

**PROFESSIONAL SERVICES AGREEMENT**

**RECIDIVISM REDUCTION DEMONSTRATION GRANT (\$100,000)**

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY OF COOK COUNTY

AND

BUILD, INC.

CONTRACT NO. 1553-14328A

# PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

- Exhibit 1      Scope of Services
- Exhibit 2      Schedule of Compensation
- Exhibit 3      Evidence Of Insurance

Economic Disclosure Statement

**AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and BUILD, Inc., doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor.

**BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Recidivism Reduction Demonstration Grant (\$100,000). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.*

*Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE,** the County and Contractor agree as follows:

**TERMS AND CONDITIONS**

**ARTICLE 1: INCORPORATION OF BACKGROUND**

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

**ARTICLE 2: DEFINITIONS**

**a) Definitions**

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

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

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

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

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

ii) **Key Personnel**

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

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

**c) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

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

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

**d) Personnel**

**i) Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

**f) Insurance**

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

**i) Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

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

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

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

ii) **Additional Requirements**

- (1) Contractor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Contractor under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

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

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

**i) Patents, Copyrights and Licenses**

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

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

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

**j) Examination of Records and Audits**

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

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

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subcontractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

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

**D) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Contractors 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 Contractor 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 Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor 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.

**ARTICLE 4: TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Chief Procurement Officer and its term shall be from July 1, 2015 through June 30, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this contract under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

**ARTICLE 5: COMPENSATION**

**a) Basis of Payment**

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

**b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions 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 Contractor 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. Contractor 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 Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor 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 Contractor 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 Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor 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 Contractor with all of the documents and information required of the Contractor. The Contractor 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 Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

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

**d) Non-Appropriation**

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

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

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

**g) Contractor Credits**

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

**ARTICLE 6: DISPUTES**

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

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7: COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

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

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

**ARTICLE 8: SPECIAL CONDITIONS**

**a) Warranties and Representations**

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

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Contractor warrants:
  - (1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

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

**d) Business Documents**

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

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

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

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

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
  - iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
  - v) Failure to comply with Article 7 in the performance of the Agreement.
  - vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

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

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

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

**f) Delays**

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

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10: GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

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

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

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

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

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

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

**g) Cooperation**

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

**h) Waiver**

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

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

**i) Independent Contractor**

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) Governmental Joint Purchasing Agreement**

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**ARTICLE 11: NOTICES**

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

If to the County:       Justice Advisory Council  
69 West Washington Street, Room 1110  
Chicago, Illinois 60602  
Attention: Lanetta Haynes Turner

and

Cook County Chief Procurement Officer  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Contractor:       BUILD, Inc.  
5100 West Harrison Street  
Chicago, Illinois 60644  
Attention: Adam Alonso, Executive Director

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

**ARTICLE 12: AUTHORITY**

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

EXHIBIT 1  
Scope of Services

**Section A: Cover Letter**

March 5, 2015

Cook County Government  
Office of the Chief Procurement Officer  
118 N. Clark Street, Room 1018  
Attention: Shannon E. Andrews, Chief Procurement Officer  
Chicago, Illinois 60602

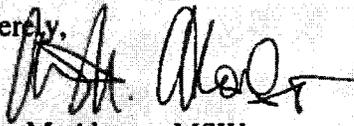
Dear Ms. Andrews:

BUILD is pleased to submit a Reducing Recidivism Demonstration Grant proposal requesting \$100,000 for Project BUILD. Through this initiative, BUILD will reduce the recidivism rate in Fuller Park and Grand Boulevard by providing 75 male youth released from the CCJTDC and CCJ between the ages of 12 and 24 with community reintegration, workforce development, and educational support services. We remain committed to providing these services at the proposed price and enclosed schedule through the involvement of the following team members:

- Adam M. Alonso, MSW –Executive Director
- Bessie Alcantara –Director of Operations and Quality Improvement
- Alexis Hardy, MPA – Director of Program Services
- Samantha Friar, M.Ed. – Manager of Education and Support Services
- Jamie Makowski – Program Manager
- Gersley Kendricks – Citywide Case Manager
- Terrence Smith – Intervention Specialist
- Vacant – Intervention Specialist
- Vacant – Workforce Development Coordinator
- Vacant – Education Outreach Specialist

Thank you in advance for your time and consideration. If any additional information can be provided, please contact me [AdamAlonso@buildchicago.org](mailto:AdamAlonso@buildchicago.org) or (773)-269-6037.

Sincerely,



Adam M. Alonso, MSW  
Executive Director

## Section B: Agency Description

BUILD (Broader Urban Involvement and Leadership Development) Inc. is a 501(c)3, nonprofit youth service agency that for over 45 years has been engaging at-risk, gang-affiliated, and court-involved youth in schools and on the streets so they can realize their educational and career potential and contribute to the well-being of our communities. BUILD serves nearly 3,000 youth annually from thirteen Chicago communities –Logan Square, West Town, Near North/Cabrini, Hermosa, Belmont Cragin, Humboldt Park, East Garfield Park, North Lawndale, Englewood, Brighton Park, Austin, Fuller Park, and Grand Boulevard– through the BUILD Model, best-practice services in college and career preparation, workforce development, gang prevention and intervention, and leadership development. These services enable participants to avoid the criminal justice system, gain the skills necessary to complete formal education and secure employment, and reintegrate into their communities.

For over 20 years, Project BUILD has provided vital, community-based reentry services to youth released from the Cook County Juvenile Temporary Detention Center (CCJTDC), Cook County Jail (CCJ), and youth on probation. Ongoing services include: post-release case management, school enrollment, academic assistance, employment preparation and placement, and life-skills development. FY14 outcomes for youth receiving intensive services include:

### **Recidivism & Community Reintegration Outcomes**

- 81 high-risk youth offenders received intensive support in the context of Individual Reentry Plans stressing education and career attainment
- 97% of youth avoided recidivism (hence a 3% Recidivism rate)

### **Education Outcomes**

- 100% of youth were placed in a formal education program upon release
- 88% of youth graduated from their school

## Section B: Agency Description

### Employment Outcomes

- 51% of youth were placed in external employment
- 49% of youth were placed in internal internships or job training programs through partnerships with the Neighborhood Recovery Initiative (NRI), Exelon Stay in School Initiative (SISI), and After School Matters (ASM)

This model program has received numerous designations including: *Innovative Practice* by the U.S. Department of Education; *Effective Program* by the Office of Justice Programs; *Promising Practice* by the Office of Juvenile Justice & Delinquency Prevention; and *Exemplary Practice* by the Chicago Community Trust. Through its nationwide BUILDing Communities Together multi-agency collaborative, BUILD programs have been replicated in: Minneapolis, MN; Tucson, AZ; Corpus Christi, TX; and Houston, TX.

BUILD has successfully implemented numerous public grants and service agreements from national, state, county, and city agencies including the U.S. Department of Education, Illinois State Board of Education, Cook County Justice Advisory Council, Department of Family Support Services, and Chicago Public Schools for innovate programs focused on: recidivism reduction; alternatives to detention; community reintegration services; post-secondary enrollment for high-risk, low income students; and school-based academic assistance, among others. These programs bring together community resources through Asset Based Community Development (ABCD) and build on the strengths of participants with services rooted in Positive Youth Development (PYD). In this way, BUILD has been highly effective at generating positive and sustainable education and employment outcomes while complementing existing public programs by providing services not contingent upon criminal justice or healthcare institutionalization.

