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 November 20th, 2018

6. COMMUNITY SERVICES - MARY KEATING

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

HHS-P-0012-19 Recommendation for the approval of a contract purchase order to WellSky Corporation for renewal of the Annual ServicePoint contract, renewal of licenses, onsite training expenses, and custom programming for a contract total not to exceed $43,485.00

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

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

HHS-R-0009-19 RESOLUTION -- Recommendation for Approval of a 3rd Modification, 3rd Time Extension of a Community Development Block Grant (CDBG) Agreement with The Village of Villa Park, Project Number CDBG-DR-05 – Villa Park, Green Infrastructure Project - Extending the Project Completion Date Through June 30, 2019.

8. DUPAGE CARE CENTER - JANELLE CHADWICK
A. DuPage Care Center Requests That Also Require Finance And/Or County Board Approval

1. FI-R-0007-19 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the DuPage Convalescent Center Foundation Music Therapy Grant PY16 – Company 5000 – Accounting Unit 2120 – $1,000.00

2. FI-R-0008-19 RESOLUTION -- Acceptance of the DuPage County Community Development Commission Agreement No. CD18-05 in the amount of $400,000.00

B. DuPage Care Center Requests for Parent Committee Final Approval

1. 2019-8 Recommendation for the approval of a contract purchase order to Professional Medical & Surgical Supply, Inc., for liquid protein supplements (approved equal option B and D) for the DuPage Care Center, for the period January 7, 2019 through January 6, 2020, for a contract not to exceed $7,845.00, per renewal option under bid #17-235-GV, first of three one-year renewals.

2. Change Order -- Amendment to County Contract 2807-0001 SERV, issued to Pulmonary Exchange LTD. dba PEL/VIP Medical Staffing, for rental of respiratory care equipment, for the DuPage Care Center, for the period October 22, 2017 through October 21, 2018, to increase encumbrance in the amount of $3,500.00, resulting in an amended contract total amount not to exceed $24,160.00, an increase of 16.94%, a cumulative amount of 70.62%

9. RESIDENCY WAIVERS - JANELLE CHADWICK
10. COMMUNITY SERVICES UPDATE - MARY KEATING
11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK
12. OLD BUSINESS
13. NEW BUSINESS
14. ADJOURNMENT
1. CALL TO ORDER

10:15 AM meeting was called to order by Chair Greg Hart at 10:16 AM.

2. ROLL CALL

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

3. PUBLIC COMMENT

4. CHAIRMAN'S REPORT - CHAIR HART

Chairman Hart gave an update on the Sterigenics Corporation. Mr. Hart stated that 584 letters were sent to residents within a one mile of Sterigenics identified to have private wells. The letter included consent forms to test the water and a link to an online survey to help streamline the process of collection. Chair Hart urged the committee members to encourage residents that received letters to complete the survey in an effort for the ILEPA to ensure that testing is done appropriately. The DuPage County Health Department is assisting with the collection of the consent forms and will go door to door, if necessary, with a goal of collecting 200 responses by next week. The consent forms will be turned over to the ILEPA for determination of wells to test.

Relative to Sterigenics, clinicians can attend a medical education seminar at Hinsdale Hospital on November 28 at 5:30 pm., regarding Ethylene Oxide (ETO) and potential side effects at Hinsdale Hospital on November 28 at 5:30 pm.

The USEPA will hold a community meeting and town hall with a questions and answers session on November 29 at 7:00 p.m. at Ashton Place Banquets in Willowbrook.

With Thanksgiving approaching, Mr. Hart encouraged everyone to visit the Giving DuPage volunteer portal on the DuPage County website and participate in “Giving Tuesday” on November 27, promoting a worldwide day of giving that celebrates philanthropy.

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Nov 6, 2018 10:15 AM
RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

6. COMMUNITY SERVICES - MARY KEATING

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

FI-R-0957-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Low Income Home Energy Assistance Program (LIHEAP) ComEd Rate Relief Program Grant FY17 Company 5000 - Accounting Unit 1500 $2,255.00

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

7. DUPAGE CARE CENTER - JANELLE CHADWICK

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

1. HHS-P-0318-18 Recommendation for the approval of a contract purchase order to Wheaton Family Practice, Ltd., for Professional Services of a Medical Director for the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $36,000.00. Other Professional Services not Subject to Competitive Bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore
2. HHS-P-0319-18 Recommendation for the approval of a contract purchase order to Music Speaks, LLC, for music therapy for the residents of DuPage Care Center, for the period January 1, 2019 through December 31, 2019, for a contract total not to exceed $48,124.00, per renewal under per most qualified offeror, RFP #17-206-JM. (Foundation funded)

<table>
<thead>
<tr>
<th>RESULT</th>
<th>APPROVED [UNANIMOUS]</th>
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</thead>
<tbody>
<tr>
<td>MOVER</td>
<td>Tonia Khouri, District 5</td>
</tr>
<tr>
<td>SECONDER</td>
<td>Robert L Larsen, District 6</td>
</tr>
<tr>
<td>AYES</td>
<td>Chaplin, Grant, Hart, Khouri, Larsen</td>
</tr>
<tr>
<td>ABSENT</td>
<td>Tornatore</td>
</tr>
</tbody>
</table>

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

3. HHS-P-0320-18 Recommendation for the approval of a contract purchase order to Interboro Packaging Corporation, to furnish and deliver trash can and recycling can liners for the DuPage Care Center, for the period December 1, 2018 through May 16, 2020, for a contract total not to exceed $96,583.86, per bid #17-045-JM.

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

B. DuPage Care Center Requests for Parent Committee Final Approval

Items 7.B.1. and 7.B.2. were combined and approved.

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

1. 2018-278 Recommendation for the approval of a contract purchase order to AT&T, for services and support for analog business circuit/business lines used to support dial-up applications at the DuPage Care Center for the period November 30, 2018 through November 30, 2019, for a contract total not to exceed $6,000.00, per renewal of the most qualified offer per Proposal #17-002-LG. (State of IL contract CMS793372P)
2. Recommendation for the approval of a contract purchase order to Direct Supply, Inc., for the purchase of rehab medical supplies, for the Physical Rehabilitation Department at the DuPage Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $10,500.00, per renewal under lowest quote #Q17-207-GV, first of three one year renewals.

8. BUDGET TRANSFERS

Items 8.A. and 8.B. were combined and approved.

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

A. Budget Transfers -- DuPage Care Center - To Transfer monies to allow for wireless services for the DPCC (Verizon) and to cover purchases of medical supplies and services for the Physical, Occupational, Speech, and Respiratory Therapy and Consulting Services. The DPCC in turn bills Medicare Part A/B and private insurances for these services and receives increased reimbursement - $101,500.00

B. Budget Transfers -- DuPage Care Center - To transfer budgeted funds, allowing for sufficient budget to be available for Payroll Accounting Unit and Account - $1,385,100.00

9. RESIDENCY WAIVERS - JANELLE CHADWICK

10. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, shared a Community Services reference sheet she created to present at an orientation held last week for the incoming board members. The reference sheet shows the different programs within Community Services, and includes a breakdown of the budget within the department and some valuable resource links. The handout is attached hereto and made part of the minutes packet.

Community Services Reference Sheet

RESULT: HAND OUT

Community Services Reference Sheet

11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, stated the Care Center received a check for $3,300,000.00 for outstanding invoices from as far back as 2015, due to the diligence of dedicated staff.
There has been an increase in the Medicaid rate based on the Care Center submissions and the Activities of Daily Living (ADL’s) coding, and by capitalizing on the work and care provided by the Care Center.

Ms. Chadwick gave an update on the staffing challenges, stating staffing is still an issue but call offs have improved. The Director of Nursing was released and the recruitment for a replacement has begun. There are two Certified Nursing Assistants (CNA’s) in orientation and two more starting in late November, early December. The staffing for nurses has been more fluent. The Care Center has a robust staffing model, substantially above the state minimum staffing standard. When there are the average/normal number of call-ins, the Care Center is still above the state minimum. The 2019 budget provides to continue the same staffing model that has been in place for many years.

Ms. Chadwick answered questions from the committee, explaining that staffing is an industry wide issue. The Care Center offers a competitive package with a pension, higher starting wages, paid lunches, and paid holidays.

