

### AMENDMENT NO. 1

This Amendment modifies Contract No.1, for Shelter Care Facilities by and between the County of Cook, Illinois, herein referred to as "County" and Heartland Human Care Services, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

#### RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on January 16, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Shelter Care Facilities (hereinafter referred to as the "Services") from February 1, 2013 through January 31, 2016, with two (2), one-year renewal options, in an amount not to exceed \$3,630,035.00; and

Whereas, the Contract will expire January 31, 2016, and the agreed upon Services are still required; and

Whereas, a renewal is desired for the continuation of Services; and

Whereas, an increase in the amount of \$1,523,890.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to renew the Contract for one (1) year beginning on February 1, 2016 through January 31, 2017.

Whereas, the County and Contractor desire to revise the scope of services provided in the Contract.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through January 31, 2017.
2. The Contract is increased by \$1,523,890.00 and the Total Contract Amount is revised to \$5,153,925.00.
3. The Contract is hereby amended to delete Exhibit 1 and 2 in its entirety and replace it with the attached Attachment A.
4. The following clause is hereby incorporated into the Contract as Article 3(l) Professional Social Services:

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

5. Article 5(b), Method of Payment of the Contract is deleted in its entirety and replaced with the following:

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

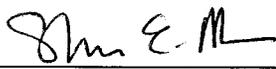
When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

6. The attached Economic Disclosures Statement, Identification of Subcontractors, and MBE/WBE Utilization Plan forms are incorporated and made a part of this Contract.
7. All other terms and conditions remain as stated in the Contract.

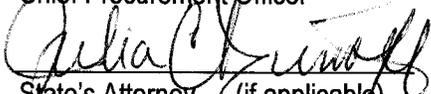
In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

Heartland Human Care Services, Inc.

By:   
Chief Procurement Officer

  
Signed

By:   
State's Attorney (if applicable)

David Sinski  
Type or print name

Executive Director  
Title

Date: 29 January 2016

Date: 1/5/16

ATTACHMENT A

Exhibit 1: Scope of Services

Exhibit 2: Schedule of Compensation

HEARTLAND HUMAN CARE SERVICES (HHCS)  
 MANUEL SAURA CENTER JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI)  
 FY 2016 BUDGET - FEBRUARY 1, 2016 THROUGH JANUARY 31, 2017

1.	PERSONNEL		
	a.	Salaries and Wages	819,081
	b.	Fringe Benefits	234,011
		Total Personnel	<u>1,053,092</u>
2.	EQUIPMENT		
	a.	Household Furnishings	4,800
	b.	Household Equipment	3,000
	c.	Computer hardware and software	2,400
	d.	Communications	17,000
	e.	Office Equipment	4,000
		Total Equipment	<u>31,200</u>
3.	CONTRACT SERVICES		
	a.	Copier Maintenance	3,600
	b.	Security monitoring maintenance	1,000
		Total Contract Services	<u>4,600</u>
4.	TRAINING		
	a.	Staff Development	4,500
	b.	Recruitment	500
		Total Training	<u>5,000</u>
5.	TRANSPORTATION		
	a.	Vehicle Maintenance	10,000
	b.	Vehicle Insurance	2,500
		Total Transportation	<u>12,500</u>
6.	OPERATIONAL		
	a.	Food	36,000
	b.	Clothing	5,000
	c.	Personal and Hygiene Items	5,000
	d.	Medical supplies	5,000
	e.	Kitchen Supplies	2,500
	f.	Educational Supplies	5,000
	g.	Recreational Equipment and Supplies	1,500
	h.	Program Occupancy	104,000
	i.	Utilities	24,000
	j.	Physical plant maintenance	36,000
	k.	Insurance (Professional Liability/Facility)	6,500
	l.	Ground Transportation	2,000
	m.	Office Supplies	5,000
	n.	Postage	1,112
		Total Operational	<u>238,612</u>
7.	TOTAL DIRECT COSTS		<u>1,345,004</u>
8.	TOTAL INDIRECT COSTS (13.3%)		178,886
9.	TOTAL FY16 BUDGET		<u>1,523,890</u>

