PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 13-50-025

DETENTION REDUCTION PROJECT

BETWEEN

COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE
JUVENILE PROBATION & COURT SERVICES

AND

HEARTLAND HUMAN CARE SERVICES, INC.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 05 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 Circuit Court's Juvenile Probation and Court Services Department (JPD) has developed a multi-faceted plan to sustain the reductions of commitments to the Juvenile Temporary Detention Center at a daily level of 250. Based on an analysis of arrest rates and referrals to detention, a continuum of sanction and mentoring programs are proposed for the following Chicago communities: Austin; Auburn-Gresham; Back of the Yards; Beverly/Morgan Park; Englewood; East Garfield Park; Greater Grand Crossing/Chatham; West Humboldt Park; Lawndale; Little Village; Marquette Park; Roseland/Pullman/West Pullman; South Chicago/East Side; South Shore; and Woodlawn. The aforementioned communities have the highest rates of minors detained in the Juvenile Temporary Detention Center (JTDC). The plan also includes 4 mentoring programs for high risk juvenile offenders. Three of the mentoring programs provide clinical therapy, substance abuse counseling, job skill training and one-on-one and group mentoring. The daily capacity for the mentoring programs is 55 minors.

The Circuit Court recognizes its statutory responsibility to promote the principles of Balanced and Restorative Justice which ensures building strategies that address public safety, and community/victim empowerment. This strategic initiative incorporates community based partners to provide a myriad of programs and services to court involved minors who are at risk of a commitment to detention. For sixteen (16) years Heartland Human Care Services, Inc. has been the nucleus of the Court's alternatives to detention continuum. Heartland Human Care Services, Inc.'s shelter care facility is strategically located within fifteen (15) miles of the Juvenile Court.

Heartland Human Care Services, Inc. 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 12-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 **3 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
Chicago, 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

The Cook County Juvenile Probation and Court Services Department (JPD) will expand its current partnerships with community and faith based organizations to provide additional pro-social alternatives for at risk minors in jeopardy of commitment to detention. The array of programming will include: (1) after school programs; (2) intermediate intervention programs (3) intensive mentoring programs. The after school programs will include individual and group therapy, tutoring/literacy, work force development, peer group meetings, restorative justice programing/peace circles, recreational services, performing arts, and development of individualized educational assessments and learning plans to enhance academic progress. Intermediate intervention programs will offer youth offenders an opportunity to compensate for their probation infractions while developing civic responsibility through service-learning projects. These will include geo-mapping resources in their community, beatification projections (gang graffiti removal, litter removal, green projects (landscaping, community gardens, etc.)), yard work for senior citizens, and assisting with community outreach. The average capacity will be 8 minors for the intermediate intervention programs per each intermediate intervention program. A background and DMV check has been cleared for all staff and volunteers who have contact with the minors/transport. All curricula will be secular.

Based on an analysis of arrest rates and referrals to detention, a continuum of sanction and mentoring programs are proposed for the following Chicago communities: Austin; Auburn-Gresham; Back of the Yards; Beverly/Morgan Park; Englewood; East Garfield Park; Greater Grand Crossing/Chatham; West Humboldt Park; Lawndale; Little Village; Marquette Park; Roseland/Pullman/West Pullman; South Chicago/East Side; South Shore; and Woodlawn. The aforementioned communities have the highest rates of minors detained in the Juvenile Temporary Detention Center (JTDC). There will be an array of community based sanction programs that meet on Saturdays from 10 a.m. – 2 p.m. and multiple after school sanction programs who will provide programming during the week from 2-4 times per week, depending on the sites capacity. The target capacity for the sanction programs is 205 minors which reflects an increased capacity approximately 90 minors from FY2012. The plan also includes 4 mentoring programs for high risk juvenile offenders. Three of the mentoring programs provide clinical therapy, substance abuse counseling, job skill training, and one-on-one and group mentoring. The daily capacity for the mentoring programs is 55 minors.