## Section C: Executive Summary and Agency Organization Chart

Project BUILD will provide 75 males youth, ages 12-24 released from CCJTDC and CCJ with holistic, community reintegration, workforce development, and educational support services that enable them to *avoid the number one cause of youth recidivism: technical parole violations*. According to the Illinois Juvenile Justice Commission, these offenses, prominent among which are 1) failure to attend school and 2) unemployment, are responsible for 40% of youth incarcerations. By enabling those youth at highest risk for recidivism to succeed in formal educational programs and secure employment, Project BUILD will: 1) significantly reduce recidivism through services targeting possible technical parole violators; 2) demonstrate the effectiveness of BUILD's high-impact education, employment, and community reintegration approach to youth reentry; and 3) provide a model for the implementation and scaling of similar programs. Major goals for participating youth include: 100% formal educational program engagement; 70% employment placement; and 10-15% recidivism rate

Upon release, youth will receive individualized case management closely linked to age-appropriate services that include: tutoring and academic support, vocational workshops, hard and soft skills training, employment and internship placement, life skills development, and community service. These will be delivered in the context of Individual Reentry Plans informed by Youth Profile Tool (YPT) risk and needs assessments. Through in-school, after-school, and out-of-school programming based at Wendell Phillips Academy High School and Mt. Pisgah Baptist Church, Project BUILD will serve two South Side communities previously unserved by BUILD, Inc. – Fuller Park and Grand Boulevard. This will not only allow the agency to bring vital services to underresourced neighborhoods but also provide a quasi-experimental program that allows for a clearer understanding of Project BUILD's discreet impact on recidivism.

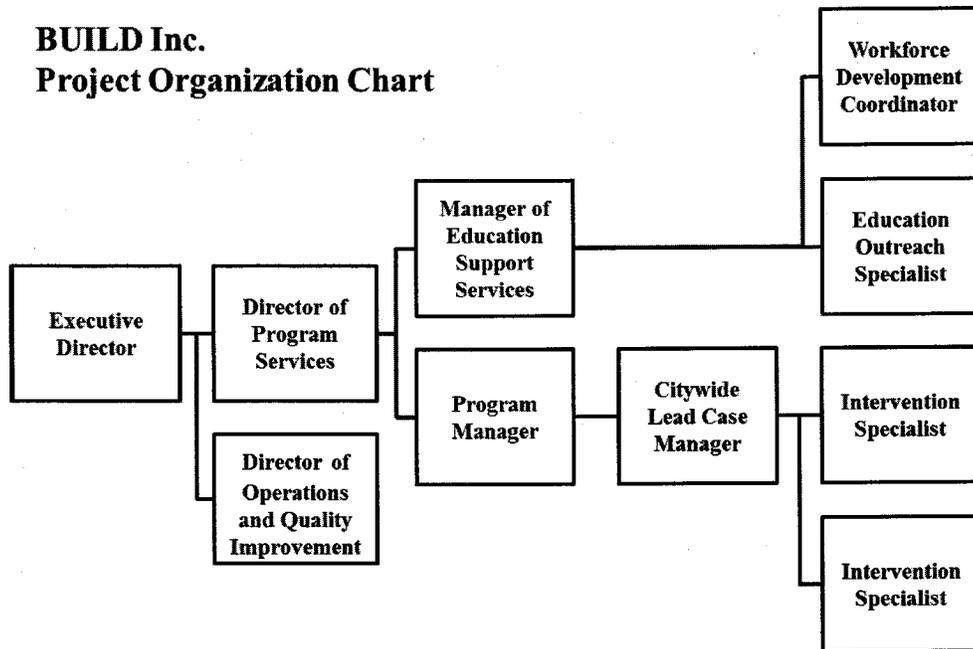
## Section C: Executive Summary and Agency Organization Chart

To address the multifaceted and co-occurring needs of reentry populations, youth will have access to BUILD’s comprehensive wraparound services including: crisis, gang, and violence intervention; cognitive-behavioral mental health services; peer support groups; and one-on-one mentoring from formerly incarcerated persons. BUILD will that ensure that needs outside the scopes of the agency (i.e. housing, substance abuse treatment) are met through BUILD’s network of referral partners.

Implementing Project BUILD will be a diverse cohort of youth development professionals reflecting the culture of the participant population. Key personnel include:

- Adam M. Alonso, MSW –Executive Director
- Bessie Alcantara –Director of Operations and Quality Improvement
- Alexis Hardy, MPA – Director of Program Services
- Samantha Friar, M.Ed. – Manager of Education and Support Services
- Jamie Makowski – Program Manager
- Gersley Kendricks – Citywide Case Manager
- Terrence Smith – Intervention Specialist
- Vacant – Intervention Specialist
- Vacant – Workforce Development Coordinator
- Vacant – Education Outreach Specialist

**BUILD Inc.  
Project Organization Chart**



## Section D: Description of the Problem

According to the most recent statistics on prisoner re-entry in the State of Illinois, 33.5% of inmates come from Chicago's South Side. In 2014, 494 inmates returned to the zip codes of 60653, 60615, and 60609, which encompass Grand Boulevard and Fuller Park. The negative impact of high incarceration in urban communities such as these is well documented; research reveals disrupted social bonds among residents, higher stress levels in families, a damaged community image, declines in economic activity and investment, and drastic increases in antisocial behavior among children. Such neighborhood level factors, in turn, "increase the risk of recidivism over individual-level [risk] factors" such as unemployment, low income, low educational attainment, and poor health outcomes. Given that these factors are disproportionately present in the young, African-American males who constitute the bulk of the reentry population, the combined weight of incarceration and neighborhood decay creates a feedback loop that all but guarantees that "reentry" is only a brief pit stop on the road back to secure confinement.

Even so, reincarceration is far from set in stone; especially for youth, complementary community resources brought together through Asset Based Community Development can provide a safety net for reintegration while age-appropriate, targeted services emphasizing individual strengths can offset risk factors. Two areas where such an approach can have a great impact on recidivism are youth education and employment. Population data from the Illinois Department of Juvenile Justice reveals that "in seven out of the past eight years, technical parole violators (e.g. youth who failed to attend school, are unemployed, etc.) represented a greater percentage of the incarcerated juvenile population than any other type of admission." Ensuring that these youth, who consistently constitute upwards of 40% of youth confined in Illinois, are successful in formal educational programs and maintain stable employment has the potential to keep hundreds of youth permanently out of Cook County's justice system.

## Section D: Description of the Problem

Fuller Park and Grand Boulevard, however, lack the educational and employment support services necessary to ensure the academic success of reintegrating youth. Of the three community high schools, one –Wendell Phillips Academy High School- received CPS’ lowest academic performance rating with a graduation rate of 49.6%, one –Edward Tilden Community High School- fared slightly better with a “low” academic performance rating and a graduation rate of 58.8% and one –Dyett High School- is being “phased out” due to perennial poor performance. Offering few counseling opportunities and little to no academic assistance or career preparation resources, these schools leave students with little prospect for future success. Given the central role that education related “technical parole violations” play in reincarceration and the fact that youth who fail school are 2.1 times more likely to reoffend, providing resources to ensure formal educational completion is critical for reentry youth.

Equally critical is the need for workforce development training and job placement; the US Bureau of Justice Assistance concludes that “employment can make a strong contribution to recidivism-reduction.” However, with the dual disadvantage of limited work experience and a criminal record, released youth are seldom able obtain stable work. While limited services exist for reentry youth, they are disproportionately concentrated in institutional settings. Research demonstrates that rehabilitation programs offered in isolated, institutional environments “may do little to prepare the offender to use the learned skills and behaviors in the outside world.” The most recent Illinois Juvenile Justice Commission Youth Reentry Improvement Report echoes this, stating the need for “individualized reentry programs...allowing flexibility in the implementation of each case plan... linking youth to community-based services.” Thus, there is a critical need for an alternative approach that mobilizes and augments community resources to offer holistic and individualized support; there is a critical need for Project BUILD.

