PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 11-84-036

SHELTER CARE FACILITIES

BETWEEN

COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE
JUVENILE PROBATION & COURT SERVICES

AND

HEARTLAND HUMAN CARE SERVICES, INC.

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 0 6 2013

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PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Heartland Human Care Services, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Shelter Care Facilities. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.
Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before

Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Department**" means the Cook County Using Department.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and

confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement .

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than $2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent

prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or

otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined,

Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than:1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **February 1, 2013** ("**Effective Date**") **and continue for a period of 36-months** or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to **2 additional one-year periods** under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall

reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of

the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Section 7a. in the performance of the Agreement.

(vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.
The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a

waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and

conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the

effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Modifications and Amendments

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section10.c. Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those

circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Juvenile Probation and Court Services
1100 S. Hamilton
Chicagb, IL 60612
Attention: Department Director

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Heartland Human Care Services, Inc.
208 S. LaSalle St., Suite 1818
Chicago, IL 60604
Attention: Joseph A. Antolin

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

Scope of Work

1. Project Overview

The Vendor will provide for safe quality 24-hour residential care for a minimum of sixteen (16) male clients and 4 female clients on non-secure detention status or Release Upon Request (RUR) status. The ages for these clients will range from 10 to 17. The services include, but are not limited to: housing (in a DCFS licensed facility) and meals for 16 male clients and 4 female clients; 24-hour supervision; development and maintenance of a comprehensive individual supervision and service plan for clients; living skills instruction; evidence based and gender responsive interventions for juvenile offenders; crisis intervention; recreation; transportation; medical and psychiatric services; referrals to community resources as needed; development and implementation of positive gender responsive behavioral management model; development and maintenance of linkages with key agencies that interact with the Juvenile Court to obtain relevant pre-existing information for clients without PO's, particularly DCFS and its subcontractors, the Illinois Department of Mental Health, school boards within Cook County, Cook County police districts and the Circuit Court of Cook County's Juvenile Probation and Court Services Department; provision of court testimony relating to client adjustment and identification of available resources; maintenance of statistics and other relevant data to be used in project evaluation; enhancement of a management information system that coordinates with the Juvenile Court's information system(s); provision of services on an emergency and/or expedited basis; and establishment of detailed written policies and procedures.

2. Vendor Requirements

- The vendor is a Child Welfare Agency licensed through DCFS in accordance with the Illinois Administrative Code (89 Il. Admin. Code 401 (2008)).
- The vendor has one (1) facility that is licensed by the DCFS as childcare institutions in accordance with the Illinois Administrative Code (89 Il. Admin. Code 401 (2008)). The female population must be separate from the population for the males and vice versa. There can be no interaction between the two populations.
- The vendor is compliant with the minimum standards established by the Illinois Department of Juvenile Justice as required in the County Shelter Care and Detention Home Act (55 ILCS 75/2).
- The vendor has clearly set out in its proposal the structure and process to be used to meet each program component as detailed in this RFP.
- The vendor has clearly demonstrated experience and expertise in matters relating to juvenile court proceedings and quality residential care.
- The vendor has identified sufficient and specific staffing to meet program requirements and has clearly articulated a plan and the ability to recruit and retain staff with sufficient and relevant training and experience which is representative of the populations to be served.
- The vendor has a realistic and cost-effective budget and has proposed a mechanism for compiling and maintaining data on services provided, the specific cost of those services and their effectiveness.
- The vendor has demonstrated a history of financial stability and sound fiscal and management experience.

- The vendor has demonstrated that cultural and ethnic diversity of clients and staff are incorporated in the design and delivery of quality services.

3. Program Standards and Operational Structure

The vendor's proposed program must meet all standards contained in this section. These standards supplement, and do not replace, requirements for compliance with all applicable laws, regulations and policies regarding provision of services to the Circuit Court and Cook County. The following standards govern the services structures and processes necessary with requirements of this RFP.

A. Standards of Service

The Proposer must employ an overarching philosophy of care that respects the dignity and worth of each child that responds effectively to each child's physical and psychological needs, that embraces diversity and uniqueness, and that operates within the framework of adolescent development. The primary goal is the provision of a safe and caring temporary shelter.
While some children may spend one or two days in the temporary shelter care facility, others may be there several days to several weeks. Therefore, the facility is required to provide services that will enhance the individual competency of each minor to lawfully self-manage when reintegrated into the community. The Proposer is also required to develop and implement a reintegration plan for clients without PO's that is in the facility for more than one week. This reintegration plan must foster positive social networks for each child for the purpose of sustainable lawful behavior.
The Proposer must demonstrate that all programs and services align with best practices in the field of juvenile justice. Most notably the services must be congruent with:

- the Circuit Court's Juvenile Detention Alternative Initiative;
- the Balanced and Restorative Justice philosophy of the Juvenile Court Act;
- the research evidence on reductions in reoffending; and
- the research on adolescent development.

The shelter care facilities shall develop and maintain a comprehensive and coordinated individual supervision and service plan for all clients. Services provided by the shelter care facilities shall be designed to eliminate barriers to services wherever they exist. Diversity of clients and staff shall be incorporated in the design and delivery of services. The shelter care facilities shall be accessible to all racial, ethnic and cultural groups.

B. Ethical Standards

All medical and clinical staff must comply with ethical standards for the provision of medical and mental health services as established by the respective professional disciplines and to any additional ethical provisions specific to clinical work promulgated by those professional associations.

C. Confidentiality

All shelter care facility staff must comply with policies and procedures promulgated by the Juvenile Court regarding the copying or distribution of reports or other documents produced by the shelter care facilities, and with applicable legal and ethical requirements concerning confidentiality.

D. Staff Qualifications

The administrator, program administrator, child care staff, professional staff, social work staff, teachers, recreation staff, qualified physician working in collaboration with the administrator, support personnel and volunteers must all minimally meet the requirements of the Illinois Administrative Code's licensing standards for Child Welfare Agencies (89 Ill. Adm. Code 401 (2008)) and Child Care Institutions and Maternity Centers (89 Ill. Adm. Code 404 (2008)). All residential staff must have documented experience in both the residential and child welfare licensing requirements. In addition residential staff must have a demonstrated ability to interact with court involved youth in a positive and affirming manner.

All staff performing services shall be appropriately qualified and licensed and appropriately supervised in their respective discipline. Staff shall have received relevant education and training and have significant experience with evaluating children and families in a juvenile court setting. All shelter care staff will maintain current certification in CPR, First Aid, crisis prevention or restraint training (e.g., CPI) and be trained in medication monitoring. All staff candidates must comply with the screening/hiring protocols established by the Cook County Board of Commissioners and the Office of the Chief Judge, including but not limited to: submission to urine drug testing as a condition of employment and random urine testing for illegal use of drugs throughout employment with just cause; successfully pass a criminal record check and cause CANTS check to be initiated by the Juvenile Probation and Court Services Department, in order to be removed from conditional employment status in favor of permanent employment status. In addition all shelter care facility staff must be at least eighteen (18) years old and comply with DCFS requirements for background checks.

Any proposals with school based programming being integrated into the shelter care must comply with Illinois and federal education laws and regulations, including but not limited to the Illinois State Board of Education requirements. All educational staff must possess and maintain required state and federal certifications for educating regular and special education students.

Staff transporting client shall possess a valid driver's license and appropriate automobile insurance if they drive the agency's vehicle for the purpose of transporting clients to and from court and other agency sponsored outings. Copies of all background checks and CANTS (including a copy of the DCFS clearance upon receipt), driver's license and insurance shall be provided to the Juvenile Probation and Court Services Department.

Any staff person that does not qualify for independent practice in their profession must have a designated supervisor who is specifically responsible for their performance at the Juvenile Court Shelter Care Facilities. All such supervisors shall sign off on any evaluation reports, other documentation submitted to the Juvenile Court, and notes and records generated by the employee.

All staff shall have access to and participate in training and continuing education activities to ensure efficient and effective provision of residential and clinical services, to enhance relevant professional development, to maintain awareness of legal developments related to medical/mental health and forensic issues, and to foster cultural sensitivity.

Staff must minimally be trained in accordance with the Illinois Administrative Code (89 Il. Admin. Code 404.22 (2008)).

Clinical staff shall practice in conformity with applicable established practice standards and guidelines for the respective profession, in addition to guidelines established by the vendor. The successful vendor will cooperate with the Juvenile Probation and Court Services Department's supervision of all activities to monitor compliance with contract terms and program guidelines.

Vendors must provide a description of the proposed program for the operation of the Juvenile Court Shelter Care Facilities. This description must address all program components, including a timetable for implementation. Vendors must also describe how the shelter care facility services will be integrated.

4. Service Components

Proposals shall contain a plan to provide the services described in this Section.

A. Licensing and Facility Requirements

The Proposer must have and maintain a Child Welfare License through DCFS in accordance to the Illinois Administrative Code (89 Il. Admin Code 401 (2008)). The Proposer must provide and maintain licensed, staff secure shelter care facilities for male and female clients diverted from the JTDC by the Circuit Court of Cook County. The facility(s) for the females must be separated from the facility(s) for the males and vice versa. There can be no interaction between the two populations. All facilities must be licensed by DCFS as a childcare institution in conformance with the Illinois Administrative Code (89 Il. Admin. Code 404 (2008)). In addition, pursuant to the County Shelter Care and Detention Home Act, the shelter care facilities must comply with the minimum standards established by the Department of Juvenile Justice (55 ILCS 75/2).