The detention reduction project also includes expediting the release and referral of minors to as emergency shelter, staffed by licensed clinicians and medical staff under the direction of Heartland. Beds at the emergency shelter will be utilized as a detention alternative for those minors awaiting residential placement/treatment. Clinical supervision and therapy will also be provided by a licensed psychologist and social worker for high risk minors who have experienced trauma, been exposed to prolonged violence, decompensated and require emergency clinical interventions without which they are in jeopardy of being held in custody.

EXHIBIT 2

Schedule of Compensation

Proposed $1,500,000 FY2013 Budget

Intermediate Interventions/After School Programs			
Total Monthly Cost	$	80,000.00	Adding new locations
Total months		10	
TOTAL	**$**	**800,000**	

Mentoring Programs			
TOTAL MENTORING	**$**	**230,500**	4 Mentoring Programs

Payments made by Heartland Allinace to Providers	$	1,030,500	Admin. Fee for: Sanction/Intervention programs, Mentoring Programs
Total Administrative Fee (5%)	**$**	**51,525**	

Diagnostic Center/Clinical Supervision			
TOTAL DIAGNOSTIC CENTER	**$**	**317,975**	Beds available on as need basis

Clinical Services/Therapy/Supervision			
TOTAL CLINICAL/THERAPY	**$**	**100,000**	2 licensed psychologists (Clinical Supervision); Social Worker/Therapy

GRAND TOTAL	**$**	**1,500,000**

EXHIBIT 3

Evidence of Insurance

EXHIBIT 4

Board Authorization

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

CER ance Agency, Ltd. entury Centre E. Golf Road mburg IL 60173-	CONTACT NAME: 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
D HEARALL-01 and Alliance for Human Needs & Human Rights and Human Care Services, Inc. LaSalle St. 1818 go IL 60604-	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

RAGES **CERTIFICATE NUMBER:** 1665550079 **REVISION NUMBER:**

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

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

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

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

IFICATE 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 S. Defalco

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ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page (do not sign)	EDS 17

5.10.12

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"),. and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

ECEIVED 12-27-'12 15:20 FROM- TO- P0005/0037

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: $ $820,000 annual premium

Percent Amount of Participation: 69% % Jan 1/2/11

*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 3)

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@togainerisk.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:

$920,000 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.

Valary Lewis
Signature (M/WBE)

Valary Lewis
Print Name

The Owens Group Inc.
Firm Name

10/21/11
Date

Signature (Prime Bidder/Proposer)

Joseph A. Ardolino
Print Name

Hartford Fire Insurance Co.
Firm Name

10/21/11
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

JAN COLLINS, 1st Dist.
T STEELE, 2nd Dist.
BUTLER, 3rd Dist.
M M. BEAVERS, 4th Dist.
AH SIMS, 5th Dist.
ATRICIA MURPHY, 6th Dist.
I MARIO MORENO, 7th Dist.
REYES, 8th Dist.
PETER N. SILVESTRI, 9th Dist.
BRIDGET GAINER, 10th Dist.
JOHN P. DALEY, 11th Dist.
FORREST CLAYPOOL, 12th Dist.
LARRY SUFFREDIN, 13th Dist.
GREGG GOSLIN, 14th Dist.
TIMOTHY O. SCHNEIDER, 15th 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

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.**

ECEIVED 12-27-'12 15:20 FROM- TO- P0009/0037

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Mardel M. Lewis
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2164 (TTY)
http://www.cityofchicago.org

February 19, 2009

Edith Alcala
Protector, Inc.
930 N. Addison Avenue
Elmhurst, IL 60126

Annual Certificate Expires: **October 1, 2009**
Vendor Number: **1063916**

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/bo

NEIGHBORHOODS ALIVE!

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

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

Contact Person: Edith Alcala Phone: 630-790-3566 514-3668 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. Artola
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

EDS-2

6.17.11

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.

Protectco, 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

From:	City of Chicago	Date:	8/29/2011 3:59:00 PM
To:	Protectco, Inc. D/b/a Protectco Fire Extinguisher Sales Service	Fax:	(630) 279-0615
	Ruth Kronvold	Phone:	(630) 530-8566

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.