## Section E: Description of the Target Population

Project BUILD will serve 75 male youth ages 12-24 from the Fuller Park and Grand Boulevard Community Areas. Participants will include: pre-adjudicated youth charged with crimes such as drugs, gang activity, theft, and domestic violence; youth mandated to attend BUILD programs as an alternative to detention; youth assigned to probation; and youth recently released from CCJDTTC and CCJ. Though figures will vary according to enrollment, BUILD’s anticipates the following demographics:

Race/Ethnicity		Age		Gender	
African-American	95 %	12-14	5 %	Male	100 %
Hispanic	2 %	15-17	75 %	Female	0 %
Caucasian	1 %	18-21	15 %		
Multi-Racial	2 %	21-25	5 %		

BUILD’s target population, primarily African-American males age 15-17 are at the highest risk of recidivism for released youth in Illinois. Statistics from the Illinois Criminal Justice Information Authority demonstrate that the odds of being re-arrested within three years were 3.60 times higher for males (88%) and 2.57 times greater for black youth (90%). Re-arrest rates were highest for fifteen, sixteen, and seventeen year-old released offenders, the bulk of BUILD’s service population, at 83%, 87% and 89.7%, respectively.

Compounding these stark realities, research demonstrates that “living in a disadvantaged and resource poor neighborhood ... increases the odds of recidivism.” Fuller Park and Grand Boulevard are clearly disadvantaged communities: in Fuller Park, 51,2% of households are low income, there is 40% unemployment, and the neighborhood ranks second in both violent and property crime in Cook County; in Grand Boulevard, 29.3% of households are low income, there is 20.6 % unemployment; and the community places in the top quartile for all types of crime. Given their lack of alternative means of support, family situations, and comparative disadvantage

## **Section E: Description of the Target Population**

in the job market, minority youth are disproportionately affected by these community factors, putting them at higher risk for both technical parole violations and further criminal involvement.

Having worked with African-American youth from disadvantaged communities for over 45 years including 20+ years of formal programming for court-involved and formerly incarcerated youth on the West Side, BUILD understands both the complex array of risk factors that affects this population and their positive potential. While Fuller Park and Grand Boulevard are new communities for Project BUILD, BUILD Inc. is currently providing educational support services in both communities through a contract with the Illinois State Board of Education.

BUILD will ensure enrollment of its target population via direct referrals from the probation officers, judges, and court officials with whom the agency maintains a strong working relationship; peer referrals from youth in its other programs; and direct outreach to prospective participants and families. In addition to receiving weekly referrals from justice officials, BUILD Intervention Specialists conduct outreach in the Nancy B. Jefferson Alternative School housed in the CCJTDC including participation in Family Night and Open House resource fairs. As part of its agency-wide South Side expansion, BUILD is currently collecting baseline data and using its extensive network of community partners to identify particular youth eligible for this program.

To ensure sustained participation, BUILD Intervention Specialists will use Asset Based Community Development to engage all the key players in youth's social support network including: probation officers and justice officials through regular check-ins; teachers and school administrators through in-school activities; positive peers through enrollment in group activities that promote positive social interaction and accountability; and families through home visits and family outreach activities. In addition, Intervention Specialists will ensure participants comply with their terms of their supervision and engage in structured activities three times per week.

## Section F: Proposed Program & Implementation Schedule

Project BUILD will serve 75 male youth between the age of 12-24, providing community reintegration, workforce development, and educational support services that directly reduce recidivism by preventing both further criminal involvement and technical parole violations, the #1 cause of youth return to secure confinement.

Project BUILD services are rooted in Asset Based Community Development (ABCD) and Positive Youth Development (PYD) and integrate elements of Balanced and Restorative Justice (BARJ). These best-practice methodologies mobilize and augment community resources towards holistic service provision leading to neighborhood-level change; build on the assets of youth rather than their deficits; and encourage an accountability and responsibility-based approach to delinquency prevention, one that recognizes the role of victims, offenders, and the wider community. Through structured and age-appropriate activities informed by these methodologies, BUILD will enable participants to unlock their positive potential by gaining the skills necessary to complete their education, secure employment, and reintegrate into their communities.

Project BUILD services will occur during in-school, after-school, and out-of-school time and will be implemented in Wendell Phillips Academy High School in Fuller Park and Mt. Pisgah Church in Grand Boulevard a minimum of three times a week for one hour, though many youth will receive more frequent service according to their needs. By centering services at community partner sites, BUILD ensures accessibility and engagement with its target population, teaches youth to utilize and value community facilities, and ensures project financial resources remain focused on adequate staffing and concrete service provision.

At the start of the program, all youth will be assessed using the Youth Profile Tool (YPT) to measure their risk and protective factors. Guided by the assessment results and taking into

## Section F: Proposed Program & Implementation Schedule

account individual terms of supervision, Intervention Specialists (ISs) will work collaboratively with each youth and their parent(s)/guardian(s) to develop realistic and actionable social, behavioral, academic, and career goals in the form of an Individual Reentry Plan (IRP). The IS, youth, and their parent(s)/guardian(s) will be mutually accountable for the fulfillment of these goals and will meet formally three times throughout the year to evaluate and measure progress. With the IRP in place, youth will be engaged in structured services designed to meet their individual needs and goals, and ultimately, prevent their return to secure confinement. Below is detailed outline of Project BUILD's services:

<b>Project BUILD Service Structure</b>	
<b>Community Reintegration</b>	<p>All participating youth will receive Community Reintegration services ensuring they:</p> <ul style="list-style-type: none"><li>• Build the community, family, and peer supports essential to sustained academic and employment success and recidivism avoidance</li><li>• Develop a sense of belonging and investment in their community</li><li>• Have the guidance necessary to access internal and external services enabling them to comply with their terms of supervision</li></ul> <p>Services categories include:</p> <p><b>Court Advocacy/Alternatives to Detention:</b> Intervention Specialists (IS) work closely with probation officers, and justice officials to advocate for alternatives to detention and testify on behalf of youth at status hearings and court proceedings.</p> <p><b>Individualized Case Management:</b> IS assess youth to determine their individual needs and enroll them in Project BUILD programs and referrals to BUILD wraparound services and external partners. IS coordinate closely with probation officers to ensure youth comply</p>

## Section F: Proposed Program & Implementation Schedule

with their terms of supervision.

**Life-skill Development:** Various Project BUILD staff members provide weekly life skills workshops on topics such as conflict management, healthy decision-making, and gang avoidance. From these, youth gain a set of life skills reinforcing positive behavior change.

**Positive Peer Group Activities:** Program staff members engage youth in youth groups (i.e. Youth Council and Youth Making A Difference) that facilitate the formation of positive peer bonds that promote pro-social behavior and create healthy support networks.

**Home Visits & Family Engagement:** IS conduct, at minimum, quarterly home visits for risk and needs assessments and Individual Reentry Plan follow-up. Recognizing that parents and guardians are key stakeholders in youth's success, IS work with them to resolve conflict and provide a stable reentry environment.

All participating youth will receive Educational Support services. Service categories such as Post-Secondary Enrollment Preparation will be administered on an as needed-basis.

These services will ensure youth:

- Enroll and are equipped to succeed in formal educational programs
- Avoid educational related technical parole violations
- Prepare for post-secondary opportunities and/or career and technical training

Service categories include:

**Formal Education Program Enrollment:** Education Outreach Specialists (EOS) advocate for youth and collaborate with schools, community colleges, and technical programs to ensure (re)enrollment in degree/certification seeking programs.

**Guidance Counseling:** The Manager of Education Support Services (MESS) provides enrollment resources and individualized counseling to aid participants with GED,

**Educational  
Support**

## Section F: Proposed Program & Implementation Schedule

technical, and post-secondary program selection.