**EXHIBIT 1**  
**Scope of Services**

## Scope of Work

### 1. Project Overview

The Vendor will provide for safe quality 24-hour residential care for a minimum of eighteen (18) male clients and 6 female clients on non-secure detention status or Release Upon Request (RUR) status. The ages for these clients will range from 10 to 17. The services include, but are not limited to: housing (in a DCFS licensed facility) and meals for 18 male clients and 6 female clients; 24-hour supervision; development and maintenance of a comprehensive individual supervision and service plan for clients; living skills instruction; evidence based and gender responsive interventions for juvenile offenders; crisis intervention; recreation; transportation; medical and psychiatric services; referrals to community resources as needed; development and implementation of positive gender responsive behavioral management model; development and maintenance of linkages with key agencies that interact with the Juvenile Court to obtain relevant pre-existing information for clients without PO's, particularly DCFS and its subcontractors, the Illinois Department of Mental Health, school boards within Cook County, Cook County police districts and the Circuit Court of Cook County's Juvenile Probation and Court Services Department; provision of court testimony relating to client adjustment and identification of available resources; maintenance of statistics and other relevant data to be used in project evaluation; enhancement of a management information system that coordinates with the Juvenile Court's information system(s); provision of services on an emergency and/or expedited basis; and establishment of detailed written policies and procedures .

### 2. Vendor Requirements

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

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

### **3. Program Standards and Operational Structure**

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

#### **A. Standards of Service**

The Proposer must employ an overarching philosophy of care that respects the dignity and worth of each child that responds effectively to each child's physical and psychological needs, that embraces diversity and uniqueness, and that operates within the framework of adolescent development. The primary goal is the provision of a safe and caring temporary shelter.

While some children may spend one or two days in the temporary shelter care facility, others may be there several days to several weeks. Therefore, the facility is required to provide services that will enhance the individual competency of each minor to lawfully self-manage when reintegrated into the community. The Proposer is also required to develop and implement a reintegration plan for clients without PO's that is in the facility for more than one week. This reintegration plan must foster positive social networks for each child for the purpose of sustainable lawful behavior.

The Proposer must demonstrate that all programs and services align with best practices in the field of juvenile justice. Most notably the services must be congruent with:

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

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

#### **B. Ethical Standards**

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

#### **C. Confidentiality**

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

#### D. Staff Qualifications

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

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

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

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

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

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

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

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

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

#### Service Components

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

##### A. Licensing and Facility Requirements

The Proposer must have and maintain a Child Welfare License through DCFS in accordance to the Illinois Administrative Code (89 11. Admin Code 401 (2008)). The Proposer must provide and maintain licensed, staff secure shelter care facilities for male and female clients diverted from the JTDC by the Circuit Court of Cook County. The facility(s) for the females must be separated from the facility(s) for the males and vice versa. There can be no interaction between the two populations. All facilities must be licensed by DCFS as a childcare institution in conformance with the Illinois Administrative Code (89 11. Admin. Code 404 (2008)). In addition, pursuant to the County Shelter Care and Detention Home Act, the shelter care facilities must comply with the minimum standards established by the Department of Juvenile Justice (55 ILCS 75/2).

The facility(s) designated for males must have minimum bed space for eighteen (18) clients. The facility(s) designated for females must have bed space for a minimum of six (6) clients. The Proposer must address each facility's capacity to provide additional beds to cover an unexpected influx of non-secure clients and the per diem rate for additional clients. The facilities must be in accordance with zoning laws/ordinances.

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

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

- 1100 S. Hamilton Avenue, Chicago, IL 60612

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

The shelter care facility staff will not have established offices in the Juvenile Court facilities. Proof of all licenses must be submitted with the Proposal and must be maintained throughout the duration of any contract with the County. The facilities must be made available for any site tours requested by the County or the Office of the Chief Judge.

#### **B. Staffing Requirements**

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

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

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

#### **C. Description of Proposed Team**

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

#### **D. Intake and Admission Criteria**

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

The staff secure shelter care facilities will admit into shelter care only those clients authorized by Detention Release Officers and Detention Screening Officers.

Successful vendors shall provide an intake staff to accept and respond to admissions and request for releases on a 24-hour, 7 days a week basis.

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

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

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

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

#### **E. Number of Youth Served**

The Juvenile Court Shelter Care Facilities must serve a minimum daily population of twenty-four (24) minors designated for Shelter Care by the Circuit Court of Cook County (eighteen (18) males and six (6) females). A minimum of twenty-four (24) beds (eighteen (18) males and six (6) females) per day will be reserved for exclusive use of the Juvenile Court.