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 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.**

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: WBE

Email: Susan@Christywebber.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 proposed 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
SEAL-OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 12, 2015

ED8-2

5.17.11

TODD H. STROGER
PRESIDENT

ILLING	1st Dist.	PETER N. SILVESTRI	9th Dist.
ZELE	2nd Dist.	BRIDGET GAINER	10th Dist.
ER	3rd Dist.	JOAN P. DALEY	11th Dist.
BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
MS	5th Dist.	LARRY SUFFREDIN	13th Dist.
IA MURPHY	6th Dist.	GREG GOSLIN	14th Dist.
RO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
ALDONADO	8th Dist.	ANTHONY J. PERUCA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

July 20, 2009

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
Director
BHP/es

Printed on Recycled Paper

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: Arrow Messenger Services

Address: 1322 W. Walton, Chicago, IL. 60622

E-mail: Danielle@Arrowmessenger.com

Contact Person: Danielle Matzdorm Phone: 773-489-6688

Dollar Amount Participation: $ 274.69

Percent Amount of Participation: 0.000237 %

*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.**

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LETTER OF INTENT (SECTION 2)

M/WBE Firm: Arrow Messenger | Contract #: 11-84-036

Address: 1322 W. Walton St. | City/State/Zip: Chicago, IL. 60622

Contact Person: Danielle Matzdorf | Phone: 773 489-6688 | Fax:

Certification Expiration Date: 9/26/11 Pending | Race/Gender: WBE

Email: Danielle@Arrowmessengers.com

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:

Messenger Services (Pick up/ Drop off)

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

$274.64 – 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.

Barbara Toomey	
Signature (M/WBE)	Signature (Prime Bidder/Proposer)
Barbara Toomey	Joseph A. Rotolo
Print Name	Print Name
Arrow Messenger Service, Inc.	Heartland Human Care Services
Firm Name	Firm Name
October 24, 2011	Nov. 7, 2011
Date	Date

Subscribed and sworn before me this 24 day of October 2011

Notary Public Mary E Daggett

OFFICIAL SEAL
MARY E DAGGETT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/30/13

EDS-2

5.17.11

PRESIDENT

LINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
LE	2nd Dist.	BRIDGET GAINER	10th Dist.
R	3rd Dist.	JOHN P. DALEY	11th Dist.
BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
IS	5th Dist.	LARRY SUFFREDIN	13th Dist.
A MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
O MONTEMO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
LOGHADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

BETTY HANCOCK PERRY
DIRECTOR

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

September 14, 2009

Ms. Phyllis Apelbaum, President
Arrow Messenger Service, Inc.
1322 W. Walton
Chicago, IL 60642

Annual Certification Expires: September 26, 2010

Dear Ms. Apelbaum:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **September 26, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **September 26, 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:

Messenger Services, Same Day Trucking Delivery Service;
Staffing and Management of Copy Centers, Mail Room

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/gs

Betty Hancock Perry
Director

BHP/lar

Printed on Recycled Paper

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.

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HEARTLAND
HUMAN CARE SERVICES INC.

December 27, 2012

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

RE: 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.

In addition, please note that over half of this budget goes directly to fund faith-based minority organizations who provide pro-social alternatives for minors in jeopardy of commitment to detention. These at-risk minors have experienced trauma, exposure to prolonged violence, and have been identified in need of clinical therapy. Programming will include after school programs such as therapy and tutoring, intermediate intervention programs, and intensive mentoring programs.

Since they are religious organizations and not businesses, they may not be registered as MBE/WBE, however, most are minority operated and all are placed in neighborhood with a high percentage of minority residents.

Based on an analysis of arrest rates and referrals to detention, a continuum of sanction and mentoring programs are proposed for the following Chicago communities: Austin; Auburn-Gresham; Back of the Yards; Beverly/Morgan Park; Englewood; East Garfield Park; Greater Grand Crossing/Chatham; West Humboldt Park; Lawndale; Little Village; Marquette Park; Roseland/Pullman/West Pullman; South Chicago/East Side; South Shore; and Woodlawn. The Circuit Court has identified faith and community-based partners to provide a continuum of services via memorandums of understanding with Heartland. Each MOU will delineate the scope of services, cost per minor, hours of

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service, curricula and reporting requirements to the Circuit Court. Please see attached a list of those faith-based providers.

