

At the request of the Commissioner of Assets, Information and Services, I transmit herewith an ordinance authorizing the execution of a renewal lease agreement with Heartland International Health Center.

Your favorable consideration of this ordinance will be appreciated.

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago as Landlord, the Commissioner of the Department of Assets, Information & Services is authorized to execute a Second Amendment to Lease (No. 20258) with Heartland International Health Center, as Tenant, for use clinical office space located at 845 West Wilson Avenue; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE NO. 20258

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment") is made and entered into this day of , 2021, by and between the CITY OF CHICAGO, an **Illinois municipal corporation and home rule unit of government ("Landlord")** and **HEARTLAND INTERNATIONAL HEALTH CENTER, an Illinois not-for-profit corporation ("Tenant")**.

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease No. 20258 dated July 1, 2012 (the "2012 Lease"), to permit Tenant use of approximately 2,100 square feet of clinical office space located on the first floor of the building located at 845 West Wilson Street, Chicago, Illinois, (the "Building"), together with access to the Building's adjacent parking lot; and

WHEREAS, the 2012 Lease was amended by that certain First Amendment to Lease dated April 1, 2015 (the "First Amendment") to permit Tenant's expansion into "approximately 4,132 square feet of space" located in the basement of the Building (the "First Amendment Expansion Space"); and

WHEREAS, the First Amendment included an inaccurate numerical measurement of the size of the First Amendment Expansion Space, although Exhibit A to the First Amendment accurately depicted the size of the First Amendment Expansion Space, which size is actually 4,526 square feet; and

WHEREAS, the Term of the 2012 Lease expired on December 31, 2017, and Tenant has been holding over on a month-to-month basis in accordance with Section 9.1 of the 2012 Lease; and

WHEREAS, Landlord and Tenant desire to modify certain terms and conditions of the 2012 Lease by: a) adding 6,445 square feet of additional space on the first floor of the Building to the Premises; b) including an option, subject to Landlord's written approval, for Tenant to expand into an additional 1,200 square feet of space in the basement of the Building; c) increasing the required notice period, in the event of an early termination of the Lease, from 90 to 120 days; and d) extending the Term to December 31, 2027.

WHEREAS, Landlord has determined that the original premises and the areas of expansion granted in this Second Amendment, the First Amendment and the 2012 Lease have no present or foreseeable municipal use; and

WHEREAS, the 2012 Lease, First Amendment, and this Second Amendment shall collectively be referred to herein and hereafter as the "Lease".

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant agree as follows:

1. Recitals and Terms of Art. The recitals are incorporated herein by reference and made a part of this Second Amendment. All capitalized terms used herein shall have the same

meanings as they do in the Lease, unless otherwise expressly provided herein.

2. Term. The Term of the Lease is hereby extended from the date of this Second Amendment through and including December 31, 2027, unless sooner terminated as set forth in the Lease. Any holding over by Tenant shall be construed to be a tenancy from month-to-month only beginning on January 1, 2028, and Tenant's share of Operating Costs shall increase three percent (3%) as compared to 2027 Operating Costs. During such holding over, all other provisions of this Lease shall remain in full force and effect.

3. Correction of Expansion Premises in First Amendment. The Expansion Premises referenced in Section 1.1 and elsewhere in the First Amendment is 4,526 square feet. All calculations that use this measurement shall reflect this corrected amount.

4. Amendment to Premises. The Premises, which include both the Original Premises and the Expansion Premises (as defined in the First Amendment) are hereby amended by adding 6,445 square feet of space on the first floor of the Building (the "First Floor Expansion Space"), and after this amendment the Premises shall be defined as:

Approximately 8,545 square feet of space on the first floor and 4,526 square feet of space in the basement of the Uptown Neighborhood Health Clinic (as depicted on Exhibit A attached hereto) located at 845 West Wilson Avenue, Chicago, Cook County, Illinois (PINs 14-17-221-001 through -006, -013 through -015, and -034) along with access to the adjoining parking lot.

Tenant acknowledges that it is familiar with the condition of the First Floor Expansion Space, has made such inspections as it desires prior to the date of this Second Amendment, and accepts the space in its as-is condition. Tenant shall be responsible, at its own cost and expense, for any alterations that are needed to bring the First Floor Expansion Space to a condition that is suitable for Tenant's use.