**Academic Assistance:** EOS provide individual tutoring and homework assistance as well as GED and exam preparation to ensure grade advancement and graduation.

**Cultural Excursions:** EOS arrange two trips to Chicago museums to enhance youth's cultural knowledge and expose them to education resources outside their community.

**Structured After-School Activities:** EOS and IS facilitate education-oriented, after school programming to ensure the positive use of free time.

**Post-Secondary Enrollment Preparation:** Alongside the MESS, EOS provide a series of workshops focused on college selection; enrollment; financial aid; and student life to guide participants through each step of the matriculation process.

All participating youth will receive Workforce Development Training. However, BUILD's past workforce development experience reveals that the age of enrolled participants and their varying degrees of job readiness will prevent some participants from securing employment in only the 12-month Demonstration Grant period. As such, not all youth will receive job placements.

Workforce Development services will ensure youth:

- Gain the skills necessary to secure legitimate employment
- Avoid employment related technical parole violations

Service categories include:

**Workforce Development Training:** The Workforce Development Coordinator (WDC) provides workshops on hard and soft skills topics such as resume building; job searching; the interview process; and workplace etiquette to prepare youth for stable employment.

To overcome the disadvantages that limited work experience and a criminal record impose

**Workforce  
Development**

## Section F: Proposed Program & Implementation Schedule

on reentry youth, Project BUILD will use its partnerships and community relationships to connect youth to employment through:

**External Job Placement:** The WDS maintains current data on age-appropriate employment opportunities and actively seeks out corporate, nonprofit, and government internships and positions and oversee the application process.

**Partnership Job Placement:** Through partnerships with Empowerment through Education and Exposure (EEE), the WDS places youth in employment throughout the year.

**Internal Job Placement:** When available, WDS places youth in internal internships.

BUILD, Inc. is positioned to begin Project BUILD services at the start of the grant period. The following timeline will ensure its proper implementation:

Project Tasks	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
<b>Planning and Preparation</b>	1	2	3	4	5	6	7	8	9	10	11	12
Staff Hiring	x											
Staff Orientation and Training	x	x										
In-Service Training			x			x			x			x
Participant Recruitment and Enrollment	x	x	x									
Finalize Partner Logistics	x											
<b>Implementation</b>	1	2	3	4	5	6	7	8	9	10	11	12
Youth Intake Assessments	x	x										
Youth and Family Self-Assessments	x	x										
Youth Individual Reentry Plan Creation	x	x										
Education and Employment Service Delivery	x	x	x	x	x	x	x	x	x	x	x	x
Out-of-School Programming (Spring, Summer and Winter Breaks)	x					x	x					x
<b>Administration</b>	1	2	3	4	5	6	7	8	9	10	11	12
Bi Weekly Team Meetings	x	x	x	x	x	x	x	x	x	x	x	x
Community Partner Meetings (as needed)			x			x			x			x
Evaluation Data Collection	x	x	x	x	x	x	x	x	x	x	x	x
Monthly Report Submission (and as needed)	x	x	x	x	x	x	x	x	x	x	x	x

## Section G: Expected Outcomes

Project BUILD was designed to reduce the recidivism of youth involved in the justice system by building their capacity to make positive choices and reintegrate back into the community. Project BUILD fulfills this mission through the following goals and objectives:

Service Area	Goals	Objectives	Activities
<b>Community Reintegration</b>	Youth will develop a sense of belonging and investment in their communities that enables them to avoid recidivating.	<p><b>Objective 1.1:</b> 80-85% of youth will avoid recidivating. (hence 10-15% recidivism rate)</p> <p><b>Objective 1.2:</b> 80% of participant families will support their positive reintegration into the community.</p> <p><b>Objective 1.3:</b> 85% of youth will have an increased capacity to resist drugs, violence, and negative peer influence through life skill workshops.</p> <p><b>Objective 1.4:</b> 80% youth will decrease the negative use of free time.</p>	<p><b>Activity 1.1:</b> 75 youth will be assessed to determine their educational and social needs.</p> <p><b>Activity 1.2:</b> 75 youth will receive court advocacy services.</p> <p><b>Activity 1.3:</b> 75 youth will develop and track goals via an Individual Reentry Plan</p> <p><b>Activity 1.4:</b> 75 youth will receive home visits.</p> <p><b>Activity 1.5:</b> 75 youth will participate in regular life skill workshops.</p>
<b>Educational Support</b>	Youth will be equipped to succeed in formal educational programs	<p><b>Objective 2.1:</b> 100% of youth will be engaged in formal educational programs.</p> <p><b>Objective 2.2:</b> 90% of youth will report a greater sense of comfort with being in school</p> <p><b>Objective 2.3:</b> 75% of youth will improve school attendance.</p>	<p><b>Activity 2.1:</b> 75 youth will receive school enrollment advocacy.</p> <p><b>Activity 2.2:</b> 75 youth will receive group and individual academic assistance.</p>
<b>Workforce Development</b>	Youth will gain the skills necessary to build a crime-free future founded on stable, legitimate employment.	<p><b>Objective 3.1:</b> 80% of employment-aged youth will be prepared to take on a job.</p> <p><b>Objective 3.2:</b> 70% of employment-aged youth will be placed in employment.</p>	<p><b>Activity 3.1:</b> All employment-aged youth will participate in workforce development workshops.</p> <p><b>Activity 3.2:</b> 40 employment-aged youth will be recruited through employment partnerships.</p>

### Program Evaluation

BUILD is committed to evaluating its services and documenting its impact through data-driven evaluation tools managed by the Director of Operations and Quality Improvement. BUILD has been recognized by Social Solutions and After School Alliance for its effective use of data and measurement outcomes. BUILD utilizes Efforts to Outcomes (ETO), an industry-standard, comprehensive reporting database that tracks quantitative and qualitative program monitoring tools, services provided, and youth progress on various indicators. Those indicators include: recidivism; grade promotion; grade improvement; school attendance; high school graduation or GED completion; disciplinary action; and employment. BUILD monitors the implementation of Project BUILD through daily activity forms; bi-weekly activity rosters; and monthly, quarterly, and year-end reports submitted by program staff in ETO. Progress on each youth's Individual Reentry Plan is tracked in ETO. Impact is measured through initial and year-end youth assessments; report cards and progress reports; college acceptance letters; pre- and post- tests; and analysis of ETO data. Through the yearly internal evaluation process, BUILD is able to determine the extent of positive behavioral, academic, and social change demonstrated by youth in the program.

## Section H: Planning and Preparation Activities/Organizational Readiness

BUILD will implement the following planning activities in preparation for the execution of Project BUILD:

**Recruitment:** BUILD will engage in community outreach in the month before the start of Project BUILD. Street intervention within the Fuller Park and Grand Boulevard communities will take place for the duration of the project. Intervention Specialists alongside the City Wide Case Manager will work closely with various community organizations and law enforcement officials to identify youth who have been recently released from CCJTDC and Cook County Jail. BUILD will also accept referrals from CCJTDC, Nancy B. Jefferson Alternative School (NBJ), the Juvenile Intervention Support Center (JISC) and, community organizations and partner schools. Intervention Specialists will begin to engage youth in CCJTDC before their release in an effort to increase their knowledge of Project BUILD. Additionally, BUILD will promote Project BUILD in the community to youth, families, and community organizations.