Please contact me if you need any further information at (773) 433-1200.

Sincerely,

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

HEARTLAND
HUMAN CARE SERVICES INC.

December 27, 2012

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

RE: 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 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.

In addition, please note that over half of this budget goes directly to fund faith-based minority organizations who provide pro-social alternatives for minors in jeopardy of commitment to detention. These at-risk minors have experienced trauma, exposure to prolonged violence, and have been identified in need of clinical therapy. Programming will include after school programs such as therapy and tutoring, intermediate intervention programs, and intensive mentoring programs.

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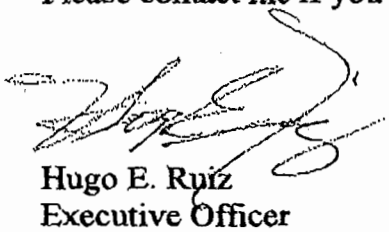
Marquette Park; Roseland/Pullman/West Pullman; South Chicago/East Side; South Shore; and Woodlawn. The Circuit Court has identified faith and community-based partners to provide a continuum of services via memorandums of understanding with Heartland. Each MOU will delineate the scope of services, cost per minor, hours of service, curricula and reporting requirements to the Circuit Court. Please see a list of those faith-based providers attached.

Please contact me if you need any further information at (773) 433-1200.



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

ew Life Centers of Chicagoland :A Urban Life Skills att Buehler att DeMateo	2657 S. Lawndale (Little Village)	Saturday Sanction Weekday sanction (at the YMCA) – only 26 gang Matt Buehler: 630-743-1959 mjbuehler23@yahoo.com Matt DeMateo: 312-343-0642 m_demateo@yahoo.com Fax: 773-681-7061
ive Branch Mission elody Dill	6310 S. Claremont (Englewood/Marquette Park)	Saturday Sanction 773-476-6200; 773-783-7542 melodydill@rocketmail.com Fax: 773-476-0222 Billing: Katrina Coleman – kcoleman@obmission.org 773-948-3006 x 13
naan Community Church stor Jonathan Brooks ian Dunn	1701 W. Garfield Blvd (Englewood) 5510 S. Paulina (same address)	Saturday and weekday sanction Pastor Jonathan Brooks: 773.925.0185 office (c) 773-936-4394 brooksjonathan5@gmail.com Brian Dunn: 312-623-9138; work – 312-288-7403 hiddenscroll4u@netscape.net Fax: 773.925.0192
ecious Blood Ministries ther David Kelly.	5114 S. Elizabeth (Back of the Yards) Mailing: PO Box 09379 Chicago, IL 60609	Saturday and week day sanction 773-952-6643 (c) 773-562-8861 Fax: 773-952-6739 nojail@aol.com
aplains for Christ International :A New Life Christian Church stor Jessie Nunez ris Lemay	1700 W. 44th Street (Back of the Yards)	Saturday Sanction Pastor Jessie: 773-230-3997 jnunez1998@yahoo.com Chris Lemay: 312-433-4403; (c) 312-375-5887 christopher.lemay@cookcountyil.gov Fax: 708-927-1715
wndale Christian Legal Center anette Park (on leave until July) ff Nellis enessa Schultz mona Parks	1530 S. Hamlin (Lawndale)	Saturday and Week day Jeannette: 773-762-6383 jpark@lclc.net Cliff: 773-762-6381 cnellis@lclc.net Genessa: gschultz@lclc.net; (847) 361-7297 Romona - christmona@aim.com; (773) 526-1747 Fax: 773-762-9121
e Peace Center of Roseland endy Jones	420 W. 111th Street (Roseland)	Saturday and Week day Sanction ypc420@gmail.com 773-995-0087 (c) 773-727-3383 Fax: 773-527-0366
ace Calvary United Methodist urch stor Rodney Walker	7800 S. Loomis (Auburn Gresham)	Saturday Sanction Fax: 773-583-5062 Rodney: rodneycwalker@yahoo.com 773-783-5145 (office); 630-427-5253 (cell) Vanita Rockford: vanita42@live.com
surrection Life Church stor Benjamin Peacock	7653 S. Maryland	Saturday Sanction Fax: 708-326-2173 Telephone: 708-704-2582 Email: bepeacock@yahoo.com
e Chicago School icia McMenamin enamin@thechicagoschool.edu	325 N. Wells, 60651	Saturday Sanction (Truancy Reduction Project) Fax: Telephone: 312-467-2387