5. Option to Expand Premises. During the term of the Lease, Tenant shall have the option to expand the Premises to include an additional 1,200 square feet of space in the basement of the Building (the "Basement Expansion Option"), as depicted on Exhibit A and identified as "Basement Expansion Option", subject to Landlord's written approval, which shall be memorialized on Exhibit B attached hereto and titled "Basement Expansion Certificate". The Basement Expansion Date shall be the date last written upon execution

the Basement Expansion Certificate.

6. Operating Costs. Tenant's Proportionate Use is 37.43% of the Building (14,271 square feet of space in the Premises divided by the Building's total square footage of 38,123 square feet) and Tenant shall be responsible for reimbursing Landlord for a 37.43% share of Operating Costs, in accordance with the schedule attached hereto as Exhibit C. Upon the Basement Expansion Date, if Tenant exercises its option and Landlord approves, Tenant's Proportionate Use shall increase to 40.58% of the Building (15,471 square feet of space in the Premises divided by the Building's total square footage of 38,123 square feet) and Tenant shall be responsible for reimbursing Landlord for a 40.58% share of Operating Costs, in accordance with the schedule attached hereto as Exhibit D. Tenant's share of Operating Costs is subject to a three percent (3%) annual escalation beginning on January 1, 2022 in lieu of trueing up Actual

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Operating Costs versus Estimated Operating Costs. Operating Costs shall be prorated on a per diem basis if the date of this Second Amendment, or the Basement Expansion Date, respectively, is not the first day of the month.

7. Termination of Lease. Landlord and Tenant shall have the right to terminate this Lease for any reason by providing the other party with one hundred twenty (120) days prior written notice at any time after execution of this Second Amendment.

8. Insurance and Indemnification. The insurance provisions of the Lease are replaced in their entirety with the insurance requirements contained in Exhibit E attached hereto.

9. Change to Name of Department. The Department of Fleet & Facility Management of the City of Chicago has merged with another department and the name of the new department is the Department of Assets, Information & Services. All reference in the Lease to the Department of Fleet & Facility Management shall now refer to the Department of Assets, Information & Services. Landlord's notice address shall henceforth be:

Notice Address: City of Chicago
Department of Assets, Information & Services Bureau of Asset
Management Office of Real Estate Management 2 North
LaSalle Street, Suite 200 Chicago, Illinois 60602

With a copy to: City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

10. Reaffirmation of Lease. Except to the extent expressly set forth in this Second Amendment, all terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and affirmed. If there is any conflict between the terms and provisions of the Lease and the terms and provisions of this Second Amendment, the terms and provisions of this Second Amendment shall control.

11. Governing Law and Severability. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any provision of this Second Amendment

shall at any time be found to be invalid or otherwise rendered unenforceable, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Second Amendment, as the circumstances require, and this Second Amendment shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be.

12. Counterparts. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Second Amendment may be executed and delivered via email or PDF.

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13. Effectiveness. This Second Amendment is not effective unless and until the same is signed and delivered by both Tenant and Landlord.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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IN WITNESS HEREOF, the parties hereto have caused this Second Amendment to be duly executed on the date first written above.

LANDLORD:

THE CITY OF CHICAGO,

an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF ASSETS, INFORMATION & SERVICES

By:

Commissioner

DEPARTMENT OF PUBLIC HEALTH

By:

Commissioner

**APPROVED AS TO FORM AND LEGALITY: BY:
DEPARTMENT OF LAW**

Assistant Corporation Counsel Real Estate Division

TENANT:

HEARTLAND INTERNATIONAL HEALTH CENTER,
an Illinois not-for-profit corporation

By: _

Name: Its:

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EXHIBIT A
(the Premises)

FIRST FLOOR HAZEL ST
FLOOR PLAN

9 5 10 16 Z) ||||| SCALE

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7

FLOOR PLAN HAZEL ST

EXHIBIT B

BASEMENT EXPANSION CERTIFICATE

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("Landlord") and

HEARTLAND INTERNATIONAL HEALTH CENTER, an Illinois not-for-profit corporation ("Tenant") are parties to that certain Lease No. 20258 dated July 1, 2012, as amended by the First Amendment dated April 1, 2015, and that certain Second Amendment dated _____, 2021 (together, the "Lease"), governing Tenant's use of the Premises located at 845 W. Wilson Avenue, Chicago, Illinois.

The Lease contains an expansion option to permit Tenant's expansion into 1,200 square feet of space located in the basement of the Building (the "Basement Expansion Space"), subject to Landlord's written approval, to be memorialized on this Basement Expansion Certificate.