**Project Staff Trainings:** As a learning organization, BUILD is committed to ensuring that all staff members are fully and properly trained to perform their assigned tasks. All staff members responsible for the implementation of this project will participate in a staff training in the beginning weeks of Month 1 that will include a briefing on their role and responsibilities and Project BUILD's requirements and goals. Additional staff trainings are held monthly on program updates, outcomes, and methodologies (e.g. Positive Youth Development, Asset Based Community Development, Balanced and Restorative Justice). Staff members are provided opportunities to attend community trainings and workshops throughout Cook County on violence intervention and other topics that strengthen skills in youth development and community outreach.

## Section K: Qualifications of the Proposer

BUILD was founded in 1969 as a gang intervention program serving fewer than 200 youth in one community. Since then, BUILD has grown to a 45-person agency composed of diverse staff members including reintegrated offenders, former gang leaders, longtime neighborhood residents, social workers, and nonprofit professionals. Over BUILD's 45-year history, its innovative programs have enabled 100,000 youth to turn away from destructive lifestyles, build a stable future built on education and legitimate employment, and contribute to the recovery of their communities. Historical accomplishments relevant to this RFP include:

**1993:** Began Project BUILD as a Rehabilitation and Reintegration Program at the Cook County Juvenile Temporary Detention Center to reduce recidivism among released youth

**2003** Launched a College and Career Preparation program

**2006** Formalized all programs within the BUILD Model methodology

**2009** Piloted the Cluster Model in Humboldt Park to concentrate services one community

**2010** Initiated BUILDing Communities together to provide technical assistance for the replication of the BUILD Model

**2013** Enhanced Entrepreneurial Programming for at-risk youth to create new pathways and expand work force opportunities

**2015:** Expanded services to South Side communities

In the past 10 years, BUILD has been sought out by local, state, and national government agencies to provide workforce development, employment, and educational services in Cook County. Currently, the agency is implementing four public contracts, including one with the Illinois State Board of Education in Fuller Park and Grand Boulevard. See the table below for further details:

**Section K: Qualifications of the Proposer**

<b>Relevant Projects</b>	<b>Grant Period</b>	<b>Overall Project Goal</b>	<b>Selected Outcomes</b>
<p>U.S. Dept. of Education: <i>Talent Search</i></p> <p>\$224,000 annually</p>	<p>2006-2011; Renewed 2014-2019</p>	<p>Increase access to post-secondary enrollment for high-risk, low-income students</p>	<ul style="list-style-type: none"> <li>• 96% of high school seniors graduated or received a GED.</li> <li>• 96% of college-ready students enrolled in college.</li> </ul>
<p>Illinois State Board of Education: <i>21<sup>st</sup> Century Community Learning Center</i></p> <p>\$150,000 annually</p>	<p>2005; Renewed 2006-present</p>	<p>Improve the academic performance of at-risk youth</p>	<ul style="list-style-type: none"> <li>• 43% youth exceeding ISAT reading standards (compared to the State's 39%)</li> <li>• 57% youth exceeding ISAT math standards (compared to the State's 44%)</li> </ul>
<p>Cook County Justice Advisory Council: <i>Reducing Recidivism</i></p> <p>\$100,000 annually</p>	<p>2012-2013</p>	<p>Provide alternatives to detention and reduce recidivism in four West Side communities</p>	<ul style="list-style-type: none"> <li>• 89% avoided recidivism (hence an 11% Recidivism rate)</li> <li>• 76 youth received follow-up case management</li> <li>• 100% of youth were enrolled in a formal education program</li> </ul>
<p>City of Chicago Department of Family and Support Services: <i>Intensive Youth Services</i></p> <p>\$135,000 annually</p>	<p>2004; Renewed 2005- present</p>	<p>Work with gang-affiliated youth to decrease negative behaviors and promote healthy decision making</p>	<ul style="list-style-type: none"> <li>• 68% decrease in youth exhibiting monthly aggressive behaviors</li> <li>• 54% decrease in gang-affiliated youth</li> <li>• 100% youth progressed in their goals on their Mutual Accountability Plan (MAP)</li> </ul>
<p>City of Chicago &amp; Juvenile Intervention Support Center (JISC) <i>Restoring Individuals through Supportive Environments (RISE)</i></p> <p>\$66,000 annually</p>	<p>2014; Renewed 2015</p>	<p>Reduce violence involvement and improve outcomes for justice-involved males 15-17</p>	<ul style="list-style-type: none"> <li>• Successfully piloted violence reduction project as part of multi-agency collaborative.</li> <li>• Selected for project renewal and expansion</li> </ul>

**Section K: Qualifications of the Proposer**

	<b>Reference 1</b>	<b>Reference 2</b>	<b>Reference 3</b>
<b>Contact Person</b>	<b>Monica Dunleavy-Gerster</b>	<b>Georgy Ann Peluchiwski</b>	<b>Paul Naranjo</b>
<b>Organization</b>	Chicago Department of Family Support Services	Impact 100 Chicago, City Chapter	Pilsen Wellness Center
<b>Address</b>	1615 W. Chicago Ave, 5th Floor, Chicago, IL 60622	P.O. Box 607 Palatine, IL 60078	2319 South Damen, Chicago, IL 60608
<b>Phone Number</b>	(312) 743-1515	(312) 286-0725	(773) 579-0832, ext. 252
<b>Email Address</b>	monica.dunleavy-gerster@cityofchicago.org	georgyann@me.com	pnaranjo@pilsenmh.org
<b>Project Amount</b>	\$135,000	\$50,000	\$120,000
<b>Project Name</b>	Gang/Violence Intervention	Austin Community Cluster	Neighborhood Recovery Initiative - Reentry
<b>Project Description</b>	The City of Chicago awarded BUILD to work with gang-affiliated youth to decrease their negative behaviors and assist them in making healthy decisions. BUILD has been working with this project for over 10 years.	BIULD was funded to implement its "Community Cluster" in Austin, which brought together the agency's diverse youth development services into one physical service site.	BUILD was funded to provide case management and reintegration services for youth ages 18-24 in the Brighton Park Community.

## Section L: Key Personnel

**Executive Director, Adam Alonso, MSW** came to BUILD in March 2015 with over 20 years of non-profit and youth development experience, previously serving as Director of the Illinois Welcoming Center for Immigrants and Refugees, Director of Community Engagement for the United Way of Metropolitan Chicago, Director of Youth Services at Casa Central and Director of Youth Services at Illinois Action for Children. Adam founded Corazón Community Services, a youth-oriented non-profit agency in Cicero, growing it from an all-volunteer, \$5,000 budget organization to a 40 staff agency with a \$2,000,000 budget over a ten year period. Adam holds a BA in Latin American Studies from the University of Chicago, a Masters in Social Work from Loyola University and a Certificate in Nonprofit Management from Notre Dame. His expertise includes: juvenile reintegration program management, high risk youth service, organizational development, and nonprofit management. Adam is responsible for BUILD's strategic direction and overseeing BUILD Directors to ensure the proper implementation of Project BUILD.

**Director of Operations and Quality Improvement: Bessie Alcantara, MSW** came to BUILD in 2009 and has worked in social services for 9 years. She has a Master's Degree in Social Work from Loyola University and is currently working to obtain her License in Clinical Social Work. She previously served as BUILD's Director of Program Services and Director of Operations & Quality Improvement. Her expertise includes program design, monitoring and evaluation, data collection and analysis, and objective and indicator tracking. Bessie has been instrumental in developing the *BUILDing Communities Together* replication program exporting BUILD's model programs to several U.S. cities as well as coordinating external evaluation processes that have led to BUILD receiving various designations and awards. Bessie will ensure the integrity of Project BUILD's reporting, oversee the ETO database, and carry out overall program evaluation.