Ms. Chadwick is sending letters out to the residents’ families to seek a family member participant from each of the units to form a committee that will have a collaborative approach to sharing information and ideas.

Tom Cuculich, Chief of Staff, stated that all complaints are taken seriously and followed up by Ms. Chadwick and/or the State. Mary Keating added that the State has a long-term care Ombudsman program consisting of staff and volunteers working within the nursing homes as advocates for the residents. DuPage County staff cannot work inside the Care Center due to conflict of interests but Kane County Senior Services Association provides a regular presence within the Care Center.

12. OLD BUSINESS

13. NEW BUSINESS

14. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:38 AM.
AWARDING RESOLUTION TO
WELLSKY CORPORATION FOR
RENEWAL OF ANNUAL SERVICEPOINT
CONTRACT, RENEWAL OF LICENSES, ON SITE
TRAINING EXPENSES, AND CUSTOM PROGRAMMING
(CONTRACT TOTAL $43,485)

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

WHEREAS, the Health & Human Services Committee recommends County Board approval for the issuance of a contract purchase order to WellSky Corporation for the annual renewal of the ServicePoint contract and licenses and for WellSky Corporation to provide onsite training and custom programming, for the period November 1, 2018 through October 31, 2019, for Community Services.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for the annual renewal of the ServicePoint contract and licenses and for WellSky Corporation to provide onsite training and custom programming, for the period November 1, 2018 through October 31, 2019, for Community Services, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to WellSky Corporation, 11711 West 79th Street, Lenexa, Kansas 66214, for a total contract amount of $43,485, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids-Sole Source.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
Requisition 25k and over
HHS-P-0012-19

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

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
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<tr>
<td>DATE SUBMITTED</td>
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<tr>
<td>CONTRACT TOTAL AMOUNT</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

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

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<thead>
<tr>
<th>Name</th>
<th>Completion Date</th>
<th>Time</th>
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<tr>
<td>Karen Graczyk</td>
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<td>Mary Keating</td>
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<td>Kathy Ostrowski</td>
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<td>James McGuire</td>
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<td>Paul Rafac</td>
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</table>

Requisition Total $ 43,485

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 send electronic version of the PO to Marsha.Blankenship@WellSky.com

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Vendor: WellSky Corporation  |  Contract Total: $43,485.00

Dept: Community Services  |  Contact: Julie Tremberth

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

Provision and use of a Homeless Management Information System

**Reason for Procurement**

To continue our agreement with WellSky Corporation (formerly known as Bowman Systems L.L.C. a Mediware Company; HIMS Vendor) and the Alliance to End Homelessness of Suburban Cook County (contract holder and Technical Lead for the Northern Illinois HMIS), paying our respective share of the contract for participating in a shared database. The contract period is 11/1/2018-10/31/2019, and the contract will renew unless terminated by either party.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 5000-1470
- Budget Transfer (Date) 
- Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________________________    Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- 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)**

Julie Tremberth  |  Nov 9, 2018  |  11/9/18
Prepared By  |  Date  |  Recommended for Approval  |  Date  |  IT Approval, if required  |  Date

**REVIEWED BY (Initials Only)**

Buyer  |  11-20-18  |  Procurement Officer  |  11-20-18
Date  |  Procurement Officer  |  Date

Chief Financial Officer  |  11-27-18  |  Chairman's Office  |  Date  |  (Decision Memos Over $25,000)
Date  |  Chairman's Office  |  Date  |  (Decision Memos Over $25,000)
JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>IQM2 # 13964</th>
<th>DEPARTMENT</th>
<th>Community Services</th>
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</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>WellSky Corporation</td>
<td>PRODUCT #</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

Renewal of our agreement with WellSky Corporation (formerly known as Bowman Systems L.L.C. a Mediware Company; HMIS Vendor) and the Alliance to End Homelessness of Suburban Cook County (contract holder and Technical Lead for the Northern Illinois HMIS) to continue shared use of a regional Homeless Management Information System to meet the data and reporting requirements of the US Dept. of Housing and Urban Development and Federal Partners.

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:

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

REQUESTED SOURCE | WellSky Corporation | CONTACT | Marsha Blankenship |
PHONE             | (870) 398-4831      | WEBSITE | https://wellsky.com/ |

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)

We are in a regional database that allows us to coordinate resources and services across County lines, gaining a better understanding and service connection for our homeless population. In addition, this product is widely used across Illinois, which will allow for further coordination and report collaboration over time.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)

No. This HMIS database has over 16 years of data from multiple agencies in DuPage County that provide homeless services to those in the community. Changing to a different software manufacturer is not feasible due to the extremely labor and cost intensive resources needed to convert and re-train on a new database.

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)

None. While there are other major software providers available, it would be unreasonable for us to pay to move our data and re-train staff on a new software tool a this time. With increasing demands from our federal program partners, there is already a high demand for training and programming, which our vendor is meeting at this time.

SIGNATURE ON FILE
DEPARTMENT APPROVAL DATE 06/17/08  

SIGNATURE ON FILE
PURCHASING REVIEW DATE  

FORM #7687-008
05/03/10

Packet Pg. 12
Required Vendor Ethics Disclosure Statement

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

Date: 11-14-18

Bid/Contract/PO:

<table>
<thead>
<tr>
<th>Company Name: WellSky Corporation</th>
<th>Company Contact: Legal Contracts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 913-307-1003</td>
<td>Contact Email: <a href="mailto:legalcontracts@wellsky.com">legalcontracts@wellsky.com</a></td>
</tr>
</tbody>
</table>

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

1. Division a written disclosure of all political

<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. the contractor bid and shall update such disclosure

<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: Stephen Greenberg
Title: SVP Human & Social Services
Date: 11-14-18

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
September 13, 2018

Alliance to End Homelessness in Suburban Cook County
4415 W. Harrison St., Suite 228
Hillside, Illinois 60162

Attention: Peggy Troyer

Re: WellSky Corporation
WellSky Community Services Agreement
Contract Renewal and Extension

Dear Peggy

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

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

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

“(1) Term. CLIENT agrees that the current term of the Agreement, which is effective at the present time by agreement of the parties, runs for 12 months from November 1, 2018 through and until midnight of October 31, 2019. This agreement will automatically renew for successive 12-month terms, unless cancelled or modified within thirty (30) days of the end of the term. This agreement may only be modified by written agreement executed by both parties.”

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

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

a. Cloud Services:

Alliance to End Homelessness in Suburban Cook County, Attn: Jennifer Hill, 4415 Harrison Street, Suite 228, Hillside, Illinois 60162 shall pay the Cloud Service fees of $32,459.04, annually, in advance, on the Effective Date, and on each anniversary of such date every year thereafter.

DuPage County Community Services (GP# 15354), Attn: Julie Trembath, 421 North County Farm Road, Wheaton, Illinois 60187, shall pay the Cloud Service fees of $32,459.04, annually, in advance, on the Effective Date, and on each anniversary of such date every year thereafter.
b. One-Time Fees: Alliance to End Homelessness in Suburban Cook County (CLIENT), Attn: Jennifer Hill, 4415 Harrison Street, Suite 228, Hillside, Illinois 60162 shall pay 100% of the One-Time Fees, on the Effective Date.

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

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

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

Very Truly Yours,

Stephen Greenberg, SVP Human & Social Services
WellSky Corporation

Attachments:
Community Services Pricing Table

**ALLIANCE TO END HOMELESSNESS IN SUBURBAN COOK COUNTY:**

<table>
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<tr>
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<th>[Redacted]</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Jennifer C. Hill</td>
</tr>
<tr>
<td>Title:</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Date:</td>
<td>11-1-18</td>
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</table>

**WELLSKY CORPORATION:**

<table>
<thead>
<tr>
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<th>[Redacted]</th>
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</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Stephen Greenberg</td>
</tr>
<tr>
<td>Title:</td>
<td>SVP Human &amp; Social Services</td>
</tr>
<tr>
<td>Date:</td>
<td>11/7/2018</td>
</tr>
</tbody>
</table>
Ordering Procedure: (NOTE: An invoice will be issued after a signed Renewal Agreement is received.)