Tenant hereby exercises its option to expand into the Basement Expansion Space. Tenant acknowledges that it is familiar with the condition of the. Basement Expansion Space, has made such inspections as it desires prior to the execution of this Basement Expansion Certificate, and accepts the space in its as-is condition. Tenant shall be responsible, at its own cost and expense, for any alterations that are needed to bring the Basement Expansion Space to a condition that is suitable for Tenant's use.

Landlord hereby approves Tenant's expansion into the Basement Expansion Space.

IN WITNESS HEREOF, the parties hereto have caused this Basement Expansion Certificate to be duly executed on the date last written below (the, "Basement Expansion Date").

LANDLORD:

THE CITY OF CHICAGO,

By:
Name:
Title:
Date:

TENANT:

HEARTLAND INTERNATIONAL HEALTH CENTER,

By:_
Name:
Title:
Date:

EXHIBIT C

Tenant's proportionate share of Operating Costs

- " ' <d ' ■ ' M-' .Xs- Building Services (7/1/2019- 6/30/2020)

Security (not included, provided by Tenant)	\$0.00
Custodial (not included, provided by Tenant)	\$0.00
Engineering	\$59,743.99
Plumbing	\$1,466.83
Pest Control	\$1,137.78
Disposal Services	\$2,732.48
Landscape Services	\$4,994.26
Elevator Maintenance	\$6,776.00
Snow Plowing, shoveling & De-icing sidewalks	\$12,393.27
Total:	\$89,244.61

Gas (Oct. 2019 - Sept. 2020)	\$21,118.20
Electricity (Nov. 2019 - Oct. 2020)	\$22,661.70
Water / Sewer (exempt)	\$0.00
Total Utilities	\$43,779.90

Building Operating Costs

Building Services	\$89,244.61
Utilities	\$43,779.90
Total	\$133,024.51

Tenant's Proportionate Share of the Building

Tenant's Premises	14,271
Total Building Square Footage	38,123
Tenant's Proportionate Share	37.43%

Tenant's Proportionate Share of Building Operating Costs

Annual Cost	\$49,796.52
Monthly Cost	\$4,149.71

Schedule of Operating Costs

Period Beginning	Period Ending	Monthly Cost	Annual rate	Annual rate per s.f.
Execution 2nd Amend	12/31/2021	\$4,149.71	\$49,796.52	\$3.49
1/1/2022	12/31/2022	\$4,274.20	\$51,290.42	\$3.59
1/1/2023	12/31/2023	\$4,402.43	\$52,829.13	\$3.70
1/1/2024	12/31/2024	\$4,534.50	\$54,414.00	\$3.81
1/1/2025	12/31/2025	\$4,670.54	\$56,046.42	\$3.93
1/1/2026	12/31/2026	\$4,810.65	\$57,727.81	\$4.05
1/1/2027	12/31/2027	\$4,954.97	\$59,459.65	\$4.17
1/1/2028 (Holding Over)		\$5,103.62	\$61,243.44	\$4.29

EXHIBIT D

Tenant's proportionate share of Operating Costs beginning on Basement Expansion Date

V : Building Services (7/1/2019^6/30/2026): ; ; ; i

Security (not included, provided by Tenant)	\$0.00
Custodial (not included, provided by Tenant)	\$0.00
Engineering	\$59,743.99
Plumbing	\$1,466.83
Pest Control	\$1,137.78
Disposal Services	\$2,732.48
Landscape Services	\$4,994.26
Elevator Maintenance	\$6,776.00
Snow Plowing, shoveling & De-icing sidewalks	\$12,393.27
Total:	\$89,244.61

Utilities (annual cost)	
Gas (Oct. 2019 - Sept. 2020)	\$21,118.20
Electricity (Nov. 2019 - Oct. 2020)	\$22,661.70
Water / Sewer (exempt)	\$0.00
Total Utilities	\$43,779.90

Total Annual Building Operating Costs

Building Services	\$89,244.61
Utilities	\$43,779.90
Total	\$133,024.51

Tenant's Proportionate Share of the Building

Tenant's Premises	15,471
Total Building Square Footage	38,123
Tenant's Proportionate Share	40.58%