#### **F. Residential Programming**

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

The vendors proposed program must contain:

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

social skills, reduced impulsivity, rational behavior training, cognitive behavior interventions that address criminal tendencies, and substance abuse and trauma interventions);

- Basic living skills instruction;
- Recreation plan;
- Transportation to and from court;
- Plan for servicing clients on psychotropic medications;
- Plan for servicing pregnant female clients;
- Medical and psychiatric services;
- Crisis Intervention;
- Positive gender responsive behavior management model;
  - >-- Discipline, behavior management and crisis intervention must minimally be in compliance with the Illinois Administrative Code's requirements for Discipline and Behavior Management in Child Care Facilities (89 II. Admin. Code 384 (2008)).
- Referrals to community resources;
  - >-- Successful vendors will provide linkage agreements from community based organizations willing to provide needed resources for clients;
- Minimum 6:1 client to staff ratio.

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

#### **G. Emergency and Expedited Placement at Shelter Care Facilities**

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

#### **H. Length of Services**

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

#### **I. Administration**

The vendor will be responsible for all administrative areas including:

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

The successful proposal will contain a detailed description of administrative services including the development documentation and maintenance of clearly articulated policies and procedures

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

#### **J. Data on Operation and Services**

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

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

#### **K. Management Information System**

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

#### **L. Program Evaluation**

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

The vendor is expected to meet the current average successful completion rate of 90% over a one year period (data taken from 2008 with successful completion defined as client returning to court arrest free). The vendor will be required to meet with the Office of the Chief Judge as necessary to review performance under the contract. The Office of the Chief Judge will determine the frequency of performance review in consultation with the shelter care facility's director. It is expected that the frequency of performance reviews will vary throughout the duration of the contract and that reviews will occur more frequently, e.g. at least monthly, in early phases of implementation. The review shall include, but may not be limited to, performance goals, budget, quality improvement, management, communication and cooperation with the Office of the Chief Judge and the County and overall contract compliance. As part of this review process, the Office of the Chief Judge may audit all service delivery documentation and reports required by the Program Standards, billing

documentation and such other information the vendor is required to maintain and/or develop as a result of the contract.

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

**M. Volume of Work**

In calendar year 2014, the Saura Center served 693 total minors, including 579 males and 114 females.

EXHIBIT 2  
Schedule of Compensation

**1. METHOD AND RATE OF PAYMENT**

**Rate of Compensation**

Proposers must provide a per diem rate based upon monthly average bed space utilization. To assure the continued operation of the program, Proposers must detail the necessary cumulative monthly per diem needed for twenty-four (24) bed capacity (i.e., guaranteed beds).

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

1. Project Personnel	\$ 1,053,092.00
2. Equipment	\$ 31,200.00
3. Contract Services	\$ 4,600.00
4. Training	\$ 5,000.00
5. Transportation	\$ 12,500.00
6. Operational	\$ 238,612.00
7. Indirect Costs	\$ <u>178,886.00</u>

Cost per Year \$ 1,523,890.00

**GRAND TOTAL PROJECT COST**

**\$ 1,523,890.00**

SERVICE DATE: 0 Days (Immediately)  
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

Signature: 

Revised

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**SECTION 1**  
**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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** 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, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*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 who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*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.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement.** Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

## SECTION 2

### CERTIFICATIONS

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

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

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

#### C. DRUG FREE WORKPLACE ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant 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 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
<u>N/A</u>	

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?  
Yes:   X   No: \_\_\_\_\_

b) If yes, list business addresses within Cook County:  
\_\_\_\_\_  
**208 S. LaSalle St., Ste. 1300**  
\_\_\_\_\_  
**Chicago, Illinois 60604**  
\_\_\_\_\_

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
Yes:   X   No: \_\_\_\_\_

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

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 (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): SEE ATTACHED  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) \_\_\_\_\_ The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant 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 Applicant 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 Applicant certified to all Certifications and other statements contained in this EDS.

**HEARTLAND  
ALLIANCE**  
HUMAN CARE

**Heartland Human Care Services, Inc.**  
208 South LaSalle Street  
Suite 1300  
Chicago, IL 60604

P 312.660.1300  
F 312.660.1500  
heartlandalliance.org

**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# 20-28-218-015-0000

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Heartland Human Care Service, Inc.