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

Margin.blankenship@wellsky.com and/or LegalContracts@wellsky.com

Fax: (913) 871-9571 or electronically via 91387195716@fo2mail.com

If payment is issued, please remit separately to WellSky Corporation.
P.O. Box 204176
Dallas, Texas 75320-4176

Please check one of the boxes below regarding your sales tax status:

☐ Exempt * ☐ Non-Exempt

* If “Exempt” is checked above; Customer is required to provide the appropriate certificate to WellSky

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

Name: Alliance to End Homelessness in Suburban Cook County
Attn: Jennifer Hill
E-mail: jennifer@suburbancook.org
Phone: 708-236-3261
Billing Address: 4415 Harrison Street, Suite 228
City/State/Zip: Hillside, Illinois 60162

Additional Instructions: [Redacted]
Ordering Procedure: (NOTE: An invoice will be issued after a signed Renewal Agreement is received.)

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

Marsha.blankenship@wellsky.com and/or LegalContracts@wellsky.com
Fax: (913) 871-9571 or electronically via 9138719571@fax2mail.com

If payment is issued, please remit separately to WellSky Corporation.
P.O. Box 204176
Dallas, Texas 75220-4176

Please check one of the boxes below regarding your sales tax status:

☐ Exempt* ☐ Non-Exempt

* If “Exempt” is checked above; Customer is required to provide the appropriate certificate to WellSky

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

| Name: Dupage County Community Services |
| Attn: Julie Tremberth |
| Title: HMIS Manager |
| E-mail: Julie.Tremberth@dupageco.org |
| Phone: 630-407-6429 |
| Billing Address: 421 North County Farm Road |
| City/State/Zip: Wheaton, Illinois 60187 |
| Additional Instructions: GP#ILB15354 |
**WellSky Community Services (ServicePoint) Pricing Table**

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

Renewal Period: November 1, 2018 - October 31, 2019

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

<table>
<thead>
<tr>
<th>License Description</th>
<th>License Quantity</th>
<th>Retail Price</th>
<th>Contracted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ServicePoint User License <em>(Reflects 10 Additional ServicePoint License Added to Sub-Cook)</em></td>
<td>140</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>ServicePoint - Reporting User - Premium (AdHoc) *</td>
<td>5</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>ServicePoint - Reporting User - Basic (Report Viewer) *</td>
<td>57</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>License Description</th>
<th>License Quantity</th>
<th>Retail Price</th>
<th>Contracted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services (ServicePoint) - User License (Reflects 20% one-time bulk discount off $205 Tier II pricing)</td>
<td>0</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Database Encryption User License (Reflects 20% one-time bulk discount off $50 Tier II pricing)</td>
<td>0</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Software Maintenance, Enhancement &amp; Customer Support (up to 153 hrs.)</td>
<td>140</td>
<td></td>
<td>$10,780.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Database Encryption Annual Maintenance</td>
<td>140</td>
<td></td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - User Hosting Fee</td>
<td>140</td>
<td></td>
<td>$9,940.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Reporting User - Premium (AdHoc)</td>
<td>5</td>
<td></td>
<td>$825.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Reporting User - Basic (Report Viewer)</td>
<td>57</td>
<td></td>
<td>$4,845.00</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Reporting User - Bandwidth Fee</td>
<td>62</td>
<td></td>
<td>$682.00</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>-----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Services (ServicePoint) - AIRS Taxonomy (non-profit)</td>
<td>$125.73</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Services (ServicePoint) - SSL Certificate</td>
<td>$117.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Training Site</td>
<td>$880.11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Module - CallPoint</td>
<td>$1,466.85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resource Directory (CommunityPoint) - Support, Maintenance, and Hosting</td>
<td>$1,397.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply:

**One-time Fees (To incur after 501 License are purchased):**
- Community Services (ServicePoint) - User License: $\_\_\$/license
- Community Services (ServicePoint) - Data Encryption Tier 2 One-time License Fee: $\_\_\$/license

**Annual Recurring Cloud Service Fees:**
- Community Services (ServicePoint) - Software Maintenance, Enhancement, & Customer Support: $\_\_\$/license/year
- Community Services (ServicePoint) - Database Encryption Tier 2 Annual Per User: $\_\_\$/license/year
- Community Services (ServicePoint) - User Hosting Fee: $\_\$/license/year
- Community Services (ServicePoint) - Reporting User Premium (AdHoc) Fee: $\_\$/license/year
- Community Services (ServicePoint) - Reporting User Basic (Report Viewer) Fee: $\_\$/license/year
- Community Services (ServicePoint) - Reporting User Bandwidth Fee: $\_\$/license/year
- Community Services (ServicePoint) - Code Set User ICD/CPT Fee: $\_\$/license/year

**Client Services [New Fee Schedule]**
- Client Services Onsite Prep, Coordination, Travel and Follow-up Fee (up to 12 hrs.) (Required with all Onsite Training/Consultation Visits): $\_\_$/One-Time Fee
- Client Services - Advanced Reporting On-Site Training Fee: $\_\$/day (minimum 2-days with 30-day notice.)
- Client Services - Onsite Consulting: $\_\$/day (minimum 2-days with 30-day notice.)
- Client Services - Remote Consulting Services Fee: $\_\$/hour
- Client Services - Onsite Training Fee: $\_\$/day (minimum 2-days with 30-day notice.)
- Client Services - Remote Training Hours (Webinar Training): $\_$/hour

**Data Services [New Fee Schedule]**
- Data Services Hourly Fee: $\_\$/hour
- Data Services Hourly Fee - Expedited Fee: $\_$/hour
## WellSky Community Services (ServicePoint) Pricing Table

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

**Renewal Period:** November 1, 2018 - October 31, 2019

**Customer Reconciliation Worksheet Only**

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

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Lic./yr.</th>
<th>Amount $</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services (ServicePoint) - Software Maintenance, Enhancement &amp; Customer Support</td>
<td>LIC.</td>
<td>$10,780.00</td>
<td>Allows users to create and save their own Community Services (ServicePoint) based reports.</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Database Encryption Annual Maintenance</td>
<td>LIC.</td>
<td>$1,400.00</td>
<td>Allows users to view reports that have already been generated by Ad Hoc Reporting users.</td>
</tr>
<tr>
<td>Community Services (ServicePoint) - User Hosting Fee</td>
<td>LIC.</td>
<td>$9,940.00</td>
<td></td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Reporting User - Premium (Ad Hoc)</td>
<td>LIC.</td>
<td>$825.00</td>
<td></td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Reporting User - Basic (Report Viewer)</td>
<td>LIC.</td>
<td>$4,845.00</td>
<td></td>
</tr>
<tr>
<td>Community Services (ServicePoint) - Reporting User - Bandwidth Fee</td>
<td>LIC.</td>
<td>$612.00</td>
<td></td>
</tr>
</tbody>
</table>

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6.e

<table>
<thead>
<tr>
<th>Item</th>
<th>Usage</th>
<th>Unit</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services [ServicePoint] - AIRS Taxonomy (non-profit)</td>
<td>year</td>
<td></td>
<td>$125.75</td>
<td>A National Standard Service Classification (RSS) Certificate ensures secure transmission of data over the internet. ( Req. )</td>
</tr>
<tr>
<td>Community Services [ServicePoint] - SSL Certificate</td>
<td>year</td>
<td></td>
<td>$117.37</td>
<td>This certificate ensures secure transmission of data over the Internet. (Req. )</td>
</tr>
<tr>
<td>Community Services [ServicePoint] - Training Site</td>
<td>year</td>
<td></td>
<td>$880.24</td>
<td>An implementation specific site for training purposes— including software upgrade in concert with the production site. Includes I I service support. (Req. )</td>
</tr>
<tr>
<td>Community Services [ServicePoint] Module - CallPoint</td>
<td>year</td>
<td></td>
<td>$1,462.07</td>
<td></td>
</tr>
<tr>
<td>Community Services [ServicePoint] Module - Eligibility</td>
<td>year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resource Directory (CommunityPoint) - Support, Maintenance, and Hosting</td>
<td>Year</td>
<td></td>
<td>$1,397.21</td>
<td></td>
</tr>
</tbody>
</table>

**One-Time Fees**

<table>
<thead>
<tr>
<th>Item</th>
<th>Usage</th>
<th>Unit</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Services [ServicePoint] - User License (Add $1) Reflects 20% one-time bulk discount off $20 Tier II pricing</td>
<td>one-time</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Community Services [ServicePoint] - Database Subscription User License (Add $1) Reflects 20% one-time bulk discount off $50 Tier II pricing</td>
<td>one-time</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total One-Time Fees** $2,459.02