The facility(s) designated for males must have minimum bed space for sixteen (16) clients. The facility(s) designated for females must have bed space for a minimum of four (4) clients. The Proposer must address each facility's capacity to provide additional beds to cover an unexpected influx of non-secure clients and the per diem rate for additional clients. The facilities must be in accordance with zoning laws/ordinances.

All shelter care facilities must be located within fifteen (15) miles of the Juvenile Court located at 1100 S. Hamilton Avenue, Chicago, IL 60612. All facilities must be equipped with appropriate smoke and fire detection systems as well as electronic security systems. All shelter care facilities must be equipped with phone lines, utility service, basic security system, furnishings, household and other necessary equipment (i.e., beds, kitchen appliances, staff and client computers, printers, fax and copy machines). Proposals must include a detailed description of the facility's accommodations.

The vendor's proposal must include **off-site services needed to complete assessments and to accommodate clients to whom the shelter care facility is not readily accessible (such as client's follow-up medical services).** In addition, the vendor's proposal must provide for services as required in the following locations (including but not limited to transportation to and from):

- 1100 S. Hamilton Avenue, Chicago, IL 60612

- 2nd Municipal District, 5600 Old Orchard Road, Skokie, IL 60077;
- 3rd Municipal District, 2121 Euclid, Rolling Meadows, IL 60008;
- 4th Municipal District, 1500 Maybrook Drive, Maywood, IL 60153;
- 5th Municipal District, 10220 South 76th Avenue, Bridgeview, IL 60455;
- 6th Municipal District, 16501 South Kedzie Avenue, Markham, IL 60426.

The shelter care facility staff will not have established offices in the Juvenile Court facilities.

Proof of all licenses must be submitted with the Proposal and must be maintained throughout the duration of any contract with the County. The facilities must be made available for any site tours requested by the County or the Office of the Chief Judge.

B. Staffing Requirements

The vendor is responsible for submitting a detailed staff proposal. The successful vendors will have a staffing plan that complies with licensing standards for staff qualifications and client to staff supervision. Successful vendors will have a staffing plan that meets the dietary and nutritional needs of developing adolescents. Staffing plans must have around the clock supervision with staff maintaining a constant awareness of each client's whereabouts at all times during the term in shelter care. Absconders and program violators must be immediately reported to the Juvenile Probation and Court Services Department.

Staffing shall delineate the appropriate number of administrative, clinical and ancillary support staff that is responsive to the referrals from the judiciary and related court agencies.

The Office of the Chief Judge is committed to providing services that are culturally sensitive to individuals of diverse racial, ethnic, cultural and socioeconomic backgrounds. Vendors are expected to recruit and train staff to be culturally sensitive.

C. Description of Proposed Team

Vendors shall identify each organization included in its team, including any joint venture partners or subcontractors. For each such organization, proposals shall include information regarding location(s) of operation, number of years in business, number of employees, areas of expertise and any other information which will help characterize the team.

D. Intake and Admission Criteria

Clients will be identified and selected for the Juvenile Court shelter care facilities by Circuit Court of Cook County Probation Officers. All clients will be reviewed and authorized by the Deputy Chief Probation Officer of the Diversion Services Division or his/her designee to determine that the client meets established admission criteria. All referrals authorized by the Court through the Juvenile Probation and Court Services Department will be on no-decline basis.

The staff secure shelter care facilities will admit into shelter care only those clients authorized by Detention Release Officers and Detention Screening Officers. Successful vendors shall provide an intake staff to accept and respond to admissions and request for releases on a 24-hour, 7 days a week basis.

General admission criteria for the shelter care facilities are as follows:

- Male or female clients, 10-17 years of age
- RUR to parent or guardian status;
- RUR to Shelter Care Facility if minor is in JTDC custody;
- Clients on non-secure status
- Clients awaiting a long-term placement.

Vendors must detail intake and admission criteria proposed beyond the general admission criteria.

Successful vendors will work with the Juvenile Probation and Court Services Department to streamline and expedite the referral and admission process into the staff secure shelter care facilities. Vendors must detail their proposed intake and admission criteria beyond the general admission criteria, including proposed protocols for, on rare occasions, admitting clients with incomplete packages. Proposers must also identify any and all criteria for clients who will not be accepted into the shelter care facilities. In addition, vendors must identify any conditions for admitting youth on psychotropic medications and pregnant female clients.

E. Number of Youth Served

The Juvenile Court Shelter Care Facilities must serve a minimum daily population of twenty (20) minors designated for Shelter Care by the Circuit Court of Cook County (sixteen (16) males and four (4) females). A minimum of twenty (20) beds (sixteen (16) males and four (4) females) per day will be reserved for exclusive use of the Juvenile Court.

F. Residential Programming

Room and board must be provided to all clients admitted to the staff secure shelter care facilities, including nutritional meals at and away from the residential facility (i.e. court). Successful vendors shall comply with all food and health requirements of the Illinois Administrative Code to ensure the nutritional needs of the clients are met (89 Il. Admin. Code 404.38 (2008)).
The vendors proposed program must contain:

- A safe and secure environment that includes room and board (meals);
- 24-hour supervision;
- Administration of an evidence based gender responsive risk/needs assessment for juvenile offenders;
- Development and maintenance of a comprehensive individual supervision and service plan for clients;
- A daily activity schedule;
- Access to education either on or off site; if the minor is not eligible to attend a CPS designated school, the vendor will transport the minor to an alternate site, ie., a safe school or the vendor will provide onsite certified education.

- Gender responsive, best practices, quality interventions, including but not limited to evidence based individual and group counseling (e.g., increased social skills, reduced impulsivity, rational behavior training, cognitive behavior interventions that address criminal tendencies, and substance abuse and trauma interventions);
- Basic living skills instruction;
- Recreation plan;
- Transportation to and from court;
- Plan for servicing clients on psychotropic medications;
- Plan for servicing pregnant female clients;
- Medical and psychiatric services;
- Crisis Intervention;
- Positive gender responsive behavior management model;
    - Discipline, behavior management and crisis intervention must minimally be in compliance with the Illinois Administrative Code's requirements for Discipline and Behavior Management in Child Care Facilities (89 Il. Admin. Code 384 (2008)).
- Referrals to community resources;
    - Successful vendors will provide linkage agreements from community based organizations willing to provide needed resources for clients;
- Minimum 6:1 client to staff ratio.

The Juvenile Court Shelter Care Facilities must provide services for clients RUR to the shelters who are on psychotropic medications and meet the agreed upon intake criteria. The Juvenile Court Shelter Care Facilities must also provide both medical and psychiatric services for all RUR clients. All clients must be seen by a psychiatrist/psychologist within seventy-two (72) hours of admission to the shelter care facility. The facility must monitor each client's current medications and make sure that appropriate treatment and protocols are being followed. The Juvenile Court Shelter Care facilities must ensure that all accepted clients in need of a physical exam be seen by a physician.

G. Emergency and Expedited Placement at Shelter Care Facilities

The successful proposal will contain a plan for provision of shelter care placement on an emergency and expedited basis.

H. Length of Services

Shelter Care Services will be limited to 10 calendar days per client, per court referral, unless earlier released or extended based on the authority vested in the Juvenile Probation Department by The Circuit Court of Cook County.

I. Administration

The vendor will be responsible for all administrative areas including:

- human resources (hiring and supervising all Juvenile Court staff secure shelter care facility staff)
- fiscal/budget
- policies/procedures
- information management and record keeping

The successful proposal will contain a detailed description of administrative services including the development documentation and maintenance of clearly articulated policies and procedures that will support shelter care operations. The successful proposal also will describe administrative services that demonstrate familiarity with and incorporation of the particular institutional requirements of collaboration and cooperation between the Juvenile Court Shelter Care Facilities and the Office of the Chief Judge, the Juvenile Court, the County, and the various agencies involved in Juvenile Court proceedings. The successful proposal will address the distinct needs of shelter care facilities in this juvenile court setting, including implications of confidentiality requirements and service to multiple Juvenile Court locations.

J. Data on Operation and Services

The vendor shall be responsible for compiling and maintaining statistical data required for evaluation of the operation and services. This data will be used for monitoring and evaluating shelter care facility functions. Proposals shall present a viable plan for the collection and maintenance of that data, including but not limited to intake and admissions, unusual incident reports, court reports, daily populations reports (including demographic information), quality assurance reports.

The vendor is required to cooperate with the Office of the Chief Judge in all matters concerning operational evaluation. The vendor must establish mechanisms to compile information as specified by the Office of the Chief Judge regarding the quality of services and administrative operations. Juvenile Court Shelter Care Facility staff shall complete and submit to the Office of the Chief Judge specified data for all appropriate activities.

K. Management Information System

The proposal must describe the vendor's plan for information management. The plan must address communication with the Court, records management, data processing and general office automation. The vendor must provide shelter care facility staff access to personal computers, as well as printers and copy/fax machines.