D/B/A: SAME FEIN NO.: 36-4053-244

Street Address: 208 S. LaSalle St., Ste. 1300

City: Chicago State: Illinois Zip Code: 60604

Phone No.: 312-660-1341 Fax Number: 312-660-1500 Email: Dsinski@heartlandalliance.org

Cook County Business Registration Number: N/A  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 5844-547-9

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person 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 Person 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 [ **X** ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
David Sinski	208 S. LaSalle St., Ste. 1300 Chicago, IL. 60604	Executive Director	Open ended

**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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

David Sinski

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

Dsinski@heartlandalliance.org

E-mail address

Subscribed to and sworn before me  
this 23<sup>rd</sup> day of December 2015

x Lavonne Morris  
Notary Public Signature

Executive Director

Title

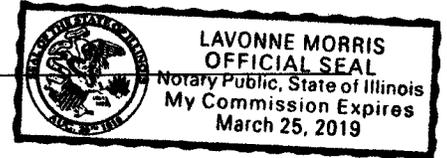
Date

12/23/15

Phone Number

My commission expires: March 25, 2019

Notary Seal





**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

#### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### **Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Heartland Human Care Services, Inc.

Address of Person Doing Business with the County: 208 S. LaSalle St., Ste. 1300, Chicago, Illinois 60604

Phone number of Person Doing Business with the County: 312-660-1341

Email address of Person Doing Business with the County: Dsinski@heartlandalliance.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

David Sinski Executive Director - Address and Phone number same as above

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 11-84-036 Amendment 1

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Adriaan Jelks-Brown, Contract Negotiator

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Kevin Hickey, Deputy Chief Probation Officer, 312-433-6659

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

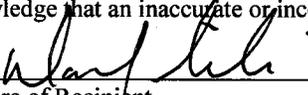
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

 \_\_\_\_\_ Date 12/23/15

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

**I. Contract Information:**

Contract Number: 11-84-036

County Using Agency (requesting Procurement): Juvenile Probation & Court Services

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Heartland Human Care Services, Inc.

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 36-4053-244

Date of Birth: N/A

E-mail address: N/A

Street Address: 208 S. LaSalle St., Ste. 1300

City: Chicago

State: Illinois

Zip: 60604

Home Phone: ( ) N/A

Driver's License No: N/A

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* YES or **NO**

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* YES or **NO**

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* YES or **NO**

*Employee Classification Act, 820 ILCS 185/1 et seq.,* YES or **NO**

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* YES or **NO**

*Any comparable state statute or regulation of any state, which governs the payment of wages* YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
**YES or NO** (NO circled)

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
**YES or NO** (NO circled)

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
**YES or NO** (NO circled)

Other factors that the Person or Substantial Owner believe are relevant.  
**YES or NO** (NO circled)

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Handwritten Signature] Date: 12/23/15

Name of Person signing (Print): David Sinski Title: Executive Director

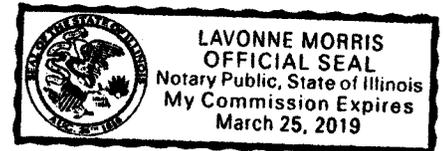
Subscribed and sworn to before me this 23<sup>rd</sup> day of December, 20 15

x [Handwritten Signature]

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

Heartland Human Care Services, Inc  
Corporation's Name  
312-660-1300  
Telephone  
Betsy A. Leonard  
Secretary Signature

Brian Registe  
President's Printed Name and Signature  
Bregiste@heartlandallianc.org  
Email  
12/28/15  
Date

Execution by LLC

N/A  
LLC Name  
  
Date

\*Member/Manager Printed Name and Signature  
  
Telephone and Email

Execution by Partnership/Joint Venture

N/A  
Partnership/Joint Venture Name  
  
Date

\*Partner/Joint Venturer Printed Name and Signature  
  
Telephone and Email

Execution by Sole Proprietorship

N/A  
Printed Name and Signature  
  
Telephone

Date  
  
Email

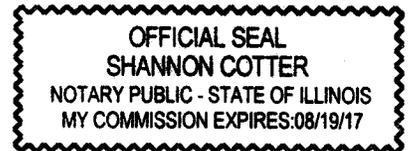
Subscribed and sworn to before me this

28th day of December 2015

Shannon Cotter  
Notary Public Signature

My commission expires:

8/19/17  
Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- 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 below and the Letter(s) of Intent – Form 2).