**Total Cloud Service Fees** $32,282.00
Resolution

HHS-R-0009-19

MODIFICATION THREE TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT CDBG-DR-05 BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF VILLA PARK

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

WHEREAS, the County approved this project on, September 23, 2014 as part of the Community Development Block Grant Disaster Recovery Action Plan Substantial Amendment 1 submitted to HUD and approved with Resolution DC-R-0257-14; and

WHEREAS, the Plan provided for a grant to the VILLAGE OF VILLA PARK in the amount of $1,000,000 for project CDBG-DR-05 for the purpose of infrastructure improvements in four different sections, for the purpose of reducing flooding potential, in Villa Park, IL 60181; and

WHEREAS, the VILLAGE OF VILLA PARK has approved an Agreement with the County covering the distribution and use of said grant funds; and

WHEREAS, on January 24, 2017, the County entering into an Agreement with the VILLAGE OF VILLA PARK to implement said project; and

WHEREAS, on October 26, 2017, said Agreement was modified to extend the Agreement expiration date of said project until June 30, 2018; and

WHEREAS, on June 26, 2018, said Agreement was modified to extend the Agreement expiration date of said project until December 31, 2018; and

WHEREAS, the VILLAGE OF VILLA PARK has requested a Modification to the Agreement for the purpose of extending the Agreement expiration date of said project until June 30, 2019 and said Modification request has been approved by the DuPage County Community Development Executive Committee on December 4, 2018 and the Health and Human Services Committee on December 4, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Modification to Agreement between DuPage County and the VILLAGE OF VILLA PARK, herein incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Modification on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and
Resolution
HHS-R-0009-19

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project CDBG-DR-05 so long as such amendments further the completion of said project and are in accordance with regulations applicable to the Community Development Block Grant Disaster Recovery Program and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to the VILLAGE OF VILLA PARK at 20 S. Ardmore Avenue, Villa Park, IL 60181; and Community Development Commission.

Enacted and approved this 11th day of December, 2018 at Wheaton, Illinois.

_______________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
To: Greg Hart, Chairman and Committee Members
    Health and Human Services

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

Date: November 15, 2018

Subject: CDBG-DR-05 Village of Villa Park Green Infrastructure Project
         Request for Third Modification, Third Time Extension

Background:

On January 24, 2017, County Board approved Agreement CDBG-DR-05. The Agreement was adopted by Resolution #CD-R-0257-14 as part of Substantial Amendment Number 1 for CDBG Disaster Recovery Funds on September 23, 2014. Grant funding in the amount of $1,000,000.00 was awarded for the purpose of infrastructure improvements in four different sections of the Village of Villa Park to reduce the possibility of future flooding events.

Construction of this project began in September 2017. At the Village’s request, a first, six-month time extension was approved on October 26, 2017, extending the grant expiration date to June 30, 2018. A second, six-month time extension was approved on June 26, 2018 until December 31, 2018 to complete the remaining construction after the winter shutdown and to allow for the establishment period for the plantings. To be acceptable, plants were required to be in a live healthy condition at the time of inspection in September. The inspection was completed in October 2018. It revealed some trees and plantings in questionable condition with the recommendation to wait until spring 2019 to determine if the plantings could recover or if they need to be replaced. This situation and the finalization of the construction contract with close out of the grant project constitute the basis for the extension request until June 30, 2019.

Recommendation: Staff recommends approval of a third, six-month time extension of project CDBG-DR-05 to June 30, 2019 contingent upon approval by the CDC Executive Committee.

If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
November 12, 2018

Ms. Mary Keating
DuPage County
Director of Community Services
421 North County Farm Road
Wheaton, Illinois 60187

RE: Community Development Block Grant – Disaster Recovery (CDBG-DR) Program
Washington Street Green Infrastructure Project
DuPage County CDC Project #CDBG-DR-05
Request for Grant Deadline Extension

Dear Ms. Keating:

The Village of Villa Park requests that the grant deadline for the referenced project, currently established as 12/31/2018, be extended by an additional term of six (6) months to 06/30/2019.

Construction of this project has now reached substantial completion at all sites. A planting establishment inspection was completed in October 2018. The inspection identified some trees and some plantings that were in questionable condition. However, rather than replace the affected plantings this fall, the inspector recommended that the best course of action would be to wait until spring to determine if any of the plantings in question might recover. It is the Village’s intent to follow the course of action recommended by the inspector and re-evaluate the questionable plantings in the spring.

The Village is requesting this six-month deadline extension for the purpose of extending the planting establishment period into spring of 2019, completing a follow-up inspection at that time, addressing any remaining tree and planting deficiencies which still exist, and subsequently finalizing the construction contract and closing out the grant project.

We thank you for your consideration of this request. If you have any questions or would like additional information, please do not hesitate to contact me at (630) 592-6052.

Sincerely,

Rich Keehner, Jr.
Village Manager
MODIFICATION THREE TO COMMUNITY DEVELOPMENT COMMISSION
AGREEMENT CDBG-DR-05
THIRD TIME EXTENSION

THIS MODIFICATION TO AGREEMENT is entered into this 11th day of December, 2018 by and between the COUNTY OF DU PAGE, ILLINOIS (hereinafter called “COUNTY”) and the VILLAGE OF VILLA PARK, ILLINOIS (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement CDBG-DR-05 which was adopted by Resolution # DC-R-0257-14 as part of the Substantial Amendment Number 1 for CDBG Disaster Recovery Funds on September 23, 2014, to grant funding in the amount of $1,000,000 for the purpose of infrastructure improvements in four different sections, for the purpose of reducing flooding potential, in Villa Park, Illinois 60181 (the PROJECT) (hereinafter, together with any previous modifications thereto, called “Agreement”). For the purposes of this modification, the grant will be extended until the specified date below and no lapse in the grant period is established with each time extension modification.

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

1. The time period covered by the Agreement is hereby extended to June 30, 2019.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

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

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

Date: ________________________________

Attest: _____________________________________
    Jean Kaczmarek, County Clerk

SUBGRANTEE: VILLAGE OF VILLA PARK, an Illinois Municipal Corporation

BY: _____________________________________
    Signature
    Printed Name: Richard Keehner, Jr.
    Title: Village Manager

DATE: ________________________________

ATTEST: _____________________________________
    Signature
    Printed Name: ____________________________
    Title: ________________________________
Resolution

FI-R-0007-19

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING FOR THE DUPAGE CONVALESCENT CENTER FOUNDATION-MUSIC THERAPY GRANT PY16
COMPANY 5000 - ACCOUNTING UNIT 2120
$1,000

(Under the administrative direction of the DuPage Care Center)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Convalescent Center Foundation-Music Therapy Grant PY16, Company 5000 - Accounting Unit 2120, pursuant to Resolution FI-R-0629-16 for the period October 1, 2016 through December 11, 2018, as amended; and

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that additional grant funds in the amount of $1,000 (ONE THOUSAND AND NO/100 DOLLARS) are available to be used to continue funding for music therapy services for the DuPage Care Center residents; and

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

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

WHEREAS, the 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 the additional funding in the amount of $1,000 (ONE THOUSAND AND NO/100 DOLLARS) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $1,000 (ONE THOUSAND AND NO/100 DOLLARS) be made and added to the DuPage Convalescent Center Foundation-Music Therapy Grant PY16, Company 5000 - Accounting Unit 2120 and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED that should local funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; 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 11th day of December, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
Resolution

FI-R-0007-19

DU PAGE COUNTY BOARD

Attest: _________________________________

JEAN KACZMAREK, COUNTY CLERK
ATTACHMENT

ADDITIONAL APPROPRIATION FOR
THE DUPAGE CONVALESCENT CENTER FOUNDATION-
MUSIC THERAPY GRANT PY16
COMPANY 5000 – ACCOUNTING UNIT 2120
$1,000