ıago Dei Ministries Basketball - ɔ Victor Junious	Roseland	Mondays and Thursdays (max 10 openings) Email: victorjunious@sbcglobal.net (c) 773-220-9831; 312-433-4636
ɜw Beginnings Church edre Williams	6620 S. King Drive (Englewood/Woodlawn)	Intensive Gang Intervention (max 10 openings) 773-326-4212 (c) 708-289-7767 Fax: 773-326-4202 diedrelee@gmail.com Corey Brooks – cbbrooks1@aol.com
earland Alliance ıVonne Morris	4822 N. Broadway Ave Chicago, IL. 60640	Fiscal Agent lmorris@heartlandalliance.org 773-433-1252 773-271-8810 (fax) 312-287-2600 (cell)

CERTIFICATIONS (SECTION 4)

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

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.

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.*

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).

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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.*

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*).

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.*

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.

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 -prolit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

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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.

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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

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COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

Disclosure of Ownership Interest Statement must be submitted by :

Applicant for County Action and

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

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

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

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

dentifying Information:

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

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

ity: Chicago State: IL Zip Code: 60604

hone No.: 312-660-1300

orm of Legal Entity:

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

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

] Other (describe) _____

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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 reserved 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

Lavonne Morris
Notary Public Signature

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

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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

AMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

EFINITIONS:

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 ook 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 lood, 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 ubsidiary of any of the foregoing, and whether or not operated for profit.

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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: Hugo E. Ruiz Title: Executive Officer of Youth + Residential Services

Business Entity Name: Heartland Human Care Services Phone: (773) 433-1200

Business Entity Address: 208 S. LaSalle, #1818, Chicago, IL 60604

____ 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.			
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

12-27-2012
Date

Subscribe and sworn before me this 27th Day of December, 2012

a Notary Public in and for Will County

Tiffany Gianaras
(Signature)

NOTARY PUBLIC SEAL

My Commission expires 6/15/16

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

OFFICIAL SEAL
TIFFANY GIANARAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/15/16

SIGNATURE BY A CORPORATION
(SECTION 9)

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 Chief Procurement Officer 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

BUSINESS ADDRESS: 208 S. LaSalle, Suite 1818

Chicago, IL 60604

BUSINESS TELEPHONE: ~~(312)~~ (773) 433-1200 FAX NUMBER: (773) 271-8810

CONTACT PERSON: Susan Trudeau

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

LIST THE FOLLOWING CORPORATE OFFICERS:

~~PRESIDENT~~: Hugo E. Ruiz (executive officer of Youth + Residential Services) VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: Susan Trudeau (Managing Director) (~~CORPORATE SECRETARY~~)

Subscribed and sworn to before me this

27th day of December, 2012

x Tiffany Gianaras
Notary Public Signature

OFFICIAL SEAL
TIFFANY GIANARAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/15/16

My commission expires: 6/15/16

Notary Seal

* **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 10)

'N BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS ONTRACT IS HEREBY EXECUTED BY:

Not Required

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY CHIEF PROCUREMENT OFFICER

ATED AT CHICAGO, ILLINOIS THIS 08 DAY OF February, 20 13

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

HE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

13-50-025

R

EM(S), SECTION(S), PART(S):

OTAL AMOUNT OF CONTRACT: $ 1,500,000.00
(DOLLARS AND CENTS)

UND CHARGEABLE:

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 05 2013

COM

PPROVED AS TO FORM:

SSISTANT STATE'S ATTORNEY
Required on contracts over $1,000,000.00)

EDS

5.10.12

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