Tenant's Proportionate Share of Building Operating Costs

Annual Cost	\$53,983.74
Monthly Cost	\$4,498.65

Schedule of Tenant's Share of Operating

Period Beginning	Period Ending	Monthly Cost	Annual rate	Annual rate per s.f.
Execution 2nd Amend	12/31/2021	\$4,498.65	\$53,983.74	\$3.49
1/1/2022	12/31/2022	\$4,633.60	\$55,603.25	\$3.59
1/1/2023	12/31/2023	\$4,772.61	\$57,271.35	\$3.70
1/1/2024	12/31/2024	\$4,915.79	\$58,989.49	\$3.81
1/1/2025	12/31/2025	\$5,063.26	\$60,759.18	\$3.93
1/1/2026	12/31/2026	\$5,215.16	\$62,581.95	\$4.05
1/1/2027	12/31/2027	\$5,371.62	\$64,459.41	\$4.17
1/1/2028 (Holding Over)		\$5,532.77	\$66,393.19	\$4.29

EXHIBIT E
INSURANCE REQUIREMENTS

Tenant shall, at its sole expense, procure and maintain, or cause to be procured and maintained, during the Term of this Lease and on any earlier date Tenant or its contractors are permitted to enter onto the Premises, and until each and every obligation of Tenant contained in this Lease has been fully performed (including any time period following the expiration or termination date if Tenant is required to return to the Premises and perform any additional work), the following coverages and minimum limits of insurance, insuring all operations under this Lease, with insurance companies authorized to do business in the State of Illinois. For the purpose of this Exhibit E, the term "contractors" shall also include licensees occupying the Premises:

a) Workers Compensation and Employers Liability Insurance. Tenant shall be insured (and shall require that each of its contractors and subcontractors are insured) against liability for workers' compensation and employers' risk as prescribed by applicable Law before commencing the performance of any Work on or about the Premises or otherwise in relation to this Lease. A waiver of subrogation in favor of City is required.

b) Commercial General Liability Insurance. (Primary and Umbrella). Commercial General Liability insurance, insuring against any and all liability of the City and Tenant including, without limitation, coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury, with limits of not less than \$2,000,000 Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance will insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 11 of this Lease. Such insurance will be noncontributing with any insurance which may be carried by the City and will contain a provision that City, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to the City, its agents, and employees, or the property of such persons. Such insurance policy shall include a Severability of Interest or Cross Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability." The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Lease.

c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Work to be performed, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

d) Coverages of the Premises. Insurance policies insuring against loss or damage to the Premises, in an amount consistent with what a prudent operator of a

against in an Illinois standard form fire insurance policy, which in no event shall be less than those perils covered by ISO Causes of Loss-Special Form property insurance (formerly known as "All-Risk"). The replacement cost of the Premises shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The policy shall list the City of Chicago as an additional insured and loss payee.

e) Medical Professional Liability. Medical Professional Liability coverage with limits of not less than \$3,000,000 including prior Acts coverage, such instances covering Tenant against any claim made against Tenant arising out of a medical incident involving the rendering of or a failure to render professional services or out of the performance of the services in Tenant's capacity toward the Landlord as professional consultant,' whether caused by an error, omission or act of the Tenant, of any person employed by Tenant or any others for whose actions or omissions Tenant is legally liable. The policy shall have an extended reporting period of two (2) years. When policies are renewed or replaced the policy retroactive date must coincide with or precede the start of work.

f) All Risk Builders Risk Insurance. Before commencing any construction, including improvements, betterments or repairs, Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the Building. Coverage shall include but not be limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage, vandalism and malicious mischief. The City of Chicago shall be named as an additional insured and loss payee. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this Exhibit E. For the avoidance of doubt, Tenant shall have no obligation to maintain All Risk Builders Risk Insurance during any period which there is no construction being performed on the Premises.

Other Terms of Insurance.

A. Tenant will furnish the City of Chicago, Department of Assets, Information & Services, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. Tenant shall submit evidence on insurance prior to occupancy of the Premises. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of City to obtain certificates or other evidence of insurance from Tenant shall not be deemed to be a waiver by the City. Tenant shall advise all insurers of the provisions in this Lease regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide insurance as specified herein.

B. The insurer shall provide the City prior written notice of at least sixty (60) days if the insurer elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially

reduces the scope of coverage.