REVENUE

46009-0000 Private Grants $ 1,000

TOTAL ANTICIPATED REVENUE $ 1,000

EXPENDITURES

CONTRACTUAL SERVICES

53090 Other Professional Services $ 1,000

TOTAL CONTRACTUAL SERVICES $ 1,000

TOTAL ADDITIONAL APPROPRIATION $ 1,000
Resolution
FI-R-0008-19

ACCEPTANCE OF THE DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION

AGREEMENT NO. CD18-05
IN THE AMOUNT OF $400,000

(Under the administrative direction
of the Kenneth Moy DuPage Care Center)

WHEREAS, the County of DuPage, through the Kenneth Moy DuPage Care Center (“Care Center”), has been notified by the DuPage County Community Development Commission (“CDC”) that grant funds in the amount of $400,000 (FOUR HUNDRED THOUSAND AND NO/100 DOLLARS) are available through the U.S. Department of Housing and Urban Development’s Community Development Block Grant to be used by the Care Center for the replacement of two steam generators within the Care Center; and

WHEREAS, to accept these grant funds, the County of DuPage, through the Care Center, must enter into Agreement No. CD18-05 with the CDC, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment); and

WHEREAS, said grant funds are currently being accounted for in the Community Development Block Grant, Company 5000 - Accounting Unit 1440 - Account 53820; and

WHEREAS, no additional County funds are required to receive these grant funds; and

WHEREAS, acceptance of these grant funds does not add any additional subsidy from the County.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreement No. CD18-05 (Attachment) between DuPage County, through the Care Center and the CDC is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of the Care Center is approved as the County’s Authorized Representative; and

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

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 11th day of December, 2018 at Wheaton, Illinois.
Resolution

FI-R-0008-19

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE COUNTY OF DUPAGE
KENNETH MOY DUPAGE CARE CENTER
$400,000.00 – CD18-05

This AGREEMENT is entered into as of the ______ day of _________________, 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 THE COUNTY OF DUPAGE ("SUBGRANTEE") located at 400 N. County Farm Rd., Wheaton, IL 60187.

RECITALS

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

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development’s (“HUD’s”) Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds (“CDBG”) from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (“ACT”); and

WHEREAS, COUNTY, in accordance with its application to HUD, uses a portion of its CDBG funds for capital acquisition and improvement activities to meet the needs of the elderly, disabled, and families in crisis; and

WHEREAS, SUBGRANTEE has made application to COUNTY through its Community Development Commission ("CDC") for a portion of COUNTY’s CDBG funds; and

WHEREAS, COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG funds allotted to the COUNTY, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein (“CDBG FUNDS”); and

WHEREAS, the County Board approved this project as part of the 2018 Action Plan under Resolution #HHS-R-0087-18, as part of the 2015-2019 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program under Resolution #DC-R-0094-15; 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, as previously defined in the application and project description, dated September 30, 2016, submitted by the SUBGRANTEE, and further modified by a letter dated September 28, 2017 requesting a change of project scope and project description, approved by the Community Development Administrator: Boiler Replacement (hereinafter called "PROJECT")

B. The purpose of the activities funded pursuant to this Agreement is for replacement of two steam generators within the Kenneth Moy DuPage Care Center. The scope of activities will be limited to the following:

1. Replace two, 8,000 pound per hour steam generators which have extended the useful life.

2. Or other such related construction or acquisition costs that have the same intent as this Agreement and are pre-approved by CDC staff.

C. The SUBGRANTEE shall comply with administrative and procurement requirements as applied to the Community Development Block Grant program in accordance with 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”):

1. The Bid Specifications shall include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.

2. The SUBGRANTEE shall submit the Bid Specifications and plans to the offices of the DuPage Community Development Commission (hereinafter called “CDC office”) for staff’s approval. After approval of the Bid Specifications and plans, any project in the aggregate exceeding $150,000 must be publicly advertised in a local newspaper and any construction media.

3. The SUBGRANTEE shall include in the invitation for bids the statement “Minorities and women contractors are encouraged to submit bids.” If the project in aggregate is over the small purchase threshold of $150,000, the SUBGRANTEE shall publicly advertise in a local newspaper and any construction media specifically inviting MBE/WBE firms to submit bids. If the project in aggregate is below the small purchase threshold of $150,000, SUBGRANTEE shall send an invitation to bid to the MBE and WBE firms currently listed with DuPage County, as appropriate for the type of work to be done.

4. If sealed bids are required, all bids will be publicly opened at the time and place prescribed in the invitation for bids.

5. If sealed bids are required, the SUBGRANTEE shall provide the CDC office with a copy of the classified advertisement and the results from the bid opening.
6. The contract award will be made, in writing, to the lowest responsive and responsible bidder meeting specifications. Any or all bids may be rejected, if there is reason to believe that the low bidder will be unable to complete the project in accordance with the Bid Specifications, including but not limited to the following reasons: contractor has been debarred, suspended, declared ineligible or voluntarily excluded from participation by the U.S. government from working on Federally funded projects, contractor is unable to furnish any required bond, contractor has a poor record of past performance, or contractor’s bid is unusually low in relation to other bids and contractor is not able to document satisfactorily how it will be able to meet the Bid Specifications for the amount bid.

D. If the PROJECT is for a capital improvement on a facility or for residential rehab exceeding seven units, the SUBGRANTEE shall comply with the Federal Labor Standards and Prevailing Wage Rates as applied to the Community Development Block Grant Program in accordance with Title 29 of the Code of Federal Regulations, Part 5:

1. After the start of construction, the SUBGRANTEE shall provide to the CDC office staff, weekly reports of the contractor and/or subcontractors at the job site. The SUBGRANTEE shall conduct employee interviews of the contractor and/or subcontractors at the job site.

2. Originals of all documents required for compliance with the Federal Labor Standards shall be supplied to the CDC office.

E. SUBGRANTEE shall erect a sign in a prominent place at the job site crediting the DuPage Community Development Commission and HUD for funding of the PROJECT by including the following statement:

“Funding for this Project has been provided, in part, by the DuPage Community Development Commission from the U. S. Department of Housing and Urban Development’s Community Development Block Grant Program.”

F. The SUBGRANTEE shall provide a Progress Report to the CDC office each quarter (or monthly at the request of CDC staff). The progress reports shall begin upon the signing of the Agreement and shall continue until the PROJECT is closed out.

G. If applicable, the SUBGRANTEE shall provide the CDC office, prior to the start of construction, with an itemized list of all estimated expenditures. This list shall show expected quantities and unit prices for each item.

H. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. Written request for an Exception to this Agreement must be made, in writing, to the CDC Office explaining why the SUBGRANTEE needs the income, the specific activities the SUBGRANTEE will undertake with the funds and how the SUBGRANTEE will report the income and expenditures to the COUNTY. A written response to the request will be provided to SUBGRANTEE from the COUNTY. It is not anticipated that this project will generate program income.

I. Cost certifications and financial reviews will be required at various times throughout the construction of the project. If it is determined that costs are less than originally projected, or that revenues are higher, the County reserves the right to reduce the CDBG loan/grant amount.
III. AMOUNT AND TERMS OF GRANT

A. The COUNTY shall distribute to SUBGRANTEE, as SUBGRANTEE’s portion of the total grant received by the COUNTY and in consideration of SUBGRANTEE’s undertaking to perform the PROJECT, a maximum of FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00) (hereinafter "GRANT FUNDS"), to be paid in the manner set forth herein in Section VII.

B. This PROJECT shall be identified as CDC Agreement No. CD18-05. This identifying number shall be used by SUBGRANTEE on all payment requests.

C. SUBGRANTEE shall be responsible for the contribution of a minimum of Fourteen Thousand Six Hundred Fifty Six and 00/100 Dollars ($14,656.00) or approximately Four Percent (4%) of the total project cost in leveraging funds to the PROJECT, and evidence of said leveraging funds shall be made conspicuous within the written request and accompanying documents.

D. Grant funds for this PROJECT are awarded based on the ratio of the granted amount Four Hundred Thousand and 00/100 Dollars ($400,000.00) and the total project cost, Four Hundred Fourteen Thousand Six Hundred Fifty Six and 00/100 Dollars ($414,656.00), as provided in the application. The ratio of these two figures establishes the amount split between the COUNTY and the SUBGRANTEE. For this PROJECT, the COUNTY is committed to Ninety Six Percent (96%) and the SUBGRANTEE is responsible for Four (4%) of each payment request.