## Section L: Key Personnel

**Director of Program Services: Alexis Y. Hardy, MPA** came to BUILD in 2008 and has worked with at-risk youth for 10 years as a certified Advanced Youth Development Practitioner. She received her Master of Arts in Public Administration from Roosevelt University. Her expertise includes: program implementation, school and community collaboration, and professional development. As Director of Program Services, Ms. Hardy is instrumental in designing and overseeing the proper implementation of BUILD's programming throughout Chicago. Alexis will supervise the Program Manager and the Manager of Education Support Services; maintaining longstanding relationships with local community organizations, coalitions, and government agencies to ensure the full implementation of Project BUILD.

**Manager of Education Support Services: Samantha Friar, M.Ed.** came to BUILD in 2011 and has worked in the education field for nearly 10 years, previously serving as Manager of Education Support Services at BUILD. She received a Bachelor of Arts in Psychology from Tuskegee University, a Master of Arts in Education from North Park University, and is currently pursuing her second Masters in Administration and Supervision and Type 75 Certification from the University of Phoenix. Her expertise includes: staff training and development; program design and implementation; and youth development. Samantha is primarily responsible for creating a network of academic resources and connecting youth with prospective colleges and universities in Chicago and throughout the nation.

**Program Manager, Jamey Makowski** came to BUILD in 2001 and has worked with at-risk youth for more than 13 years. She holds a Youth Development Practitioner Certificate from Harold Washington College as well as a certification in Advanced Youth Development. Her expertise includes: community development; database management; and leadership

## Section L: Key Personnel

development. Jamey is responsible for providing direct supervision of the Citywide Lead Case Manager and ensuring Intervention Staff comply with project and reporting guidelines.

**City Wide Case Manager, Gersley Kendrick** has worked with BUILD in various capacities since 1989 and has over 25 years of youth development experience including serving as Director of Employment Services for Lawrence Hall Youth Services and Program Director for the Boys and Girls Clubs of Chicago. He holds a BA in Applied Behavioral Sciences and an Accounting Certificate. His expertise includes: program management, resource development, and direct services delivery in social service settings. Gersley is responsible for the direct supervision of intervention staff, overseeing youth identification and enrollment, and maintaining relationships with judicial officials.

**Intervention Specialist, Terrence Smith** came to BUILD in February 2015 with over four years of youth development experience and over two years of educational outreach experience, having previously served as a Youth Case Manager and a Family Resource Specialist at various Chicago agencies. He holds a BA in Public Relations. His expertise includes: enrollment assistance, reentry case management, and youth programming. Terrence is responsible for providing Project BUILD community reintegration, education, and employment support services directly to a cohort of youth and completing regular reports.

**Workforce Development Coordinator, Vacant**  
Please see enclosed job description in Addenda.

**Intervention Specialist, Vacant**  
Please see enclosed job description in Addenda.

**Education Outreach Specialist, Vacant**  
Please see enclosed job description in Addenda.

## **Title: Education Outreach Specialist**

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*Part Time, Non Exempt*

*Pay Grade: B*

The Education Outreach Specialist (EOS) must possess a variety of skills including time management, college and career readiness expertise, conflict resolution, and youth development. Duties include serving as a liaison between the program, Chicago Public Schools, community partners, parents and/or guardians, program implementation, youth recruitment according to program guidelines, working alongside other project leaders in the successful completion of the grant project through data collection, evaluation and reporting practices, interdepartmental collaboration, report and data collection.

*The Education Outreach Specialist reports directly to the Manager of Education Support Services. The Education Outreach Specialist is responsible for the following:*

### Youth Work/Youth Development

1. Exemplify the mission, vision and values of the agency.
2. Create college and career services and opportunities according to grant specifications.
3. Collaborate with target area school personnel to coordinate project activities.
4. Screen applicants according to program guidelines.
5. Accept and make student referrals.
6. Develop Mutual Accountability Plan education goals with youth.
7. Conduct student assessments.
8. Provide tutoring & mentoring services.
9. Complete and perform college & career assessments.
10. Assist youth with identifying and securing internship opportunities.
11. Coordinate program calendar that includes creative programming opportunities for youth according to grant specifications.
12. Assist youth with scholarship & financial aid services.
13. Coordinate and/or conduct college and career workshops for parents and participants.
14. Conduct home visits.
15. Perform other job related duties as requested, required and/or assigned.

### Documentation and Compliance

1. Collect baseline and year end data on academic, interpersonal and pro social behaviors.
2. Submit statistics and reports to the Manager of Education Support Services on a bi-weekly and monthly basis and/or as needed.
3. Maintains File Compliance as required and compliance with ETO.

### Communication and relationship management

1. Represents the agency to various publics to broaden community awareness and support.
2. Interpreting the agency's programs and services.

3. Modeling appropriate communication skills and tools matched to the needs of various audiences and purposes.
4. Encouraging family relationships and positive interaction through family nights, Family Fridays and other meetings and events.
5. Communicate with clients and other stakeholders to gain community support for the BUILD model and to solicit input to improve the programs.
6. Maintains relationships with various partners including, but not limited to, schools, government agencies and community based organizations.
7. Encourages participant/community participation in agency wide fundraising events.

#### Development & Training

1. Complete Advanced Youth Development Modules.
2. Complete Professional Development Plan.
3. Attends departmental and agency-wide staff meetings, as scheduled and agency-wide events, as required.
4. Maintains knowledge current in the field including but not limited to, participation in coursework, seminars and workshops.
5. Maintains knowledge current on agency's theories, methodologies and best practices.
6. Participate in various meetings, workshops, trainings, seminars and other activities, as directed.

#### Fundraising

1. Participation in agency wide fundraising events.
2. Encourages participant/community participation in agency wide fundraising events.
3. Develops creative youth lead fundraising initiatives.

#### Qualifications

1. Bachelor's Degree in Education, Human Services, Counseling, or a field having direct relationship to coursework focusing on college and career preparation. Master's Degree preferred.
2. Two or more years of educational outreach, post-secondary enrollment, or TRIO experience.
3. Three years of experience with target population/communities from diverse backgrounds.
4. Highly organized with excellent interpersonal, verbal and written communication skills.
5. Proficiency with technology integration into daily program operations and evaluation systems.
6. Automobile with insurance and a valid driver's license preferred.
7. Bilingual English/Spanish preferred.
8. Must be willing to travel daily.
9. Must be passionate about youth development work.

## **Title: Intervention Specialist**

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*Part Time, Non Exempt*

*Pay Grade: B*

### Job Description

Broader Urban Involvement and Leadership Development (BUILD, Inc) is seeking a committed, self-motivated, enthusiastic professional to join its wonderful team in the role of Intervention Specialist. Since 1969, BUILD has worked in some of Chicago's toughest neighborhoods giving at-risk youth alternatives to the violence that takes away their positive potential. Applying our model of positive youth development, BUILD seeks to redirect the behavior of gang-affiliated, justice involved, and at-risk youth in order to ensure they realize their academic and career potential and contribute to the safety and stability of their communities.

The Intervention Specialist (IS) is responsible for engaging youth in in-school sessions and/or after-school activities in order to identify issues, seek solutions, mediate disputes, demonstrate BARJ ( Balance and Restorative Justice ) methods and best practices as alternatives to traditional disciplinary consequences and encourage education. The IS will establish and maintain rapport with gang-affiliated, justice involved, and at-risk youth to dissuade them from gang membership and destructive activities to themselves, others and community assets and bring them in contact with community resources to channel their behavior toward positive and rewarding goals.

