

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1190120
Vendor Name: Professional Nursing Enrichmen
Invoice Number: 031918
Invoice Date: 03/19/18
PO Number: P0356901
Check Number: E0066460
Check Amount: \$ 3,302.00
Check Date: 04/11/2018
Department ID: 64004
Reviewer Name:
Voucher Number: V0507956
Redaction Type: None
Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

Professional Nursing Enrichments
173 Cambridge Lane
Bloomington, Illinois 60108
FEIN #205416292

College of DuPage
AP VERIFIED

04/09/18 - BETHANY CRUSE

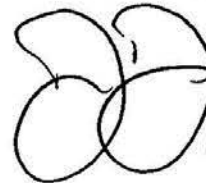
INVOICE # 031918
DATE: 3-19-18

Date:	Description	Cost
March 19, 2018-March 23, 2018 including the Evaluators Workshop	Train the Trainer Evaluators Class including IDPH Mandatory workstations	\$ 3,302.00
	Total Due:	\$3,302.00

COURSE # BNURS-0300-002 PO# 356901

THIS INVOICE CLOSES OUT PO # 356901

APPROVED



APR 04 2018

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Vendor AGREEMENT
Between
COLLEGE OF DuPAGE
And
Professional Nursing Enrichment

This Agreement (Agreement) is entered into this 12th day of December, 2016 between College of DuPage (COD) and Professional Nursing Enrichment (PNE) (Vendor). COD and PNE are from time to time collectively referred to as "Parties" for the purpose of offering Train the Trainer (Program) at College of DuPage.

SERVICES: PNE, the Vendor, shall perform the following services for College of DuPage:

Vendor will perform duties at the College using College facilities as appropriate. Duties shall include the instruction of the Approved Train the Trainer CNA Instructor Course for RNs with the Alzheimer's component and IDPH Approved Evaluator Workshop. PNE will review student eligibility, provide course curriculum, secure course evaluators, and complete and return program documentation.

WORK PRODUCT: All documents, including reports and all other work products produced by Vendor under this Agreement shall become and remain the property of College of DuPage. The Vendor shall submit any document, publication, brochure, electronic media, etc., which was developed for College of DuPage under this Agreement to the College for copyright or trademark by the College.

TERM: The term of this agreement shall be December 12, 2016 to June 30, 2019.

REMUNERATION: The total amount for FY17 shall not exceed \$14,000. The total not-to-exceed amounts will be predetermined by July 1, 2017, for FY18 and by July 1, 2018, for FY19. Invoices for services are to be submitted to College of DuPage prior to any payment to Professional Nursing Enrichment. ✓

Fees are based on providing training at \$3,302, per training, for approximately three (3) Train the Trainer offerings per year. Typically, a minimum of six (6) students and a maximum of ten (10) students enroll in the Train the Trainer program annually, at a tuition of \$599. An additional course may be added within the contract term dates to provide best practices to current educators at an anticipated amount of \$3,302, per training per year. This course would be offered one time a fiscal year as to not exceed the allocated budget of \$14,000. College of DuPage reserves the right to change tuition fees and determine the numbers of trainings per year.

INDEPENDENT CONTRACTOR: It is understood, acknowledged and agreed by the Parties that the relationship of Vendor to COD arising out of this Agreement shall be that of an independent contractor. Neither Vendor nor any employee or agent of Vendor is an employee or agent of COD and therefore, is not entitled to any benefits provided employees of COD. Vendor has no authority to employ/retain any person as an employee or agent for or on behalf of the COD for any purpose. Vendor shall not represent to anyone that he is an employee of COD.

PAYMENT: Vendor must agree to receive all payments from COD via an Automated Clearing House (ACH) transfer (CCD file format only). Instructions for registering for ACH payments are available on the COD's Purchasing Department web page: <http://www.cod.edu/about/purchasing/index.aspx>.

TAXES: Professional Nursing Enrichment shall be responsible for any and all state, local and federal taxes due related to income from the above services. Vendor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment. Professional Nursing Enrichment is required to provide a completed IRS W-9 document in order to conduct business with the College.

LIAISON: While performing these services, it is understood that Professional Nursing Enrichment will coordinate with Danielle Kuglin Seago, Program Manager, Healthcare, Continuing Education (name and title) or current Program Manager, Healthcare, Continuing Education.

LIABILITY: Professional Nursing Enrichment agrees to hold College of DuPage, its trustees, officers, directors, agents, successors and assigns, harmless from and against all losses, damages, injuries, claims, demands, and expenses, including attorney's fees, which may arise during the performance of this Agreement.

Professional Nursing Enrichment also represents and warrants that the services will not infringe any copyright, violate the rights of any person, or contain any other unlawful matter. Professional Nursing Enrichment shall defend, indemnify and hold harmless College of DuPage and others of whom it may license and grants rights, against all damages suffered and expenses incurred based on any breach or alleged breach of Professional Nursing Enrichment's warranty.