**II.**  **Direct Participation of MBE/WBE Firms**                       **Indirect Participation of MBE/WBE Firms**

**NOTE: 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached?            Yes \_\_\_\_\_            No \_\_\_\_\_  
\*Current 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 \_\_\_\_\_  
\*Current Letter of Certification attached?    Yes \_\_\_\_\_            No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation:     Direct         Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No     Yes – Please attach explanation.    Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL



**HEARTLAND  
ALLIANCE**  
HUMAN CARE

Heartland Human Care Services, Inc.  
208 South LaSalle Street  
Suite 1300  
Chicago, IL 60604

P 312.660.1300  
F 312.660.1500  
heartlandalliance.org

December 29, 2015

Adriaan Jelks-Brown  
Contract Negotiator  
Cook County Government  
Office of the Chief Procurement Officer  
118 North Clark Street, Room 1018  
RE: Request for a full waiver of MBE/WBE Participation, contract # 11-84-036

Dear Ms. Jelks-Brown,

Please allow this letter to serve as justification for a request for full waiver of MBE/WBE participation.

The specifications and necessary requirements for performing the Contract make it impossible to divide expenses to enable us to utilize MBEs and/or WBEs in accordance with applicable participation. The reason for this is that this Contract is to provide shelter care services for children in the community. These children are referred by the Cook County juvenile court for short term care, and eventual release to family or other appropriate placement. Because of the nature of shelter care services, 78% of the total program expenses amount is personnel and benefits. The nature of this Contract makes it impossible to comply with the MBE/WBE requirements.

If you need any further information, please do not hesitate to contact me at (773) 433-1200 ext 5403.



Susan Trudeau, LCSW  
Managing Director  
Youth & Residential Services Division  
Heartland Human Care Services



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

January 5, 2016

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

JOAN PATRICIA MURPHY  
6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

Ms. Shannon E. Andrews  
Chief Procurement Officer  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 11-84-036 (Amendment No. 1)  
Shelter Care Facilities  
Juvenile Probation, Court Service Department and Circuit Court

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-referenced contract amendment, has reviewed it for compliance with the Minority- and Women-owned Business Enterprise Ordinance Provisions, and has been found to be responsive with such Provisions.

**Bidder:** Heartland Human Care Services, Inc.  
**Original Contract Amount:** \$3,630,035.00  
**Increase Amount:** \$1,523,890.00 (Amendment No. 1)  
**New Contract Amount:** \$5,153,925.00  
**Contract Extension:** 12 months  
**New Contract Term:** February 1, 2016 through January 31, 2017  
**Contract Goal:** 25% MBE, 10% WBE

**Full Waiver Granted:** 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.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

  
Jacqueline Gomez  
Contract Compliance Director  
JG/ate

Cc: Adriaan Jelks-Brown, OCPO  
James Anderson, OCJ  
Kevin Hickey, JP

**VETERAN'S PREFERENCE FOR VBE AND SDVBE  
INSTRUCTIONS**

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

**DEFINITIONS**

*Veteran-owned Business Enterprise (VBE)* means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Service-Disabled Veteran-owned Business Enterprise (SDVBE)* means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

*Service-Disabled Veteran* means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

*Service-connected disability* means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

*Small Business* means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

**REQUEST FOR PREFERENCE**

\_\_\_\_\_ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

\_\_\_\_\_ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

David Sinski

Executive Director

Bidder (please print or type)

Title

*David Sinski*

12/23/15

Signature

Date

Dsinski@heartlandalliance.org

312-660-1341

E-mail address

Phone Number

Subscribed to and sworn before me this 23<sup>rd</sup> day of December, 2015.

My commission expires: March 25, 2019

X *Lavonne Morris*  
Notary Public Signature

Notary Seal



**AFFIDAVIT  
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

**INSTRUCTIONS**

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. **All Bidders who are requesting this preference must complete this Affidavit.**

**DEFINITIONS**

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Public Works* means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, David Sinski, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

David Sinski  
 Bidder (please print or type)  
 Signature  
Dsinski@heartlandalliance.org  
 E-mail address

Executive Director  
 Title  
12/23/15  
 Date  
312660-1341  
 Phone Number

Subscribed to and sworn before me  
this 23rd day of December, 20 15.

x Lavonne Morris  
 Notary Public Signature

My commission expires: March 25, 2019

Notary Seal