*The Intervention Specialist reports directly to the Citywide Lead Case Manager.*

The Intervention Specialist is responsible for the following:

### Youth Work/Youth Development

1. Exemplify the mission, vision and values of the agency.
2. Identify and recruit participants for core group membership and caseload and generates and maintain Mutual Accountability Plans for each core group member and case load member.
3. Work within the target schools to diffuse violent situations, mediate disputes among youth including rival gangs.
4. Initiate truces within neighborhood gang wars.
5. Conduct various programming including but not limited to sports peace leagues in at risk neighborhoods to reduce violence.
6. Attend IEP meetings, disciplinary hearings and teacher conferences
7. Assist participants in reenrolling in school after detention.
8. Identify and refer participants to part time employment.
9. Conduct home visits on participants.
10. Collaborate with other programs within the agency.
11. Identify needs of youth and provides referrals as needed both internally and externally.

12. Operate professionally in the field on a flexible time schedule, which includes late evenings and weekends.
13. Perform other job related duties as requested, required and/or assigned.

#### Documentation and Compliance

1. Collect baseline and year end data on academic, interpersonal and pro social behaviors.
2. Submit statistics and reports to the Citywide Lead Case Manager on a bi-weekly and monthly basis and/or as needed.
3. Maintain File Compliance as required and compliance with ETO.

#### Communication and relationship management

1. Represent the agency to various publics to broaden community awareness and support, interpreting the agency's programs and services.
2. Provide public relations and promotional activities related to the agency in coordination with appropriate administrative staff.

#### Development and Training

1. Attend departmental and agency-wide staff meetings, as scheduled and agency-wide events, as required.
2. Maintain knowledge current in the field including but not limited to, participation in coursework, seminars and workshops.
3. Maintain knowledge current on agency's theories, methodologies and best practices.
4. Participate in various meetings, workshops, trainings, seminars and other activities, as directed.

#### Fundraising

1. Participate in agency wide fundraising events.
2. Encourage participant/community participation in agency wide fundraising events.

#### Qualification of Intervention Specialist

1. High School Diploma or GED required. Bachelors Degree in Social Services, Human Services, Non-Profit Management or related field experience preferred.
2. Minimum five years experience working with inner-city youth in a human service setting, social service setting, or related field.
3. Must demonstrate excellent interpersonal, verbal and written communication skills.
4. Automobile is required with insurance and a valid driver's license.
5. Maintain respectful and appropriate relationships with program participants, all levels of agency staff and the various publics of the agency, demonstrating sensitivity to all ethnic, racial and economic backgrounds.

6. Highly organized with excellent interpersonal, verbal and written communication skills.
7. Proficiency with technology integration into daily program operations and evaluation systems.
8. Bilingual English/Spanish preferred.
9. Able to do required number of home visits per month.
10. Must be willing to travel daily.
11. Must be passionate about youth development work.

## **Title: Workforce Development Coordinator**

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*Part Time, Non Exempt*

*Pay Grade: B*

### Job Description

Broader Urban Involvement and Leadership Development (BUILD, Inc) is seeking a committed, self-motivated, enthusiastic professional to join its team in the role of Workforce Development Coordinator. Since 1969, BUILD has worked in some of Chicago's toughest neighborhoods giving at-risk youth alternatives to the violence that takes away their positive potential. Applying our model of Positive Youth Development (PYD), BUILD seeks to redirect the behavior of gang-affiliated, justice involved, and at-risk youth in order to ensure they realize their academic and career potential and contribute to the safety and stability of their communities.

The Workforce Development Coordinator is responsible for: recruiting potential employers for BUILD youth; creating employment and internship referrals; developing and updating a workforce development curriculum; providing career development services to eligible high school, college, reentry, and/or dropout youth participants; maintaining participant records; and tracking student progress.

*The Workforce Development Coordinator reports directly to the Manager of Education Support Services.*

The Workforce Development Coordinator is responsible for the following:

### Business Recruitment

1. Locate job placements for applicants who have successfully completed training programs; collect data from employers and conduct necessary follow-up when applicants are placed in job positions.
2. Maintain contact with employers during the youth's employment and report results to appropriate staff; prepare forms and reports related to placement activities.

### Youth Work/Youth Development

1. Exemplify the mission, vision and values of the agency
2. Develop and provide program services to increase the rate at which high-risk, inner-city participants obtain and maintain employment and pursue careers.
3. Recruit and conduct outreach to youth for internal workforce related programs ( i.e. ASM, NRI, etc).
4. Provide direct work readiness and job search assistance to youth participants including resume and cover letter writing support, appropriate workplace attire and behavior, job applications completion, positive skills development, and attitudes for job retention.
5. Provide youth with real-time Labor Market information; monitor youth performance on the job; counsel youth when job performance is not satisfactory;

work with youth to improve job performance and gain necessary job skills and to review other employment options.

6. Work with youth and staff to support and ensure retention in all programs.
7. Design and implement a job development curriculum.
8. Coordinate various career-related workshops and tours.
9. Operate professionally in the field on a flexible time schedule that includes late evenings and weekends.
10. Performs other job related duties as requested, required and/or assigned.

#### Communication and Relationship Management

1. Represent the agency to various publics to broaden community awareness and support.
2. Interpret the agency's programs and services.
3. Model appropriate communication skills and tools matched to the needs of various audiences and purposes.
4. Coordinate and collaborate with other organizations and coalitions that offer workforce development and job training services.
5. Encourage family relationships and positive interaction through family nights, Family Fridays, and other meetings and events.
6. Communicate with clients and other stakeholders to gain community support for the BUILD model solicit input to improve the programs.
7. Maintain relationships with various partners including, but not limited to, schools, government agencies and community based organizations.
8. Encourage participant/community participation in agency wide fundraising events.

#### Documentation and Compliance

1. Document and report program activities and outcomes and ensure progress toward annual program objectives.
2. Submit statistics and reports to the Manager of Education Support Services on a bi-weekly and monthly basis and/or as needed.
3. Maintain File Compliance as required and compliance with ETO.

#### Development and Training

1. Complete Advanced Youth Development (AYD) Modules.
2. Complete Professional Development Plan.
3. Attend departmental and agency-wide staff meetings as scheduled and agency-wide events as required.
4. Keep current with trends and maintain updated labor market information by attending meetings, maintaining contacts with various trade schools, and professional/community organizations that are involved in job placement/training activities.

5. Maintain knowledge current in the field including but not limited to, participation in various meetings, trainings, coursework, seminars, workshops and other activities, as directed.
6. Maintain knowledge current on agency's theories, methodologies and best practices.
7. Conduct staff trainings on job development strategies and relationship maintenance processes.

#### Fundraising

1. Participate in agency-wide fundraising events.
2. Encourage participant and community participation on agency-wide fundraising events.

#### Qualifications

1. Baccalaureate Degree in Education, Human Services, Counseling, or a related field.
2. Two or more years of relevant experience.
3. Demonstrated knowledge of Department of Labor Regulations.
4. Three Years Experience with target population/communities from diverse backgrounds.
5. Highly organized with excellent interpersonal, verbal and written communication skills.
6. Proficiency with technology integration into daily program operations and evaluation systems.
7. Must be comfortable "pounding the pavement" for job opportunities by prospecting, cold calling, networking and relationship building (i.e. Job Development activities).

EXHIBIT 2

Schedule of Compensation





# Appendix 1-Pricing Proposal Form

	Org #			TOTAL
	1	2	3	
Travel				
Field Trips	\$467.50			\$5,610
	\$1,475.00			\$2,950
		100%		\$0
		100%		\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$9,565</b>

**TOTAL DIRECT COSTS** \$100,000 \$0 \$0 \$100,000

## INDIRECT COST

Indirect Cost Rate	Organization #1	Organization #2	Organization #3	TOTAL INDIRECT COST RATE
10.00%	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
<b>TOTAL INDIRECT COST RATE</b>				<b>\$0</b>

**GRAND TOTAL** \$100,000 \$0 \$0 \$100,000

## REQUESTED FUNDS

**LEVERAGED OR MATCHED FUNDS**

## Appendix II - Budget Justification Form (Budget Narrative)

### Personnel

Narrative Justification: Enter a description of the personnel and fringe benefit funds requested and how their use will support the purpose and goals of your proposal. If your proposal includes partner organizations, please briefly explain each organizations role, amount of grant funding to be dispersed to each organization and how each organization will be held accountable to the terms of the grant as outlined by the proposal.