L. **Program Evaluation**

The vendor is required to cooperate with the Office of the Chief Judge in all matters concerning program evaluation. The vendor must have in place mechanisms to compile information as specified by the Office of the Chief Judge regarding the quality of programmatic and administrative operations. Juvenile Court Shelter Care Facility staff shall complete and submit to the Office of the Chief Judge specified data for all appropriate activities.

The vendor is expected to meet the current average successful completion rate of 90% over a one year period (data taken from 2008 with successful completion defined as client returning to court arrest free). The vendor will be required to meet with the Office of the Chief Judge as necessary to review performance under the contract. The Office of the Chief Judge will determine the frequency of performance review in consultation with the shelter care facility's director. It is expected that the frequency of performance reviews will vary throughout the duration of the contract and that reviews will occur more frequently, e.g. at least monthly, in early phases of implementation. The review shall include, but may not be limited to, performance goals, budget,

quality improvement, management, communication and cooperation with the Office of the Chief Judge and the County and overall contract compliance. As part of this review process, the Office of the Chief Judge may audit all service delivery documentation and reports required by the Program Standards, billing documentation and such other information the vendor is required to maintain and/or develop as a result of the contract.

All activities and services provided by the vendor shall be documented in a manner that enables determination that services were delivered in accordance with all contractual agreements, applicable statutes, regulations, policies and guidelines. The vendor shall submit quarterly reports detailing activities and service delivery according to a standard reporting format developed in consultation with the Office of the Chief Judge.

M. Volume of Work

The annual workload for the twelve month period ending December 2010 was as follows:

Male Shelter Care Facility

Court Referral Admissions	226
Non – secure Custody Admissions	177
Total Admissions	403

The average daily population for 2008 was fifteen (16) males.

Female Shelter Care Facility

Court Referral Admissions	37
Non – secure Custody Admissions	39
Total Admissions	76

The average daily population for 2008 was five (2.5) females.

EXHIBIT 2

Schedule of Compensation

1. METHOD AND RATE OF PAYMENT

Rate of Compensation

Proposers must provide a per diem rate based upon monthly average bed space utilization. To assure the continued operation of the program, Proposers must detail the necessary cumulative monthly per diem needed for twenty (20) bed capacity (i.e., guaranteed beds).

Complete the cost for each item listed below (see Cost and Budget Detail Instructions):

1. Project Personnel	$ 2,626,414.00
2. Equipment	$ 80,100.00
3. Contract Services	$ 13,500.00
4. Training	$ 7,500.00
5. Transportation	$ 29,100.00
6. Operational	$ 447,300.00
7. Indirect Costs	$ 426,121.00

Cost per Year $ 1,210,012.00

GRAND TOTAL PROJECT COST **$ 3,630,035.00**

SERVICE DATE: O Days (Immediately)
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

Signature: _____

Revised

HEARTLAND HUMAN CARE SERVICES (HHCS)
MANUEL SAURA CENTER JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI)
FY2013 BUDGET - FEBRUARY 1, 2013 THROUGH JANUARY 31, 2014

	UNIT COST	# OF UNITS	UNITS	TOTAL COSTS
1. PERSONNEL				
a. Salaries and Wages				$ 660,909
b. Fringe Benefits				$ 188,822
Total Personnel				$ 849,731
2. EQUIPMENT				
a. Household Furnishings	400.00	12	months	$ 4,800
b. Household Equipment	250.00	12	months	$ 3,000
c. Computer hardware and software	200.00	12	months	$ 2,400
d. Communications	1,250.00	12	months	$ 15,000
e. Office Equipment	125.00	12	months	$ 1,500
f. Signage	0.00	0		$ -
Total Equipment				$ 26,700
3. CONTRACT SERVICES				
a. Copier Maintenance	300.00	12	months	$ 3,600
b. Security monitoring maintenance	75.00	12	months	$ 900
Total Contract Services				$ 4,500
4. TRAINING				
a. Staff Development	166.67	12	months	$ 2,000
b. Recruitment	41.67	12	months	$ 500
Total Training				$ 2,500
5. TRANSPORTATION				
a. Transportation & Vehicle Purchase/Maintenance	600.00	12	months	$ 7,200
b. Vehicle Insurance	208.33	12	months	$ 2,500
Total Transportation				$ 9,700
6. OPERATIONAL				
a. Clothing	166.67	12	months	$ 2,000
b. Linens	41.67	12	months	$ 500
c. Food	3,000.00	12	months	$ 36,000
d. Personal and Hygiene Items	166.67	12	months	$ 2,000
e. Recreational Equipment and Supplies	350.00	12	months	$ 4,200
f. Program Occupancy for licensed site	5,000.00	12	months	$ 60,000
g. Utilities	2,000.00	12	months	$ 24,000
h. Physical plant maintenance/upkeep	416.67	12	months	$ 5,000
i. Professional Liability/Facility Insurance	500.00	12	months	$ 6,000
j. Medical supplies	250.00	12	months	$ 3,000
k. Employee Business Expense	125.00	12	months	$ 1,500
l. Cleaning Supplies	250.00	12	months	$ 3,000
m. Office Supplies	125.00	12	months	$ 1,500
n. Postage	33.33	12	months	$ 400
Total Operational				$ 149,100
7. TOTAL DIRECT COSTS				$ 1,042,231
8. TOTAL INDIRECT COSTS: (13.3% of Total Direct Costs)				$ 138,617
9. TOTAL FY12 BUDGET				$ 1,180,848

Last Name	First Name	Job Title	FTE Amount	Base Amount (annual)	Total Salary
Craine	Stephanie	Case Manager	100%	$28,572.00	$28,572.00
Mathis	Patrice	Case Manager	100%	$29,300.00	$29,300.00
Jackson	Charleen	Caseworker	100%	$26,741.00	$26,741.00
Phillips	Lula	Caseworker	100%	$28,013.00	$28,013.00
Boho-Rodriguez	Stephanie	Director	100%	$52,355.00	$52,355.00
Clark-Morgan	Lisa	Mental Health Clinical Pract	100%	$35,604.00	$35,604.00
Foster	Lacrisia	Senior Case Manager	100%	$34,441.00	$34,441.00
Minter	Sabrina	Case Manager	100%	$28,572.00	$28,572.00
Amadi	Francis	Case Manager	100%	$37,829.00	$37,829.00
Bailey	Mario	Case Manager	100%	$28,572.00	$28,572.00
Burton	Lahman	Case Manager	100%	$32,815.00	$32,815.00
Menendez	Paul	Case Manager	100%	$27,169.00	$27,169.00
Ross	Derrick	Case Manager	100%	$29,300.00	$29,300.00
Thomas	Jermaine	Case Manager	100%	$27,169.00	$27,169.00
Perry	Keven	Case Manager	100%	$27,169.00	$27,169.00
Washington	Anthony	Caseworker	100%	$32,201.00	$32,201.00
Coppage	Michael	Manager	100%	$41,218.00	$41,218.00
Pasakarnis	Janet	Manager	100%	$40,000.00	$40,000.00
Johnson	Darius	Senior Case Manager	100%	$31,999.00	$31,999.00
Boyas	Lucia	Program Assistant	50%	$29,402.00	$14,701.00
Melecio	Ileana	Program Assistant	100%	$27,169.00	$27,169.00
TOTAL					**$660,909.00**

Cost Proposal

Heartland Human Care Services, Inc.
Manuel Saura Center
Juvenile Detention Alternative Initiative (JDAI)
20-Bed Budget
FY13 Budget for 2/1/2013 – 1/31/2014

Category	Total Budget
Personnel	849,731
Equipment	26,700
Contract Services	4,500
Training	2,500
Transportation	9,700
Operational	149,100
Total Direct Costs	1,042,231
Indirect Costs	138,617
TOTAL BUDGET	$1,180,848

Heartland Human Care Services, Inc.
Manuel Saura Center
Juvenile Detention Alternative Initiative (JDAI)
FY13: FEBRUARY 1, 2013 – JANUARY 31, 2014

DETAILED COST PROPOSAL

1. PERSONNEL

See attached list for staff and salary detail. The total of all program salaries for the budget is $660,909. Fringe Benefits are calculated at approximately 28% and total $188,822. The total for Personnel Costs is $849,731.

2. EQUIPMENT

a. Household Furnishings

This item includes all the costs associated with replacing household furnishings for bedrooms and bathrooms as well as furniture for the dining room and the common areas of the house that will be used by all children and include couches, chairs, carpeting and televisions, due to wear and tear. Total = $4,800

b. Household Equipment

This includes equipment for the facility needed to carry out program functions in areas used by children as well as those used by staff. Total = $3,000.

c. Computer hardware and software

This includes replacement/upgrades of computers for children's use as well as for staff use. Total = $2,400.

d. Communications

Communication includes expenses for program telephone lines and service. This item also includes cell phones that are used by key program managers and staff to respond to emergencies and other urgent programmatic needs of their presence and to communicate with each other and the program 24 hours a day, while on-call and for other issues related to the children in our care. Total = $15,000.

e. Office Equipment

This includes the maintenance and repair of office equipment, and general maintenance of computers, fax and peripheral equipment. Total = $1,500.

f. Signage

None.

3. CONTRACT SERVICES

a. Copier maintenance

This cost covers the monthly maintenance of the program's copier to provide paperwork for office use and children's files. Total = $3,600.

b. Security monitoring maintenance

This cost covers monthly service and monitoring of the security and fire protection systems. Total = $900.