IV. SUBGRANTEE’S COMPLIANCE WITH THE ACT

A. COUNTY shall assist SUBGRANTEE in complying with the Act and the rules and regulations promulgated for implementation of the Act.

B. SUBGRANTEE agrees to abide by the Act, and all HUD rules and regulations promulgated to implement the Act, as identified in Exhibit "A" attached hereto and made a part hereof.

C. COUNTY, as a condition to this grant of funds, requires the SUBGRANTEE, when applicable to complete certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the Project, as set forth in Exhibit "B" attached hereto and made a part hereof.

D. The SUBGRANTEE shall comply and assist COUNTY in complying with 24 CFR part 58 prior to COUNTY’S disbursement of CDBG FUNDS to the SUBGRANTEE. Failure to comply with or violation of provisions in subparagraphs (1), (2), and (3) set forth below may result in the denial of any funds under this AGREEMENT. SUBGRANTEE shall:

1. At COUNTY’S request supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and

2. Carry out mitigating measures required by COUNTY or select an alternate property; and

3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CDBG or local funds for these program activities on a HUD assisted project until COUNTY has completed an environmental review to the extent required under 24 CFR part 58 and has given notification of its approval in accordance with 24 CFR part 58.
E. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on COUNTY’s determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

F. 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 ensure 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.

G. 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.

H. 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.

I. 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.

J. SUBGRANTEE shall maintain records to show and costs incurred, in relation to the Project, and shall prepare and submit monthly progress reports that describe the work already performed and anticipated during the remaining time of the Project. Upon fifteen (15) days’ notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.

K. 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.

L. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this Agreement.
M. SUBGRANTEE and COUNTY shall at all times observe and comply with Title 24 CFR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.

N. SUBGRANTEE shall transfer to the COUNTY any CDBG funds on hand and submit all billings attributable to this Project at the time this Agreement expires.

O. SUBGRANTEE will ensure that any real property under the SUBGRANTEE’s control that was acquired and/or improved in whole or in part with CDBG funds in excess of $25,000 is used to meet the benefit of low and moderate-income persons as defined by HUD, for a compliance period from the date CDBG funds are invested in the property until five years after closeout of the unit of general local government’s grant as required by HUD. To ensure the compliance period the SUBGRANTEE shall execute a Forgivable Mortgage and Forgivable Note in a form prescribed by COUNTY. Such mortgage and note must be executed before COUNTY releases funds to SUBGRANTEE. The mortgage shall be recorded in the public records of DuPage County.

P. SUBGRANTEE, a local unit of government, may not change the use or planned use of the Kenneth Moy DuPage Care Center (PROPERTY) (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless DuPage County provides affected citizens with reasonable notice of and opportunity to comment on any proposed change, and either:
   i. The new use of the PROPERTY qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
   ii. If DuPage County determines, after consultation with affected citizens, that it is appropriate to change the use of the PROPERTY to a use which does not qualify, it may retain or dispose of the PROPERTY for the changed use if DuPage County's CDBG program is reimbursed. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the PROPERTY, except that if the change in use occurs after grant closeout but within 5 years of such closeout, DuPage County shall make the reimbursement to the CDBG program account. Following the reimbursement of the CDBG program, the property no longer will be subject to any CDBG requirements.

V. RIGHTS TO SUBCONTRACT

A. SUBGRANTEE is herewith granted authority to subcontract all or any portion of the PROJECT to such engineers, architects, independent land use consultants, professional land planner, construction contractors or other entities as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE. SUBGRANTEE certifies that it will include in its contracts financed in whole or in part with GRANT FUNDS, all clauses required by federal laws, executive orders, or regulations, and each contractor will also include in its sub-agreements and contracts financed in whole or in part with GRANT funds all applicable clauses required by federal laws, executive orders, or regulations.

B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with 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”)

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VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.

B. After the COUNTY has received notification that HUD has released funds for the PROJECT, the SUBGRANTEE shall be authorized to accept the proposal of any subcontractor for the PROJECT.

C. COUNTY agrees to abide by the Act, and all HUD rules and regulations promulgated to implement the Act.

VII. BILLING PROCEDURE

A. Upon release of Grant Funds by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as reimbursement for costs incurred by SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE, shall comply with the following requirements:

1. SUBGRANTEE shall submit a listing of all disbursements of Grant Funds, on a form provided by the COUNTY.

B. Request for Payment

1. Any request for reimbursement pertaining to construction work shall include the following:

   a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of SUBGRANTEE’s knowledge, information and belief that, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and

   b. For final payment, that the work has been completed in a good, workmanlike, satisfactory manner and in conformance with the contract: and

   c. Any change orders must be authorized, in writing, by the SUBGRANTEE and a copy of such authorization shall be submitted to the CDC Office before payment pursuant to such change orders is made; and

   d. Processing of all requests for payment shall be contingent upon the submission of the required documentation by the contractor and subcontractor to the COUNTY that fully complies with Federal labor standards, Uniform Relocation Act or any other applicable Federal, State, County or local statutes, rules or regulations. COUNTY reserves the right to withhold a percentage of funded amount until all required documentation and work is performed to meet all federal and local standards; and

   e. SUBGRANTEE may request reimbursement for work completed and each Request for Payment must be accompanied by a copy of a cancelled check as documentation of payment to contractors. Alternatively, SUBGRANTEE may request that payment
be made directly to contractors for completed construction work on the Request for Payment Form by specifying the payee company name and address.

2. Any Request for Payment pertaining to acquisition shall be accompanied by a copy of an executed Contract for the purchase of real property and supporting documentation, if any, requested by the CDC Office.

3. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.

4. SUBGRANTEE shall cooperate with the COUNTY to facilitate the maintenance of financial records by the COUNTY as required by 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”).

C. The COUNTY shall process an acceptable request for Payment of GRANT FUNDS in accordance with this AGREEMENT, applicable HUD requirements and COUNTY fiscal policies.

VIII. 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.

B. SUBGRANTEE shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this Agreement and shall submit to COUNTY a quarterly progress report no later than the fifth (5th) day of the end of the quarter following the activity being reported. Quarters are based on a grant year of April 1, 2018 through March 31, 2019; reports would therefore be due July 5, 2018, October 5, 2018, January 5, 2019 and April 5, 2019. Final Reports to be clearly marked “FINAL.” CDC staff may request quarterly reports instead of quarterly reports. Other reporting requirements are specified in Sections II and IV.

IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

A. During the implementation of the PROJECT, COUNTY may terminate this Agreement or may suspend payment of Grant Funds to 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 suspend 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 IX, 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 withhold 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 expended in violation of any of the terms of this Agreement.

D. SUBGRANTEE shall transfer to the COUNTY any GRANT FUNDS on hand and submit all billings attributable to this Project at the time this Agreement terminates or is suspended.

X. 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 X, 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.

XI. TIMELINESS

A. Time is of the essence of this Agreement. SUBGRANTEE shall be responsible for meeting the target dates listed in the Progress Schedule in below. Any target that the SUBGRANTEE does not achieve within two months of the date listed will result in the SUBGRANTEE submitting a revised implementation schedule for approval by Community Development Commission Staff. Failure to achieve these deadlines may result in the loss or reduction of grant funds.
Progress Schedule

1. 50% of funds expended (claims submitted for 50% of funds)  
   Date: April 30, 2019

2. 100% of funds expended (claims submitted for 100% of funds)  
   Date: October 31, 2019

B. SUBGRANTEE shall complete the PROJECT by October 31, 2019. However, in the event of any alterations or additions or of circumstances beyond the control of SUBGRANTEE, which in the opinion of the Director of Community Services will require additional time for completion of the PROJECT, then in that case, the time of completion shall be extended by the Director of Community Services by a period of time not to exceed six (6) months.

C. If, after a period of twelve (12) months from the date of this Agreement, the SUBGRANTEE has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBGRANTEE; the Director of Community Services shall recommend to the COUNTY that this Agreement be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBGRANTEE of its action.

D. If SUBGRANTEE is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT within eighteen (18) months of the date of this Agreement or longer, it shall promptly give written notice to the Director of Community Services and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. The Community Development Commission shall immediately consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall act upon the extension request and recommendation, and notify the SUBGRANTEE of the time extension granted or of its denial of such request, and its intention to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted to the COUNTY for approval by SUBGRANTEE if the COUNTY grants an extension.