RESTRICTIVE COVENANTS: The Vendor will not, during the period of this Agreement, use any Information for his own benefit or for the benefit of any person or entity other than College of DuPage; disclose to any person or entity any Information learned as part of this consult; or remove or make copies of any Information, in any form; except, in each case, as may be required within the scope of Vendor's duties during the term of this Agreement.

Vendor agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Right Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Vendor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Vendor's services, or denied employment opportunities by Vendor on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.

Upon termination of this Agreement, or at any such time as the College may request, the Vendor will deliver to College of DuPage all copies in possession of any Information, in any form. Except on behalf of College of DuPage, the Vendor will not at any time assert any rights in or with respect to any Information. For purposes of this Agreement, "Information" means any research, operational, product or service information, processes, data, samples, drawings, market information, customer information, manner of operation, techniques, databases, promotions, and other information that may be deemed similar to, based on or derived from any of the foregoing, or information. Information does not include information, knowledge, or data, which the Vendor can prove, was in individual's possession prior to the commencement of this Agreement or information, knowledge, or data, which was or is in the public domain.

CERTIFICATION: All independent Vendors must also certify below regarding the status of any educational loans as required by state law effective January 1, 1988. (Must check one)

 X I certify that I am not in default of an educational loan guaranteed by the State in the amount of \$600.00 or more.

 I certify that I am in default on an educational loan guaranteed by the State in the amount of \$600.00 or more and I agree to make arrangements for repayment of this loan with the maker or guarantor within six months from the date of this contract.

_____ I certify that I am not employed elsewhere in the College as a regular or temporary employee.

NON EXCLUSIVITY: This Agreement is not exclusive in nature, and does not preclude Vendor or COD from forming training ventures or negotiating agreements with other institutions.

TERMINATION: COD may terminate this Agreement and the services at any time upon five (5) days written notice to Vendor. Written notice shall be deemed to have been given immediately when sent by email, fax or other electronic method and seventy-two (72) hours after being deposited in the United States mail. The College shall not be responsible for any services or expenses incurred after the date of termination.

In consideration thereof, both parties agree to the conditions set forth above.

Vendor

Professional Nursing Enrichment
Vendor Name

Kim Michael Lee
Chief Financial Officer

FEIN 205416393
SS# OR FEIN

12-12-2016
Date

12-21-16
Date

I agree with the terms stated above and certify that I have received a copy of the contract agreement.

Professional Nursing Enrichment, Gloria Kas
Vendor

Gloria Kas
Date

12-12-2016

Vendor
is also
employed by
College.
see
9/11/16
J

Professional Nursing Enrichment (PNE)

Train the Trainer (\$3,302 per course –estimated 3 courses annually)

Sole Source Contract Justification

While policy states that we need three verbal quotes when total spending will be between \$5,000 and \$14,999, the added benefits and long-term history of working with this vendor could not directly compared to the potential vendors, making PNE suited as the sole source vendor.

This vendor, Professional Nursing Enrichment (PNE), has been teaching the Approved Train the Trainer course for many years. PNE staff, Ms. Kas, is certified by the state and approved as a CNA/BNA instructor for training instructors and the material the facilitator presents is approved by and provided directly to PNE by the state of Illinois. There are limited numbers of approved trainers in the state of Illinois and we are fortunate to have a facilitator in our region to be able to offer the program. Because of our affiliation with this instructor and the specific nature of this program, we are also allowed to conduct the course at the DuPage Convalescent Center and use their training materials/equipment. The DuPage Convalescent Center resources used in this course not only come at no additional cost to COD, but also reduce general program overhead. This instructor, the resources of the DuPage Convalescent Center and the particular benefits of this specific program create a request package for COD that is difficult to replicate.

Professional Nursing Enrichment (PNE)

Train the Trainer (\$3,302 per course –estimated 3 courses annually)

Request for Approval

The College has a long-standing agreement with DuPage County Convalescent Center as the facility location used to provide instructional training for the Nursing: Train the Trainer-Certified Nurse Aid Instructor Course for RNs. This training is facilitated by (PNE) Professional Nursing Enrichment, FEIN #205416393. This company has several individuals involved, however one of the proprietors of PNE is Gloria Kas, who is also a lecturer for the 30 hour CNA program.

We respectfully request the approval to continue our relationship with PNE be granted for the following reasons:

- Gloria Kas, of PNE, maintains the established relationship with the Convalescent Center and ensures usage of space.
- She is the subject matter expert and an approved State Evaluator for the State of Illinois, a Board of Nursing Evaluator. There are limited approved Evaluators throughout the state.
- Three courses are scheduled with PNE per year, during college breaks (during winter break, spring break, and summer break).
- The program could not exist without PNE. We would need to cancel the program and identify alternative location and instructors, which would be extremely challenging as there are very few people within the entire state that has the appropriate credentials.
- This program trains instructors, who are then eligible to be hired by the College for the CNA program. There is a limited number of instructors in the state and offering this training program directly supports the College's ability to maintain instructors.