4. TRAINING

a. Staff Training and Development

Various employees who are licensed and/or certified utilize these funds to maintain certification. Among these courses are those for LCSW continuing education courses for certification for our clinical personnel. Additionally every employee is required to participate in seminars and courses that will enhance their ability to perform at a desire and expected standard set for Heartland Human Care Services residential childcare workers. These include child development courses and certification by the Crisis Prevention Institute on Non-violent Crisis Intervention. Professional membership fees may be included in these costs as well. These funds also cover costs associated with training and certification in First Aid and Cardiopulmonary Resuscitation by the American Red Cross. Total = $2,000.

b. Recruitment

Based on our experience we anticipate placing several classified ads during this year in on-line recruiting websites, as well as participating in area job fairs. Understanding that residential programs typically experience relatively higher staff turnover, and the expenses associated with maintaining the required staff to client ratio, we've combined our recruitment efforts with the rest of the Heartland Alliance's Youth and Residential Services to benefit from a larger pool of applicants from which to recruit as well as lowering the costs associated with the advertisement for open positions. Total = $500.

5. TRANSPORTATION

a. Transportation & Vehicle Maintenance

This item is for the monthly payments for and maintenance of the program vehicle at the facility. The vehicle is used to transport children on a daily basis to court, specialized medical care appointments and field trips, etc. Total: $7,200

b. Vehicle Insurance

Automobile insurance for the program vehicle is covered in this item. Total = $2,500

6. OPERATIONAL

a. Clothing

Includes client clothing worn while in the house, such as T-shirts, shorts, sweatpants, sweatshirts, socks, underwear, house shoes, gym shoes, and school uniforms. Also, the children receive climate appropriate clothing, including winter coats, hats, gloves and boots. Total = $2,000.

b. Linens

Includes replacement of bed linens, towels and washcloths as needed due to daily use. Total = $500.

c. Food

All costs associated with the purchase of foods, canned, dry goods as well as fresh and frozen items to insure that nutritional and culturally balanced meals are served to the children are included in this line item. The costs associated with transportation and delivery charges for food items from our vendors are also included herein. Total = $36,000.

d. Personal and hygiene items

Includes hygiene items for boys and girls, as well as items for personal grooming and self-care. Total = $2,000.

e. Recreational Equipment and supplies

These activities include movies, video rentals, plays, sporting events, community events museums, concerts, skating, and ay recreational equipment to be used in the facility, such as board games, basketballs and sports equipment. Total = $4,200

f. Program Occupancy for Licensed site

This includes costs for leasing the licensed facility with separate programming for boys and girls located at 2732 N. Kedzie. Total = $60,000

g. Utilities

Based on historical information these numbers reflect the costs for electricity, water and gas to operate the facility. Additional costs are related to waste removal from the program site as required by the health department and the city. Also, pest control costs are included. As required by the Department of Health, the program site must be maintained free of all pests and vermin to insure the health, comfort and well being of the children and staff. Total = $ 24,000.

h. Physical Plant maintenance and Upkeep

These funds are anticipated for general building maintenance and repair to plumbing, electrical, lighting fixtures, and for the fire extinguisher maintenance contract, as well as

repairs to the air conditioning and heating systems by technical experts. In addition this line covers repair and/or replacement of light and bathroom fixtures resulting from the normal wear and tear by the children in the programs. Purchases of paint, tools, light bulbs, masking tape, sheet rock, bathroom fixtures, windows and general maintenance of office space are also included. Total = $5,000

i. Professional Liability/Facility Insurance

Property Insurance includes building and contents and professional liability for the facility. Total: $6,000

j. Medical Supplies

This item covers the costs for medical supplies such as prescription, over-the-counter medication, bandages, medical and first aid kits, supplies and triage equipment for both staff and physician use are included in this item. Total = $ 3,000.

k. Employee Business Expense

Average expenditure covers mileage, parking or other forms of public transportation while on official program business including central agency local functions, etc. Total: $1,500.

l. Cleaning Supplies

All types of cleaning supplies and materials, general janitorial supplies all types of paper products for in-house use. Total = $3,000

m. Office Supplies

This includes paper, pens, pencils, clips, binders, markers, organizers, etc. Total = $1,500.

n. Postage

Actual costs associated with program related mailings and courier services. Total = $400

7. TOTAL DIRECT COSTS = $1,042,231

8. TOTAL INDIRECT COSTS

Indirect costs are calculated at a standard agency rate of 13.3%, which includes central agency administrative oversight, accounting, human resource development, payroll, and reporting. This rate corresponds to Heartland Alliance's approved Federal Indirect Cost Rate. Total = $138,617

9. Total FY12 Budget = $ 1,180,848

HEARTLAND HUMAN CARE SERVICES (HHCS)

MANUEL SAURA CENTER JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI)

FY2014 BUDGET - FEBRUARY 1, 2014 THROUGH JANUARY 31, 2015

	UNIT COST	# OF UNITS	UNITS	TOTAL COSTS
1. PERSONNEL				
a. Salaries and Wages				$ 680,731
b. Fringe Benefits				$ 194,485
Total Personnel				$ 875,216
2. EQUIPMENT				
a. Household Furnishings	400.00	12	months	$ 4,800
b. Household Equipment	250.00	12	months	$ 3,000
c. Computer hardware and software	200.00	12	months	$ 2,400
d. Communications	1,250.00	12	months	$ 15,000
e. Office Equipment	125.00	12	months	$ 1,500
f. Signage	0.00	0		$ -
Total Equipment				$ 26,700
3. CONTRACT SERVICES				
a. Copier Maintenance	300.00	12	months	$ 3,600
b. Security monitoring maintenance	75.00	12	months	$ 900
Total Contract Services				$ 4,500
4. TRAINING				
a. Staff Development	166.67	12	months	$ 2,000
b. Recruitment	41.67	12	months	$ 500
Total Training				$ 2,500
5. TRANSPORTATION				
a. Transportation & Vehicle Purchase/Maintenance	600.00	12	months	$ 7,200
b. Vehicle Insurance	208.33	12	months	$ 2,500
Total Transportation				$ 9,700
6. OPERATIONAL				
a. Clothing	166.67	12	months	$ 2,000
b. Linens	41.67	12	months	$ 500
c. Food	3,000.00	12	months	$ 36,000
d. Personal and Hygiene Items	166.67	12	months	$ 2,000
e. Recreational Equipment and Supplies	350.00	12	months	$ 4,200
f. Program Occupancy for licensed site	5,000.00	12	months	$ 60,000
g. Utilities	2,000.00	12	months	$ 24,000
h. Physical plant maintenance/upkeep	416.67	12	months	$ 5,000
i. Professional Liability/Facility Insurance	500.00	12	months	$ 6,000
j. Medical supplies	250.00	12	months	$ 3,000
k. Employee Business Expense	125.00	12	months	$ 1,500
l. Cleaning Supplies	250.00	12	months	$ 3,000
m. Office Supplies	125.00	12	months	$ 1,500
n. Postage	33.33	12	months	$ 400
Total Operational				$ 149,100
7. TOTAL DIRECT COSTS				$ 1,067,716
8. TOTAL INDIRECT COSTS: (13.3% of Total Direct Costs)				$ 142,006
9. TOTAL FY13 BUDGET				$ 1,209,722

HEARTLAND HUMAN CARE SERVICES (HHCS)

MANUEL SAURA CENTER JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI)

FY2014 BUDGET - FEBUARY 1, 2014 THROUGH JANUARY 31, 2015

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e. Office Equipment	125.00	12	months	$ 1,500
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g. Utilities	2,000.00	12	months	$ 24,000
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Total Operational				$ 149,100
7. TOTAL DIRECT COSTS				$ 1,067,716
8. TOTAL INDIRECT COSTS: (13.3% of Total Direct Costs)				$ 142,006
9. TOTAL FY13 BUDGET				$ 1,209,722

aine	Stephanie	Case Manager	100%	$29,429.00	$29,429.00
athis	Patrice	Case Manager	100%	$30,179.00	$30,179.00
ıckson	Charleen	Caseworker	100%	$27,543.00	$27,543.00
ıillips	Lula	Caseworker	100%	$28,853.00	$28,853.00
ɔho-Rodriguez	Stephanie	Director	100%	$53,925.00	$53,925.00
ark-Morgan	Lisa	Mental Health Clinical Pract	100%	$36,672.00	$36,672.00
ɔster	Lacrisia	Senior Case Manager	100%	$35,474.00	$35,474.00
nter	Sabrina	Case Manager	100%	$29,429.00	$29,429.00
nadi	Francis	Case Manager	100%	$38,963.00	$38,963.00
ıiley	Mario	Case Manager	100%	$29,429.00	$29,429.00
ırton	Lahman	Case Manager	100%	$33,799.00	$33,799.00
enendez	Paul	Case Manager	100%	$27,984.00	$27,984.00
ɔss	Derrick	Case Manager	100%	$30,179.00	$30,179.00
ıomas	Jermaine	Case Manager	100%	$27,984.00	$27,984.00
erry	Keven	Case Manager	100%	$27,984.00	$27,984.00
ashington	Anthony	Caseworker	100%	$33,167.00	$33,167.00
ɔppage	Michael	Manager	100%	$42,454.00	$42,454.00
ısakarnis	Janet	Manager	100%	$41,200.00	$41,200.00
hnson	Darius	Senior Case Manager	100%	$32,958.00	$32,958.00
ɔyas	Lucia	Program Assistant	50%	$30,284.00	$15,142.00
elecio	Ileana	Program Assistant	100%	$27,984.00	$27,984.00
		TOTAL			**$680,731.00**