- C. Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.
- D. To the maximum extent permitted by Law, and notwithstanding anything to the contrary contained in this Lease, Tenant hereby releases the City and its officers, employees and agents from any and all liability or responsibility (to Tenant or anyone claiming through or under Tenant by way of subrogation or otherwise) for any loss or damage to the extent that such loss or damage is covered, or is required to be covered under this Lease, even if such loss or damage is caused by the fault or negligence of the City or anyone for whom the City may be responsible. Tenant will notify its insurers of this agreement. For clarity, and without limiting the foregoing, all loss or damage resulting from risks that Tenant is required or has elected to insure shall be subject to this waiver of subrogation.
- E. Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within this Lease or by law.
- F. Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by Tenant under this Lease.
- G. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.
- H. The City of Chicago, Department of Finance, Office of Risk Management, maintains the right at any time during the Term of this Lease to change the amounts and types of insurance required hereunder.
- I. If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies outside this Lease, Tenant shall give the City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against such insurance which in Tenant's best judgment may diminish the protection such insurance affords the City. Tenant shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.
- J. Tenant shall be responsible for all loss or damage to Tenant's Personal Property (including but not limited to materials, equipment, tools and supplies).
- K. Tenant's failure to procure or maintain required insurance shall constitute a material breach of this Lease under which the City may immediately terminate this Lease, or, at its

discretion, procure or renew such insurance to protect its interest and pay any and all premiums in connection therewith, and recover all monies so paid from Tenant. If the City elects to terminate this Lease, Tenant agrees to promptly cease all operations and activities under this Lease and to peacefully surrender the Premises.

845 W. Wilson Ave. Lease No. 20258

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

**CITY OF CHICAGO ECONOMIC
DISCLOSURE STATEMENT AND
AFFIDAVIT**

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

**Heartland International Health
Centers**

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant=s legal

name:

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section 11 (B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 3048 N Wilton Avenue, Chicago IL 60657

C. Telephone: 773-296-7587 Fax: 773-296-7637 Email: nwillis@heartlandhealthcenters.org

<mailto:nwillis@heartlandhealthcenters.org>

D. Name of contact person: Nicole Willis

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable): Lease agreement for use of space in a City-owned building located at 845 W. Wilson Avenue.

G. Which City agency or department is requesting this EDS?_ Dept. of Assets, Information & Services

Ver.2018-1

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If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

- Person
- Publicly registered business corporation Privately held business corporation Sole proprietorship General partnership Limited partnership Trust
- Limited liability company Limited liability partnership Joint venture Not-for-profit corporation (Is the not-for-profit corporation also a 501(c)(3))?
 Yes No Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

See attached listing of Heartland Health Center Executive Officers and Directors

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None".

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
None		

SECTION m - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the

12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected officials spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC") in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse (s)/domestic partner(s) and describe the financial interest(s).

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SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d. is not an acceptable response."
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes" has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

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B. FURTHER CERTIFICATIONS

- 1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).**
- 2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.**
- 3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:**
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;**
 - b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;**
 - c. are not presently indicted for, or criminally or civilly charged by, a governmental**

entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a

Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. **bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;**
- b. **agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or**
- c. **made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or**
- d. **violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).**
6. **Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.**

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S.

EPA on the federal System for Award Management ("SAM").

10. **[FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.**

11. **If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:**

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

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12. **To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").**

13. **To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a gift does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.**

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
[] is [X] is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[] Yes [X] No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D(I), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
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4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records,

including the names of any and all slaves or slaveholders described in those records:

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

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2. **The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.**
3. **The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.**
4. **The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization**

described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes", answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

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2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available online at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or

D. upon request. Some or all of the information provided in, and appended to, this EDS may be made

D. publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise.

D. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or

D. claims which it may have against the City in connection with the public release of information

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contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the

Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Heartland International Health Centers

(Print or type exact legal name of Disclosing Party)

(Sign here)

Nicole Willis

(Print or type name of person signing)

Interim CEO

(Print or type title of person signing)

Signed and sworn to before me on (date) kUj^V^ 2m; 2q&3

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LF.E COHEN Official Seal Notary Public - State of Illinois My Commission Expires Jan 14, 2023

Commission expires: ^
Ver.2018-1

H, Z^x^

**CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT**

APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND

DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B. 1 .a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

APPENDIX C

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

STATEMENT AND AFFIDAVIT

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385,1 hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes No

N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385. This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1). If you checked "no" to the above, please explain.

Heartland International Health Center

Executive Officers

	Title
Nicole Willis	Interim CEO
Thomas M. Serafine	Vice-Chairman
<i>Randall Johnson</i>	<i>Chief Financial Officer</i>
<i>Coletta Sargant</i>	<i>Chief Operating Officer</i>

Board of Directors

Director	Title
Pemba Bayo	Secretary
Mary Bookman	Director
Ruth Barrera	Director
Phillip Dothard	Chairman
Roberto Flores	Director
Darlene Godfrey	Director
Matthew Katzfey	Director
Jerome Lucas	Director
Diane MacDonald	Treasurer
Kristen Plocinik	Director
Tasneem Qureshi	Director