XII. 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. ASSIGNMENT - except as provided in Section VI hereof, SUBGRANTEE shall not assign this Agreement or any part thereof and SUBGRANTEE shall not transfer or assign any Grant...
Funds or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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: 
Jean Kaczmarek, County Clerk

SUBGRANTEE: DUPAGE COUNTY CARE CENTER

ADDRESS: 400 N. County Farm Rd.
Wheaton, IL 60187

BY: 
Kenneth Moy DuPage Care Center Administrator

DATE: 

ATTEST: 
Signature
Printed Name
Title
PURPOSELY LEFT BLANK
EXHIBIT A

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG funds in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

A. It possesses legal authority to make a grant submission to the County and to execute an agreement to undertake a community development and/or housing program;

B. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the Agreement, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the Agreement and to provide such additional information as may be required.

C. Prior to submission of its application to the County, the SUBGRANTEE has:

1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
   a. The estimate of the amount of CDBG FUNDS proposed to be used for activities that will benefit persons of low and moderate income; and
   b. Its plan for minimizing displacement of persons as a result of activities assisted with CDBG FUNDS and to assist persons actually displaced as a result of such activities;

2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;

D. The grant will be conducted and administered in compliance with:


2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

3. Section 109 of the Housing and Community Development Act of 1974, as amended C12 USC 1701u (Section 3); and the regulations issued pursuant hereto;

4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

   a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;

9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;

10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;

11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;

12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);


E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR 570.608 and 24 CFR Part 35; and

F. When a grant is in excess of $100,000 it will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606, Section 508 of the Clean Water Act (Federal Pollution Control Act)(33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the AESOP Assistant Administrator for Enforcement (EN-329).

G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.
I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing a drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);

4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will
   a. Abide by the terms of the statement; and
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction.

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

J. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
K. In regards to lobbying, the SUBGRANTEE certifies:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions to disclose lobbying activities pursuant to 31 USC 1352.

3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Community Development Block Grant Program
County of DuPage

The undersigned understands and agrees that it is a SUBGRANTEE of the Community Development Block Grant Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SUBGRANTEE further agrees to the following:

A. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.

B. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program construction.

C. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.

D. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.

E. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and Federally assisted construction contracts pursuant to the Executive Order.

F. It will carry out such sanctions and the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development may impose penalties for violation of the equal opportunity clause as upon contractors and subcontractors.

G. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUBGRANTEE until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.
SUBGRANTEE:  DUPAGE COUNTY CARE CENTER

ADDRESS:  400 N. County Farm Rd.
Wheaton, IL 60187

BY:  
Kenneth Moy DuPage Care Center Administrator

DATE:

ATTEST:
Signature

Printed Name

Title
Requisition under 25k dollars

2019-8
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
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<tbody>
<tr>
<td>November 19, 2018</td>
<td>JANUARY 7, 2019 - JANUARY 6, 2020</td>
<td>$7,845.00</td>
<td>DUPAGE CARE CENTER</td>
</tr>
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### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
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</thead>
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<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>11/20/2018 8:55 AM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>11/20/2018 11:28 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/27/2018 4:14 PM</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/27/2018 4:18 PM</td>
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<td>Paul Rafac</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/28/2018 11:56 AM</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>12/04/2018 10:15 AM</td>
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</tbody>
</table>
Procurement Review Checklist
Procurement Services Division

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

Vendor: Professional Medical & Surgical Supply, Inc.
Vendor #: 11409
Contract Term: 01/07/19 - 01/06/20
Contract Total: $7,845.00

Dept: DuPage Care Center
Contact: Mario Plata
Phone: 630-784-4416

Description of Procurement/Scope of Work/Background:
Purchase and distribution of liquid protein supplement: approved equal-Pro Heal critical Care sugar free and sugar free, for
the period January 7, 2019 through January 6, 2020, per renewal option under bid #17-235-GV, first of three one-year renewals.

Reason for Procurement:
DuPage Care Center is regulated by the IL Department of Public Health, which mandates and monitors our ongoing compliance
with applicable state and federal regulations that govern our practices, policies and procedures. Adherence to physical prescribed
orders for protein supplementation is necessary to avoid fines and penalties and ensure to bill for reimbursed care provided to our
residents/patients.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 1200-2025-52210
☐ Budget Transfer (Date) ________________ Add'l Information ________________

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # 17-235-GV
☐ 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)

cdk Nov 19, 2018 11-19-18
Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer 11/27/18 Procurement Officer 11-27-18
Date Date

Chief Financial Officer 11/27-18 Chairman's Office (Decision Memos Over $25,000)
(Decision Memos Over $25,000)
Date Date
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Professional Medical &amp; Surgical Supply, Inc.</th>
<th>Vendor #:</th>
<th>11409</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Alan Ferry</td>
<td>Email: <a href="mailto:alanf@promedsupply.com">alanf@promedsupply.com</a></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>1917 Garnet Court</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>New Lenox</td>
<td>State: IL</td>
<td>Zip: 60451</td>
</tr>
<tr>
<td>Phone:</td>
<td>800-648-5190</td>
<td>Fax: 866-726-7416</td>
<td></td>
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**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept:</th>
<th>DuPage Care Center</th>
<th>Division: Dining Services</th>
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</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Nancy Palima</td>
<td>Email: <a href="mailto:nancy.palima@dupageco.org">nancy.palima@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td>400 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-784-4422</td>
<td></td>
</tr>
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</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept:</th>
<th>DuPage Care Center</th>
<th>Division: Dining Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Mario Plata</td>
<td>Email: <a href="mailto:mario.plata@dupageco.org">mario.plata@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td>400 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-784-4416</td>
<td></td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept:</th>
<th>DuPage Care Center</th>
<th>Division: Dining Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Mario Plata</td>
<td>Email: <a href="mailto:mario.plata@dupageco.org">mario.plata@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td>400 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-784-4416</td>
<td></td>
</tr>
</tbody>
</table>

**Payment Terms**

F.O.B.

**PO 20 Delivery Date**

Requisitioner

**PER 50 ILCS 505/1**

**Destination**

**Use for**

PO25 only

**Contract Administrator**

**Contract Start Date**

January 7, 2019

**Contract End Date**

January 6, 2020

**Use for**

PO25 only

---

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
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<tbody>
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<td>EA</td>
<td>Liquid Protein Supplements (approved equal)</td>
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<td></td>
<td></td>
<td></td>
<td>7,845.00</td>
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</table>

**Requisition Total** $ 7,845.00

---

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

Liquid protein supplements (approved equal, option B and options D) for the DuPage Care Center, for the period January 7, 2019 through January 6, 2020, for a contract total not to exceed $7,845.00, per renewal option under bid #17-235-GV, first 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):**

December 2, 2018  HHS Committee

---

**Packet Pg. 56**
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the “County” and Professional Medical & Surgical Supply, Inc., hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-235-GV which became effective January 7, 2018 and which expires January 6, 2019. The contract is subject to an 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.


COUNTY OF DU PAGE, ILLINOIS
Signature on File

PROFESSIONAL MEDICAL & SURGICAL SUPPLY, INC.

Joan McAvoy
Buyer, Procurement Services Division

Signature on File

DATE 11-27-18

PRINTED NAME Alan Ferry Jr.

C00

PRINTED TITLE

DATE 11/27/2018
COUNTY OF DU PAGE, ILLINOIS

BID FORM
PROCUREMENT SERVICES DIVISION
BID #17-235-GV

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder
Professional Medical Supply

Main Business Address
1917 Garnet Court

City, State, Zip Code
New Lenox, IL 60451

Telephone Number
800-648-5180

Fax Number
846-724-7411

Bid Contact Person
Alan Ferry

Email Address
alan_f@promedsupply.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor  ☑ a Member authorized to sign on behalf of the Partnership
☐ an Officer of the Corporation  ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

/ (President or Partner) ____________________________________________  (Vice-President or Partner) _______________________________________

/ (Secretary or Partner) ____________________________________________  (Treasurer or Partner) _______________________________________

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 17-235-GV

________________________________________, and ____________ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.
COUNTY OF DU PAGE, ILLINOIS

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID AWARD CRITERIA:
This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

TOTAL PRO-STAT SUGAR FREE AWC™ (OPTION A):

$7476.60

Total (in figures)

Seven Thousand, Four Hundred Seventy-Six Dollars and Sixty Cents.