Cost Proposal

Heartland Human Care Services, Inc.
Manuel Saura Center
Juvenile Detention Alternative Initiative (JDAI)
20-Bed Budget
FY14 Budget for 2/1/2014 – 1/31/2015

Category	Total Budget
Personnel	875,216
Equipment	26,700
Contract Services	4,500
Training	2,500
Transportation	9,700
Operational	149,100
Total Direct Costs	1,067,716
Indirect Costs	142,006
TOTAL BUDGET	$1,209,722

Heartland Human Care Services, Inc.
Manuel Saura Center
Juvenile Detention Alternative Initiative (JDAI)
FY14: FEBRUARY 1, 2014 – JANUARY 31, 2015

DETAILED COST PROPOSAL

1. PERSONNEL

See attached list for staff and salary detail. The total of all program salaries for the budget is $680,731. Fringe Benefits are calculated at approximately 28% and total $194,485. The total for Personnel Costs is $875,216.

2. EQUIPMENT

a. Household Furnishings

This item includes all the costs associated with replacing household furnishings for bedrooms and bathrooms as well as furniture for the dining room and the common areas of the house that will be used by all children and include couches, chairs, carpeting and televisions, due to wear and tear. Total = $4,800

b. Household Equipment

This includes equipment for the facility needed to carry out program functions in areas used by children as well as those used by staff. Total = $3,000.

c. Computer hardware and software

This includes replacement/upgrades of computers for children's use as well as for staff use. Total = $2,400.

d. Communications

Communication includes expenses for program telephone lines and service. This item also includes cell phones that are used by key program managers and staff to respond to emergencies and other urgent programmatic needs of their presence and to communicate with each other and the program 24 hours a day, while on-call and for other issues related to the children in our care. Total = $15,000.

e. Office Equipment

This includes the maintenance and repair of office equipment, and general maintenance of computers, fax and peripheral equipment. Total = $1,500.

f. Signage

None.

3. CONTRACT SERVICES

a. Copier maintenance

This cost covers the monthly maintenance of the program's copier to provide paperwork for office use and children's files. Total = $3,600.

b. Security monitoring maintenance

This cost covers monthly service and monitoring of the security and fire protection systems. Total = $900.

4. TRAINING

a. Staff Training and Development

Various employees who are licensed and/or certified utilize these funds to maintain certification. Among these courses are those for LCSW continuing education courses for certification for our clinical personnel. Additionally every employee is required to participate in seminars and courses that will enhance their ability to perform at a desire and expected standard set for Heartland Human Care Services residential childcare workers. These include child development courses and certification by the Crisis Prevention Institute on Non-violent Crisis Intervention. Professional membership fees may be included in these costs as well. These funds also cover costs associated with training and certification in First Aid and Cardiopulmonary Resuscitation by the American Red Cross. Total = $2,000.

b. Recruitment

Based on our experience we anticipate placing several classified ads during this year in on-line recruiting websites, as well as participating in area job fairs. Understanding that residential programs typically experience relatively higher staff turnover, and the expenses associated with maintaining the required staff to client ratio, we've combined our recruitment efforts with the rest of the Heartland Alliance's Youth and Residential Services to benefit from a larger pool of applicants from which to recruit as well as lowering the costs associated with the advertisement for open positions. Total = $500.

5. TRANSPORTATION

a. Transportation & Vehicle Maintenance

This item is for the payment for and maintenance of the program vehicle at the facility. The vehicle is used to transport children on a daily basis to court, specialized medical care appointments and field trips, etc. Total: $7,200

b. Vehicle Insurance

Automobile insurance for the program vehicle is covered in this item. Total = $2,500

6. OPERATIONAL

a. Clothing

Includes client clothing worn while in the house, such as T-shirts, shorts, sweatpants, sweatshirts, socks, underwear, house shoes, gym shoes, and school uniforms. Also, the children receive climate appropriate clothing, including winter coats, hats, gloves and boots. Total = $2,000.

b. Linens

Includes replacement of bed linens, towels and washcloths as needed due to daily use. Total = $500.

c. Food

All costs associated with the purchase of foods, canned, dry goods as well as fresh and frozen items to insure that nutritional and culturally balanced meals are served to the children are included in this line item. The costs associated with transportation and delivery charges for food items from our vendors are also included herein. Total = $36,000.

d. Personal and hygiene items

Includes hygiene items for boys and girls, as well as items for personal grooming and self-care. Total = $2,000.

e. Recreational Equipment and supplies

These activities include movies, video rentals, plays, sporting events, community events museums, concerts, skating, and ay recreational equipment to be used in the facility, such as board games, basketballs and sports equipment. Total = $4,200

f. Program Occupancy for Licensed site

This includes costs for leasing the licensed facility with separate programming for boys and girls located at 2732 N. Kedzie. Total = $60,000

g. Utilities

Based on historical information these numbers reflect the costs for electricity, water and gas to operate the facility. Additional costs are related to waste removal from the program site as required by the health department and the city. Also, pest control costs are included. As required by the Department of Health, the program site must be maintained free of all pests and vermin to insure the health, comfort and well being of the children and staff. Total = $ 24,000.

h. Physical Plant maintenance and Upkeep

These funds are anticipated for general building maintenance and repair to plumbing, electrical, lighting fixtures, and for the fire extinguisher maintenance contract, as well as

repairs to the air conditioning and heating systems by technical experts. In addition this line covers repair and/or replacement of light and bathroom fixtures resulting from the normal wear and tear by the children in the programs. Purchases of paint, tools, light bulbs, masking tape, sheet rock, bathroom fixtures, windows and general maintenance of office space are also included. Total = $5,000

i. Professional Liability/Facility Insurance

Property Insurance includes building and contents and professional liability for the facility. Total: $6,000

j. Medical Supplies

This item covers the costs for medical supplies such as prescription, over-the-counter medication, bandages, medical and first aid kits, supplies and triage equipment for both staff and physician use are included in this item. Total = $ 3,000.

k. Employee Business Expense

Average expenditure covers mileage, parking or other forms of public transportation while on official program business including central agency local functions, etc. Total = $1,500.

l. Cleaning Supplies

All types of cleaning supplies and materials, general janitorial supplies all types of paper products for in-house use. Total = $3,000

m. Office Supplies

This includes paper, pens, pencils, clips, binders, markers, organizers, etc. Total = $1,500.

n. Postage

Actual costs associated with program related mailings and courier services. Total = $400

7. TOTAL DIRECT COSTS = $1,067,716

8. TOTAL INDIRECT COSTS

Indirect costs are calculated at a standard agency rate of 13.3%, which includes central agency administrative oversight, accounting, human resource development, payroll, and reporting. This rate corresponds to Heartland Alliance's approved Federal Indirect Cost Rate. Total = $142,006

9. Total FY13 Budget = $ 1,209,722

HEARTLAND HUMAN CARE SERVICES (HHCS)

MANUEL SAURA CENTER JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI)

FY2015 BUDGET - FEBRUARY 1, 2015 THROUGH JANUARY 31, 2016

	UNIT COST	# OF UNITS	UNITS	TOTAL COSTS
1. PERSONNEL				
a. Salaries and Wages				$ 701,149
b. Fringe Benefits				$ 200,318
Total Personnel				$ 901,467
2. EQUIPMENT				
a. Household Furnishings	400.00	12	months	$ 4,800
b. Household Equipment	250.00	12	months	$ 3,000
c. Computer hardware and software	200.00	12	months	$ 2,400
d. Communications	1,250.00	12	months	$ 15,000
e. Office Equipment	125.00	12	months	$ 1,500
f. Signage	0.00	0		$ -
Total Equipment				$ 26,700
3. CONTRACT SERVICES				
a. Copier Maintenance	300.00	12	months	$ 3,600
b. Security monitoring maintenance	75.00	12	months	$ 900
Total Contract Services				$ 4,500
4. TRAINING				
a. Staff Development	166.67	12	months	$ 2,000
b. Recruitment	41.67	12	months	$ 500
Total Training				$ 2,500
5. TRANSPORTATION				
a. Transportation & Vehicle Purchase/Maintenance	600.00	12	months	$ 7,200
b. Vehicle Insurance	208.33	12	months	$ 2,500
Total Transportation				$ 9,700
6. OPERATIONAL				
a. Clothing	166.67	12	months	$ 2,000
b. Linens	41.67	12	months	$ 500
c. Food	3,000.00	12	months	$ 36,000
d. Personal and Hygiene Items	166.67	12	months	$ 2,000
e. Recreational Equipment and Supplies	350.00	12	months	$ 4,200
f. Program Occupancy for licensed site	5,000.00	12	months	$ 60,000
g. Utilities	2,000.00	12	months	$ 24,000
h. Physical plant maintenance/upkeep	416.67	12	months	$ 5,000
i. Professional Liability/Facility Insurance	500.00	12	months	$ 6,000
j. Medical supplies	250.00	12	months	$ 3,000
k. Employee Business Expense	125.00	12	months	$ 1,500
l. Cleaning Supplies	250.00	12	months	$ 3,000
m. Office Supplies	125.00	12	months	$ 1,500
n. Postage	33.33	12	months	$ 400
Total Operational				$ 149,100
7. TOTAL DIRECT COSTS				$ 1,093,967
8. TOTAL INDIRECT COSTS: (13.3% of Total Direct Costs)				$ 145,498
9. TOTAL FY14 BUDGET				$ 1,239,465

