr>
<td><strong>Overall Total</strong></td>
<td></td>
<td></td>
<td><strong>55 users</strong></td>
</tr>
</tbody>
</table>

If the program is discontinued, current sponsors will be given information on becoming a sponsor through Ride DuPage. Furthermore, there is nothing that would prevent current sponsors from entering into their own contracts with taxi providers if they wished to continue the service.