DELIVERY: 1-2 DAYS ARO

TOTAL APPROVED ALTERNATE EQUAL (OPTION B):

$3286.50

Total (in figures)

Three Thousand, Two Hundred Eighty-Six Dollars and Eighty Cents.

DELIVERY: 1-2 DAYS ARO

TOTAL PRO-STAT SUGAR FREE™ (OPTION C):

$5259.00

Total (in figures)

Five Thousand, Two Hundred Fifty-Nine Dollars and Zero Cents.

DELIVERY: 1-2 DAYS ARO

TOTAL APPROVED ALTERNATE EQUAL (OPTION D):

$4558.30

Total (in figures)

Four Thousand, Five Hundred Fifty-Eight Dollars and Twenty Cents.

DELIVERY: 1-2 DAYS ARO
## COUNTY OF DU PAGE, ILLINOIS

### Pro-Stat Sugar Free AWC™ (OPTION A)

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Percent of Mark-Up Over Cost</th>
<th>Unit Cost (Per Master Case)</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pro-Stat Sugar Free AWC™</td>
<td>60 cases</td>
<td>2%</td>
<td>$124.61</td>
<td>$7476.60</td>
</tr>
<tr>
<td>Manufactured by Nutricia</td>
<td>annually</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Pack: Four (4) 30 ounce/case</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flavors: Wild Cherry Punch</td>
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</tbody>
</table>

Approved Equal such as Pro-Stat Sugar Free AWC™ Manufactured by Nutricia, four (4) 30 ounce case (or provide information below) Based on Nutritional Value and Product Acceptance (taste) (OPTION B)

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Percent of Mark-Up Over Cost</th>
<th>Unit Cost (Per Master Case)</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product Name: Pro-Stat Critical Care</td>
<td>60 cases</td>
<td>2%</td>
<td>$54.78</td>
<td>$3284.80</td>
</tr>
<tr>
<td>Manufacturer: Professional Medical</td>
<td>annually</td>
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</tr>
<tr>
<td>Flavor: Cherry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Pack: Four (4) 30 ounce/case</td>
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</table>

### Pro-Stat Sugar Free™ (OPTION C)

<table>
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<tr>
<th>Product</th>
<th>Quantity</th>
<th>Percent of Mark-Up Over Cost</th>
<th>Unit Cost (Per Master Case)</th>
<th>Extended Cost</th>
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<tr>
<td>Pro-Stat Sugar Free™</td>
<td>60 cases</td>
<td>2%</td>
<td>$87.45</td>
<td>$5259.00</td>
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<tr>
<td>Manufactured by Nutricia</td>
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</tr>
<tr>
<td>Case Pack: Four (4) 30 ounce/case</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flavors: Vanilla</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case pack: (6)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approved Equal such as Pro-Stat Sugar Free™ Manufactured by Nutricia, four (4) 30 ounce case (or provide information below) Based on Nutritional Value and Product Acceptance (taste) (OPTION D)

<table>
<thead>
<tr>
<th>Product</th>
<th>Quantity</th>
<th>Percent of Mark-Up Over Cost</th>
<th>Unit Cost (Per Master Case)</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product Name: Pro-Stat Critical Care</td>
<td>60 cases</td>
<td>2%</td>
<td>$75.97</td>
<td>$4558.30</td>
</tr>
<tr>
<td>Manufacturer: Professional Medical</td>
<td>annually</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flavor: Cherry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case Pack: Six (6) 30 ounce/case</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS

*Percentage of mark-up over cost with cost defined as direct product cost plus freight. Should other liquid protein special supplements be prescribed on occasion, they could be purchased at pricing using the identical percent mark-up over cost.

<table>
<thead>
<tr>
<th>CORRESPONDENCE TO CONTRACTOR:</th>
<th>REMIT TO CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td>Professional Medical</td>
</tr>
<tr>
<td>CONTACT</td>
<td>Alan Ferry</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>1917 Garnet Court</td>
</tr>
<tr>
<td>CITY ST ZIP</td>
<td>New Lenox, IL 60451</td>
</tr>
<tr>
<td>TX</td>
<td>800-648-5190</td>
</tr>
<tr>
<td>FX</td>
<td>816-746-7410</td>
</tr>
<tr>
<td>EMAIL</td>
<td>Alan <a href="mailto:F@ProMedSupply.com">F@ProMedSupply.com</a></td>
</tr>
</tbody>
</table>

DuPage Care Center
Attn: Nancy Palima
400 North County Farm Road
Wheaton, IL 60187
TX: (630) 784-4422

DuPage Care Center
Attn: Mario Plata
400 North County Farm Road
Wheaton, IL 60187
TX: (630) 784-4416

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE).
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, 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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- 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: Alan Ferry, Jr.

Title: CCO

Date: 11/21/2018

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)
# Request for Change Order

**Procurement Services Division**

**Date:** Nov 16, 2018

**Attach copies of all prior Change Orders**

**Purchase Order #: 2807-0001 SERV**

**Original Purchase Order Date:** Oct 17, 2018

**Change Order #: 2**

**Department:** DuPage Care Center

**Vendor Name:** Pulmonary Exchange LTD. dba PEL/VIP Medical Staffing

**Vendor #: 11800**

**Dept Contact:** Clementine Nelson

**Date:** Nov 1

**Minuterraq (IQM2) ID #: 14006**

## Background and/or Reason for Change Order Request:

This contract is for rental of respiratory care equipment for the DuPage Care Center for the period October 22, 2017 through October 21, 2018, per Q17-209-GV.

The department analyzed the contract and it has been determined that this contract will need to be increased for final invoice.

Increase 1200-2050-53410 in the amount of $3,500.00 to cover rentals through the end of contract period of 10/21/18

## 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>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$14,160.00</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$20,660.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$24,160.00</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>16.94%</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B + D / A); (60% maximum on construction contracts)</td>
<td>70.62%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from: [ ] to: [ ]
- [ ] Increase/Decrease quantity from: [ ] to: [ ]
- [ ] Price shows: [ ] should be: [ ]
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

- [x] Increase (greater than 29 days) contract expiration from: [ ] to: [ ]
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source [ ]
- [ ] OTHER - explain below:

**Packet Pg. 63**
### 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: DuPage Care Center</th>
<th>Department Contact: Clementine Nelson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Requisition #: 2807-0001serv</td>
<td>Contact Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
<td>Contact Phone: 630-784-4251</td>
<td>Contact Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
<td>Vendor Name: Pulmonary Exchange LTD. dba PEL/VIP Medical S</td>
<td>Vendor #: 11800</td>
</tr>
</tbody>
</table>

**Date:** Nov 16, 2018

### Action Requested

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

- Increase contract in the amount of $3,500.00

### Summary Explanation/Background

Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

This contract is for rental of respiratory care equipment for the DuPage Care Center for the period October 22, 2017 through October 21, 2018. The department has analyzed the contract and was determined that an increase would be necessary to cover for final rentals.

### Strategic Impact

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

- **Quality of Life**

The department has analyzed this contract and has been determined that due to the increase of resident acuity on the sub-acute unit and the admission of more residents with acute respiratory co-morbidities for usage of Cpap/BiPap for rental could not be foreseen.

### Source Selection/Vetting Information

Describe method used to select source.

- Q17-209-GV

### Recommendations/Alternatives

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

1. DuPage Care Center recommends that this contract be increased in the amount of $3,500.00 to cover for final rentals.
2. Do not increase contract in the amount of $3,500.00 to cover for final rentals, however, DuPage Care Center will still need to provide the necessary rental for proper standard of care.

### 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: $3,500.00
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Date: ____________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid/Contract/PO #: _______</td>
</tr>
<tr>
<td>Company Name: Pulmonary Exchange</td>
</tr>
<tr>
<td>Contact Person: Gil Flores</td>
</tr>
<tr>
<td>Contact Emails: <a href="mailto:Gil.Flores@PELVIP.com">Gil.Flores@PELVIP.com</a></td>
</tr>
</tbody>
</table>

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- 30 days prior to the expiration of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract

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

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

Signature on File

Authorized Signature

Printed Name: Gil Flores

Title: Regional Sales Manager

Date: 8/10/18

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev: 3.1
4/7/18