Craine	Stephanie	Case Manager	100%	$30,312.00	$30,312.00
Mathis	Patrice	Case Manager	100%	$31,084.00	$31,084.00
ackson	Charleen	Caseworker	100%	$28,369.00	$28,369.00
Phillips	Lula	Caseworker	100%	$29,719.00	$29,719.00
Soho-Rodriguez	Stephanie	Director	100%	$55,543.00	$55,543.00
Clark-Morgan	Lisa	Mental Health Clinical Pract	100%	$37,772.00	$37,772.00
oster	Lacrisia	Senior Case Manager	100%	$36,538.00	$36,538.00
Winter	Sabrina	Case Manager	100%	$30,311.00	$30,311.00
madi	Francis	Case Manager	100%	$40,132.00	$40,132.00
ailey	Mario	Case Manager	100%	$30,312.00	$30,312.00
erry	Keven	Case Manager	100%	$34,813.00	$34,813.00
lenendez	Paul	Case Manager	100%	$28,823.00	$28,823.00
oss	Derrick	Case Manager	100%	$31,084.00	$31,084.00
homas	Jermaine	Case Manager	100%	$28,823.00	$28,823.00
ntoine	Leonard	Case Manager	100%	$28,823.00	$28,823.00
Vashington	Anthony	Caseworker	100%	$34,162.00	$34,162.00
oppage	Michael	Manager	100%	$43,727.00	$43,727.00
asakarnis	Janet	Manager	100%	$42,436.00	$42,436.00
ohnson	Darius	Senior Case Manager	100%	$33,947.00	$33,947.00
oyas	Lucia	Program Assistant	50%	$31,192.00	$15,596.00
elecio	Ileana	Program Assistant	100%	$28,823.00	$28,823.00
		TOTAL			**$701,149.00**

Cost Proposal

Heartland Human Care Services, Inc.
Manuel Saura Center
Juvenile Detention Alternative Initiative (JDAI)
20-Bed Budget
FY15 Budget for 2/1/2015 – 1/31/2016

Category	Total Budget
Personnel	901,467
Equipment	26,700
Contract Services	4,500
Training	2,500
Transportation	9,700
Operational	149,100
Total Direct Costs	1,093,967
Indirect Costs	145,498
TOTAL BUDGET	$1,239,465

Heartland Human Care Services, Inc.
Manuel Saura Center
Juvenile Detention Alternative Initiative (JDAI)
FY15: FEBRUARY 1, 2015 – JANUARY 31, 2016

DETAILED COST PROPOSAL

1. PERSONNEL

See attached list for staff and salary detail. The total of all program salaries for the budget is $701,149. Fringe Benefits are calculated at approximately 28% and total $200,318. The total for Personnel Costs is $901,467.

2. EQUIPMENT

a. Household Furnishings

This item includes all the costs associated with replacing household furnishings for bedrooms and bathrooms as well as furniture for the dining room and the common areas of the house that will be used by all children and include couches, chairs, carpeting and televisions, due to wear and tear. Total = $4,800

b. Household Equipment

This includes equipment for the facility needed to carry out program functions in areas used by children as well as those used by staff. Total = $3,000.

c. Computer hardware and software

This includes replacement/upgrades of computers for children's use as well as for staff use. Total = $2,400.

d. Communications

Communication includes expenses for program telephone lines and service. This item also includes cell phones that are used by key program managers and staff to respond to emergencies and other urgent programmatic needs of their presence and to communicate with each other and the program 24 hours a day, while on-call and for other issues related to the children in our care. Total = $15,000.

e. Office Equipment

This includes the maintenance and repair of office equipment, and general maintenance of computers, fax and peripheral equipment. Total = $1,500.

f. Signage

None.

3. CONTRACT SERVICES

a. Copier maintenance

This cost covers the monthly maintenance of the program's copier to provide paperwork for office use and children's files. Total = $3,600.

b. Security monitoring maintenance

This cost covers monthly service and monitoring of the security and fire protection systems. Total = $900.

4. TRAINING

a. Staff Training and Development

Various employees who are licensed and/or certified utilize these funds to maintain certification. Among these courses are those for LCSW continuing education courses for certification for our clinical personnel. Additionally every employee is required to participate in seminars and courses that will enhance their ability to perform at a desire and expected standard set for Heartland Human Care Services residential childcare workers. These include child development courses and certification by the Crisis Prevention Institute on Non-violent Crisis Intervention. Professional membership fees may be included in these costs as well. These funds also cover costs associated with training and certification in First Aid and Cardiopulmonary Resuscitation by the American Red Cross. Total = $2,000.

b. Recruitment

Based on our experience we anticipate placing several classified ads during this year in on-line recruiting websites, as well as participating in area job fairs. Understanding that residential programs typically experience relatively higher staff turnover, and the expenses associated with maintaining the required staff to client ratio, we've combined our recruitment efforts with the rest of the Heartland Alliance's Youth and Residential Services to benefit from a larger pool of applicants from which to recruit as well as lowering the costs associated with the advertisement for open positions. Total = $500.

5. TRANSPORTATION

a. Transportation & Vehicle Maintenance

This item is for the payment for and maintenance of the program vehicle at the facility. The vehicle is used to transport children on a daily basis to court, specialized medical care appointments and field trips, etc. Total: $7,200

b. Vehicle Insurance

Automobile insurance for the program vehicle is covered in this item. Total = $2,500

6. OPERATIONAL

a. Clothing

Includes client clothing worn while in the house, such as T-shirts, shorts, sweatpants, sweatshirts, socks, underwear, house shoes, gym shoes, and school uniforms. Also, the children receive climate appropriate clothing, including winter coats, hats, gloves and boots. Total = $2,000.

b. Linens

Includes replacement of bed linens, towels and washcloths as needed due to daily use. Total = $500.

c. Food

All costs associated with the purchase of foods, canned, dry goods as well as fresh and frozen items to insure that nutritional and culturally balanced meals are served to the children are included in this line item. The costs associated with transportation and delivery charges for food items from our vendors are also included herein. Total = $36,000.

d. Personal and hygiene items

Includes hygiene items for boys and girls, as well as items for personal grooming and self-care. Total = $2,000.

e. Recreational Equipment and supplies

These activities include movies, video rentals, plays, sporting events, community events museums, concerts, skating, and ay recreational equipment to be used in the facility, such as board games, basketballs and sports equipment. Total = $4,200

f. Program Occupancy for Licensed site

This includes costs for leasing the licensed facility with separate programming for boys and girls located at 2732 N. Kedzie. Total = $60,000

g. Utilities

Based on historical information these numbers reflect the costs for electricity, water and gas to operate the facility. Additional costs are related to waste removal from the program site as required by the health department and the city. Also, pest control costs are included. As required by the Department of Health, the program site must be maintained free of all pests and vermin to insure the health, comfort and well being of the children and staff. Total = $ 24,000.

h. Physical Plant maintenance and Upkeep

These funds are anticipated for general building maintenance and repair to plumbing, electrical, lighting fixtures, and for the fire extinguisher maintenance contract, as well as

repairs to the air conditioning and heating systems by technical experts. In addition this line covers repair and/or replacement of light and bathroom fixtures resulting from the normal wear and tear by the children in the programs. Purchases of paint, tools, light bulbs, masking tape, sheet rock, bathroom fixtures, windows and general maintenance of office space are also included. Total = $5,000

i. Professional Liability/Facility Insurance

Property Insurance includes building and contents and professional liability for the facility. Total: $6,000

j. Medical Supplies

This item covers the costs for medical supplies such as prescription, over-the-counter medication, bandages, medical and first aid kits, supplies and triage equipment for both staff and physician use are included in this item. Total = $ 3,000.

k. Employee Business Expense

Average expenditure covers mileage, parking or other forms of public transportation while on official program business including central agency local functions, etc. Total: $1,500.

l. Cleaning Supplies

All types of cleaning supplies and materials, general janitorial supplies all types of paper products for in-house use. Total = $3,000

m. Office Supplies

This includes paper, pens, pencils, clips, binders, markers, organizers, etc. Total = $1,500.

n. Postage

Actual costs associated with program related mailings and courier services. Total = $400

7. TOTAL DIRECT COSTS = $1,093,967

8. TOTAL INDIRECT COSTS

Indirect costs are calculated at a standard agency rate of 13.3%, which includes central agency administrative oversight, accounting, human resource development, payroll, and reporting. This rate corresponds to Heartland Alliance's approved Federal Indirect Cost Rate. Total = $145,498

9. Total FY14 Budget = $ 1,239,465

EXHIBIT 3

Evidence of Insurance

EXHIBIT 3

Evidence of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	PHONE (A/C, No, Ext): (847) 797-5700	FAX (A/C, No): 847-440-9127
	E-MAIL ADDRESS: sdefalco@assuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : First Non-Profit Mutual Insura	
INSURED HEARALL-01	INSURER B :	
Heartland Alliance for Human Needs & Human Rights Heartland Human Care Services, Inc. 208 S. LaSalle St. Suite 1818 Chicago IL 60604-	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1665550079 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TMP1217420-12	7/1/2012	7/1/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X Incl Soc Workers						PERSONAL & ADV INJURY	$1,000,000
	Professional						GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$1,000,000
	POLICY PRO-JECT LOC						Professional Liab	$1,000,000
A	AUTOMOBILE LIABILITY			TAP2107053-12	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UXL1207109-12	7/1/2012	7/1/2013	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCC1211216-12	1/1/2012	1/1/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured as their interest relates to the named insured's operations.

CERTIFICATE HOLDER

Juvenile Detention
1100 S Hamilton
Chicago IL 60612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel D. Kferas

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EXHIBIT 4

Board Authorization

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

arlean Collins	1st Dist.	Bridget Gainer	10th Dist.
obert Steele	2nd Dist.	John P. Daley	11th Dist.
erry Butler	3rd Dist.	John A. Fritchey	12th Dist.
illiam M. Beavers	4th Dist.	Lawrence Suffredin	13th Dist.
eborah Sims	5th Dist.	Gregg Goslin	14th Dist.
an P. Murphy	6th Dist.	Timothy O. Schneider	15th Dist.
sus G. Garcia	7th Dist.	Jeffrey R. Tobolski	16th Dist.
lwin Reyes	8th Dist.	Elizabeth Ann Doody Gorman	17th Dist.
ter N. Silvestri	9th Dist.		

COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE
SHANNON E. ANDREWS
DIRECTOR

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

October 15, 2012

Ms. Maria De Lourdes Coss
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2012 OCT 15 AM 9:49
PROCUREMENT

Re: Contract No. 12-84-036P
Shelter Care Facilities

Dear Ms. Coss:

The following bids for the above referenced contract have been reviewed for compliance with the General Conditions regarding the Minority and Women Owned Business Enterprises Ordinance and have been found to be responsive to the goals of 25% MBE and 10% WBE participation.

Bidder: Heartland Human Care Services
Bid Amount: $3,630,035.00

MBE/WBE	Status	Certifying Agency	Commitment
The Owens Group, Inc.	MBE (6)	County	25% Indirect
Protectco, Inc.	WBE (9)	City	1% Indirect
Christy Webber Landscaping	WBE (7)	City	1% Indirect

Waiver Granted
Bidder identified, solicited, and engaged M/WBE vendors for indirect participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award.

Sincerely,

Shannon E. Andrews
Contract Compliance Director
SEA/ae

Printed on Recycled Paper

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

X Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: The Owens Group Inc.

Address: 19 South LaSalle Ste 500 Chicago IL 60603

E-mail: vlewis@toginsrisk.com

Contact Person: Valary Lewis Phone: 312-780-1441

Dollar Amount Participation: $ $907,908.75 annual premium

Percent Amount of Participation: 25 % % Jan 10/21/1

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes X No ____

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $ ____

Percent Amount of Participation: ____ %

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes ____ No ____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: The Owens Group
Contract #: 11-84-036
Address: 19 S. LaSalle, ste. 500
City/State/ Zip: Chicago, IL 60603
Contact Person: Valary Lewis
Phone: 312-780-1441 Fax:
Certification Expiration Date: 2/8/12
Race/Gender: MBE
Email: Vlewis@togansrisk.com

Participation: [✓] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Insurance brokerage services

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

$907,508.75 annual premium

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)	Signature (Prime Bidder/Proposer)
Valary Lewis	Joseph A. Antolin
Print Name	Print Name
The Owens Group Inc.	Heartland Huron Care Services
Firm Name	Firm Name
10/21/11	10/21/11
Date	Date

Subscribed and sworn before me this 21st day of October, 2011.

Notary Public: Tammy Smith

OFFICIAL SEAL
TAMMY SMITH
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/13/2014

SEAL

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
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EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

February 8, 2010

Received by:
FEB 10 2010
The Owens Group, Inc.

Mr. William Owens, President
The Owens Group, Inc.
19 S. LaSalle Street – Suite 500
Chicago, Illinois 60603-1438

Annual Certification Expires: February 8, 2011

Dear Mr. Owens:

Congratulations on your continued eligibility for Certification as a MBE(6) by Cook County Government. This MBE(6) Certification is valid until February 8, 2012; however your firm must be revalidated annually. Your firm's next annual validation is required by February 8, 2011.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) business days prior** to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an MBE(6) vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Insurance Brokerage, Risk Management & Consulting, Employee Benefits and Third Party Claim Administrator

Your firm's participation on Cook County contracts will be credited toward MBE(6) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE(6) goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Director
BHP/gb

Printed on Recycled Paper

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

✓ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. [✓] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Protectco

Address: 630 N. Addison Ave, Elmhurst, IL. 60126

E-mail: ____

Contact Person: Edith Alcala Phone: 630-350-3566

Dollar Amount Participation: $ 3,276.75

Percent Amount of Participation: 0.002819 %

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes ✓ No ____

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $ ____

Percent Amount of Participation: ____ %

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes ____ No ____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gaytes
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

February 19, 2009

Edith Alcala
Protectco, Inc.
830 N. Addison Avenue
Elmhurst, IL 60126

Annual Certificate Expires: **October 1, 2009**
Vendor Number: **1063915**

Dear Ms. Alcala:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **October 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Distributor of Fire Safety Equipment; Distributor of Fire Suppression Systems; Kitchen Exhaust Hood Cleaning; Air Duct and Filter Cleaning

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc

NEIGHBORHOODS ALIVE!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS

M/WBE Firm: Protectco, Inc. Contract #: 11-84-036

Address: 830 N. Addison City/State/Zip: Elmhurst, IL 60126

Contact Person: Edith Alcala Phone: 630-530-3500 514-3168 Fax:

Certification Expiration Date: 10/11 pending Renewal Race/Gender: MBE

Email:

Participation: [✓] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[✓] No [ ] Yes - Please attach explanation. Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Fire Safety Equipment, Fire Suppression Systems Kitchen Exhaust Hood Cleaning, Airduct + filter Cleaning

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

3,276.75 - 30 days net

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)	Signature (Prime Bidder/Proposer)
Marco Alcala	Joseph A. Antoli
Print Name	Print Name
Protectco	Heartland Human Care Services
Firm Name	Firm Name
10/24/11	10-24-11
Date	Date

Subscribed and sworn before me this 24th day of October 2011

Notary Public: Zulidany Cortez

SEAL

OFFICIAL SEAL
ZULIDANY CORTEZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/29/12

CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Edith Alcala
Protectco, Inc. D/b/a Protectco Fire Extinguisher Sales & Service
1697 West Imperial Court
Mount Prospect, IL 60056

Annual No Change Affidavit Due: October 1, 2011

Dear Edith Alcala:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise / Women Business Enterprise (MBE)** by the City of Chicago. This certification is valid until October 1, 2012.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **October 1, 2011.** Please remember, you have an affirmative duty to file your NoChange Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **August 2, 2011.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000.00 and not more than $10,000, or both.

Protectoo, Inc. D/b/a Protectco Fire Extinguisher Sales & Service is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

34020 Fire Detecting Equipment
34024 Fire Escapes and Fire Exit Devices
34028 Fire Extinguishers, Rechargers, and Parts
34029 Fire Extinguisher Systems, Complete, All Types (See Item 28 for Indiv
34040 Fire Suppression Hand Tools: Fire Axe, Fire Rack, Fire Swatter, etc.
34070 Recycled Fire Protection Equipment and Supplies
91004 Air Duct Cleaning Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Mary Elliott
Acting Managing Deputy

CITY OF CHICAGO
OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	8/29/2011 3:53:00 PM
To:	Protectco, Inc. D/b/a Protectco Fire Extinguisher Sales Service	Fax:	(630) 279-0815
	Ruth Kronvold	Phone:	(630) 530-3566

Certification Application Submitted

Applicant: Protectco, Inc
Certifying Agency: City of Chicago
Application Type: MBE/WBE/BEPD No Change Affidavit
Application Number: 0420236
Contact: Ruth Kronvold
Date Started: 8/29/2011
Date Submitted: 8/29/2011

Dear Ruth Kronvold,

Thank you for submitting your application on 8/29/2011. Your certification application number is **0420236**. Please reference this number in all correspondence.

It will next be received by the organization and assigned to a staff person for review.

To view your application, visit: https://chicago.mwdbe.com/?GO=677

If you have any questions please email us at chicago@mwdbe.com

City of Chicago
Office of Compliance
https://chicago.mwdbe.com/

System Tip: Download the latest user manuals from the Help Support menu.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

✓ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. [✓] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Christy Webber Landscaping

Address: 2900 W. Ferdinand St., Chicago, IL. 60612

E-mail: Jason@ChristyWebber.com

Contact Person: Jason Fuller Phone: 773-533-0477

Dollar Amount Participation: $ 5,154.01

Percent Amount of Participation: 0.004435 %

*Letter of Intent attached? Yes ✓ No ____

*Letter of Certification attached? Yes ✓ No ____

MBE/WBE Firm: ____

Address: ____

E-mail: ____

Contact Person: ____ Phone: ____

Dollar Amount Participation: $ ____

Percent Amount of Participation: ____ %

*Letter of Intent attached? Yes ____ No ____

*Letter of Certification attached? Yes ____ No ____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal <u>must</u> be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Christy Webber Landscaping Contract #: 11-84-036

Address: 2900 W. Ferdinand St City/State/Zip: Chicago, IL 60612

Contact Person: Jason Fuller Phone: 773-533-0477 Fax:

Certification Expiration Date: 8/1/2012 Race/Gender: W.B.E

Email: Jason@Christywebbericom

Participation: [ ] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[✓] No [ ] Yes – Please attach explanation. Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Landscaping Services & Snow Removal Services

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

$5,154.01 - 30 days net

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
ROGER P. POST	Joseph A. Antola
Print Name	Print Name
CHRISTY WEBBER LANDSCAPES	Heartland Human Care Services
Firm Name	Firm Name
10/24/2011	10/24/11
Date	Date

Subscribed and sworn before me this 24th day of October, 2011.

Notary Public: Lavonne Morris - LaVonne Morris

LAVONNE MORRIS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 12, 2015

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

July 20, 2009

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

Ms. Christy Webber, President
Christy Webber & Company
2900 West Ferdinand Street
Chicago, IL 60612

Annual Certification Expires: September 12, 2010

Dear Ms. Webber:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **September 12, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **September 12, 2010**.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within **sixty (60) business days prior** to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Landscaping Services & Snow Removal Services

Your firm's participation on Cook County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Director
BHP/es

Printed on Recycled Paper

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☑ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation
10 % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☑ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**

☑ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**

☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

☐ (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

HEARTLAND
HUMAN CARE SERVICES INC.

November 8, 2011

County of Cook
Office of the Purchasing Agent
118 N. Clark St.
Chicago, IL. 60602

RE: RFP no. 11-84-036
Petition for waiver of Partial WBE Participation

To Whom It May Concern:

Please accept this explanation of the reduction waiver request for WBE participation. We have found a lack of sufficiently qualified WBE participants that are able to provide the needed services on this contract; many of the smaller WBE participants are unable to accept deferred payment on products and services provided, according to the policies and procedures of Heartland's financial and accounting department.

Also, please note that due to the nature of this contract which is a residential program, the salary line reflects over 75% of the total budget. Thus this makes it very difficult to meet the MBE/WBE participation standards. We have made every effort to utilize contract funds to comply with the cook county MBE/WBE standards including but not limited to requesting that current vendors participate in the cook county MBE/WBE certification process.

Please contact me if you need any further information at (773) 433-1251.

Sincerely,

Hugo E. Ruiz
Executive Officer
Youth & Residential Services Division
Heartland Human Care Services

Program Address: 4822 North Broadway Avenue | Chicago, IL 60640 | ph 773.433.1200 fax 773.271.8810
Main Address: 208 South LaSalle Street, Suite 1818 | Chicago, IL 60604 | ph 312.660.1300 fax 312.660.1500 | www.heartlandalliance.org

HEARTLAND
HUMAN CARE SERVICES INC.

November 8, 2011

County of Cook
Office of the Purchasing Agent
118 N. Clark St.
Chicago, IL. 60602

RE: RFP no. 11-84-036
Good Faith Efforts to Obtain MBE/WBE Participation

To Whom It May Concern:

Please accept this explanation of the good faith efforts to obtain MBE/WBE participation. We have contacted the Office Compliance staff regarding clarification around requirements of this contract. We have also searched the database of appropriately qualified and certified MBE/WBE businesses so that we may attempt to utilize more services through these providers in the future. We continue to reach out to our current vendors encouraging them to become MBE/WBE participants.

Due to the lack of MBE/WBE available vendors and the nature of residential programming, it has represented a challenge to make the necessary concessions for small MBE/WBE vendors are not able to work with the constraints and volume of services and goods required. Because of this most vendors are not able to accept deferred payment on products and services provided, according to the policies and procedures of Heartland's financial and accounting department.

Also, please note that due to the nature of this contract which is a residential program, the salary line reflects over 75% of the total budget. As we continue to work towards complying with the MBE/WBE participation standards, I would like to note that we have a very diverse group of employees on this project in which 81% of the employees are minority and 53% are women. While this does not show value in the MBE/WBE participation requirements, we do employ a diverse group of individuals that reflects the population that we serve.

Please contact me if you need any further information at (773) 433-1251.

Sincerely,

Hugo E. Ruiz, Executive Officer
Youth & Residential Services Division
Heartland Human Care Services

Cotton Connection Inc

4850 S. Kilbourn Ave, Chicago IL 60632 Tel: 773-523-0505 Fax: 773-523-0554
Visit us online at www.cottonconnection.com or email us at info@cottonconnection.com

November 8, 2011

Cook County
Office of Contract Compliance
118 N. Clark St.
Room: 1020
Chicago, IL. 60602-1304

To Whom It May Concern:

I am owner of Cotton Connection and we have been doing business with Heartland Human Care Services for well over 10 years. As a vendor of Heartland Human Care Services, we have ensured that all there clothing needs are met for the clients they currently serve. We do approximately $30,000.00 in business a year. As we continue to do business with Heartland Human Care Services, we have begun the process and have applied to become a minority vendor through the Cook County Minority Business Enterprise (pending approval).

Please consider this as our letter of intent to continue doing business with Heartland Human Care Services, Inc. once we are approved as a minority vendor of Cook County.

Thank you,

Mohammed Kothawala

President

Cotton Connection

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

***THE UNDERSIGNED HEREBY CERTIFIES THAT**: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

***THE UNDERSIGNED HEREBY CERTIFIES THAT:** It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: ✓ No: _____

b) If yes, list business addresses within Cook County:

208 S. LaSalle St., Ste. 1818
Chicago, IL. 60604

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: ✓ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS **and** complete the following, based upon the definitions and other information included in such Affidavit:

✓ Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

Please see Attached

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) _____The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

_____

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

HEARTLAND
HUMAN CARE SERVICES INC.

Heartland Human Care Service, Inc.
Real Estate Permanent Index Numbers

PIN# 14-17-219-012-0000

PIN# 20-28-218-014-0000

PIN# 11-30-422-029-0000

PIN# 11-31-218-011-0000

PIN# 20-26-417-035-0000

PIN# 20-26-323-084-0000

PIN# 20-28-218-015-0000

Program Address: 4822 North Broadway Avenue | Chicago, IL 60640 | ph 773.433.1200 fax 773.271.8810
Main Address: 208 South LaSalle Street, Suite 1818 | Chicago, IL 60604 | ph 312.660.1300 fax 312.660.1500 | www.heartlandalliance.org

a Heartland Alliance partner

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name Heartland Human Care Services D/B/A: Same EIN NO.: 36-4053-244

Street Address: 208 S. LaSalle St., Ste. 1818

City: Chicago State: IL Zip Code: 60604

Phone No.: 312-660-1300

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [✓] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [✓] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

[✓] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Joseph A. Antolin
Name of Authorized Applicant/Holder Representative (please print or type)

Executive Director
Title

Signature

11/7/11
Date

Jantolin@Heartlandalliance.org
E-mail address

312-660-1341
Phone Number

Subscribed to and sworn before me
this 7th day of November 2011.

My commission expires: March 12, 2015

x Lavonne Morris
Notary Public Signature

LAVONNE MORRIS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 12, 2015
Notary Seal

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note*: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.
Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:
http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: N/A Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County ***and*** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.	N/A		
2.			
3.			
4.			
5.			

If more space is needed, attach an additional sheet following the above format.

✓ There is ***no*** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Owner/Employee's Signature _____ Date 11/7/2011

Subscribe and sworn before me this 7th Day of November, 20 11

a Notary Public in and for Cook County

Lavonne Morris
(Signature)

NOTARY PUBLIC SEAL

LAVONNE MORRIS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 12, 2015

My Commission expires 3/12/2015

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

_____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Heartland Human Care Services, Inc.

BUSINESS ADDRESS: 208 S. La Salle St. Ste 1818
Chicago, IL 60604

BUSINESS TELEPHONE: 312-660-1300 FAX NUMBER: 312-660-1500

CONTACT PERSON: Sid L. Mohn

FEIN: 36-4053244 *IL CORPORATE FILE NUMBER: 58445479

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Sid L. Mohn VICE PRESIDENT: _____

SECRETARY: Liz Sodc TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

22nd day of January, 2013.

My commission expires: _____

X _____
Notary Public Signature

_____
Notary Seal

OFFICIAL SEAL
SARA E THOMAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/11/16

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Not Required
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY CHIEF PROCUREMENT OFFICER

Not Required
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 06 DAY OF February ,20 13.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
11-84-036

OR

ITEM(S), SECTION(S), PART(S):

TOTAL AMOUNT OF CONTRACT: $ 3,630,035 00
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED AS TO FORM:
ASSISTANT STATE'S ATTORNEY

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS
FEB 06 2013
COM