The Manager of Education Support Services (MESS) will provide enrollment resources, college entrance exams preparation, college tours, cultural field trips, and college-readiness workshops.

(\$22.07hr \*80hrs per pay period \*26pay periods=\$45,905.60 @ 10% of time=\$4590.56)

Education Outreach Specialists (EOS) will collaborate with formal education programs to ensure enrollment, provide academic assistance, and assist with post-secondary workshops.

(\$14hr\*60hrs per pay period \*26 pay periods=\$21,840 @ 100% of time =\$21,840)

The City Wide Case Manager (CWCM) will directly supervise case management staff, oversee youth identification and enrollment, and maintain relationships with public reentry programs.

(\$19.23hr \*80hrs per pay period\*26 pay period=\$39,998.40 @ 25% of time=\$9,999.60)

Two Intervention Specialists (IS) will conduct community outreach, facilitate reentry curriculum, and conduct home visits, follow-up, and post-release case management.

(1 IS \* \$14hr \*60hrs per pay period\*26 pay periods=\$21,840 @ 100% of time=\$21840)

(1 IS \* \$13hr \*60hrs per pay period\*26 pay periods=\$20,280 @ 50% of time= \$10,140)

The Workforce Development Coordinator (WDC) will arrange employment opportunities via jobs, internships, and apprenticeships and provide career development resources and training.

(\$12.87hr \*50hrs per pay period\*26 pay periods=\$16,731 @ 50% of time=\$8365.50)

Fringe Benefits are based on the total salary charged to the grant (\$77,555.66) and include: FICA

(7.65% \* \$76,775.66=\$5,873.34); Unemployment (8.15% of the salary cap of \$12.960 which

then comes to a percentage of 4.61% of salary.  $4.61\% * \$76,775.66 = \$3,538.40$ ); and Workers Compensation ( $2.5\% * \$76,775.66 = \$1,919.39$ ).

### **Contract/Consultant**

Narrative Justification: Enter a description of the contract services and/or consultants funds requested and how their use will support the purpose and goals of your proposal. Please briefly include the qualifications of each contractor service provider and/or consultant.

N/A, BUILD, Inc. will not be engaging contract services or consultants for Project BUILD.

### **Equipment**

Narrative Justification: Enter a description of the equipment and how its purchase will support the purpose and goals of this proposal.

N/A, BUILD, Inc. will not be purchasing equipment for Project BUILD.

### **Materials and Supplies**

Narrative Justification: Enter a description of the Materials and Supplies requested and how their purchase will support the purpose and goals of this proposal.

Program and office supplies include pens, paper, staples, paper clips, markers, ink cartridges, printer cartridge, binders, poster paper, clip boards, white-out, tape, dividers, paper products, filing resources, journals, and art supplies. These will be used program related in-school, after-school, and out-of-school youth activities. ( $\$193.92$  per month \* 12 months =  $\$2,327.04$ )

### **Other Direct Costs**

Narrative Justification: Enter a description of each item and how their use will support the purpose and goals of this proposal.

Cell Phones will be used by staff to maintain contact with youth and family and connect youth to program and external resources. Staff members are reimbursed \$25 per month which will be allocated to the grant based on percentage of time spent. (One MESS:  $\$25 * 12$  months \*  $10\% = \$30$ ; One City Wide Case Manager:  $\$25 * 12$  months \*  $25\% = \$75$ ; Two IS:  $2 \text{ people} * \$25 * 12$  months \*  $100\% = \$600$ . One EOS and one WDC:  $2 \text{ people} * \$25 * 12$  months \*  $50\% = \$300$ )

Travel Costs cover staff reimbursement for program related travel (trips to program sites, home visits, etc.) and bus cards for youth to travel to and from program, internships, etc. Staff will be reimbursed \$50 per month which will be allocated to the grant based on percentage of time spent. (MESS:  $\$50 * 12 \text{ months} * 10\% \text{ of time} = \$60$ . CWCM:  $\$50 * 12 \text{ months} * 25\% = \$150$ . Two IS:  $2 \text{ people} * \$50 * 12 \text{ months} * 100\% = \$1200$ . One EOS and one WDC:  $2 \text{ people} * \$50 * 12 \text{ months} * 50\% = \$600$ . Bus cards for youth:  $\$3 \text{ per card} * 75 \text{ youth} * 16 \text{ cards} = \$3600$ .)

Cultural Excursions will include two trips to Chicago museums to enhance youth's cultural knowledge and expose them to education resources outside their community. (Field Trip:  $\$15 (\$10 \text{ admission} \& \$5 \text{ food}) * 75 \text{ youth} + \$350 \text{ for a bus} = \$1,475 * 2 \text{ trips} = \$2,950$ .)

#### **Indirect Costs**

Narrative Justification: Enter a description of each item and how their purchase will support the purpose and goals of this proposal.

N/A, BUILD, Inc. will not allocate any indirect costs to the grant.

#### **Sustainability**

Narrative Justification: Enter a description of how the applicant organization has entertained the question of sustainability beyond the Recidivism funds (if awarded). Please describe how you intend to continue the program operations after the grant ends.

BUILD plans to sustain Project BUILD in Fuller Park and Grand Boulevard as an ongoing program, similar to Project BUILD's status in the agency's West Side target communities. To facilitate this, BUILD continues to cultivate long-term funding collaborations with corporations and foundations and its network of individual donors. These partnerships ensure a consistent funding stream that ensures the sustainability of our activities as evidenced by BUILD's uninterrupted, 20-year history of providing reentry services in Cook County.

EXHIBIT 3

Evidence of Insurance



**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 and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

**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

**N/A**

**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:  No: \_\_\_\_\_

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

5100 W. Harrison Street Chicago, IL 60644

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

Yes:  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): 16.16.223.004.000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**(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.

## 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 B.U.I.L.D. Incorporated

D/B/A: \_\_\_\_\_ FEIN NO/SSN (LAST FOUR DIGITS): 23-7022085

Street Address: 5100 W. Harrison Street

City: Chicago State: Illinois Zip Code: 60644

Phone No.: (773) 227-2880 Fax Number: (773) 227-301 Email: adamalonso@buildchicago.org

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 4946-508-4

**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 [ ] 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
N/A			

**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.

Adam Alonso

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

Signature

adamalonso@buildchicago.org

E-mail address

Subscribed to and sworn before me  
this 11th day of May, 2015

x Maria Torres

Notary Public Signature

Executive Director

Title

May 11, 2015

Date

(773) 227-2880

Phone Number

OFFICIAL SEAL  
 MARIA TORRES  
 Notary Public - State of Illinois  
 My Commission Expires Apr 24, 2018

My commission expires

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**

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

Name of Person Doing Business with the County: \_\_\_\_\_

Address of Person Doing Business with the County: \_\_\_\_\_ **N/A** \_\_\_\_\_

Phone number of Person Doing Business with the County: \_\_\_\_\_ **N/A** \_\_\_\_\_

Email address of Person Doing Business with the County: \_\_\_\_\_

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:

\_\_\_\_\_  
Executive Director: Adam Alonso Number: 773-227-2880 Email: adamalonso@buildchicago.org

**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: \_\_\_\_\_

**1553-14328A**

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ **100,000.00**

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: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

**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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

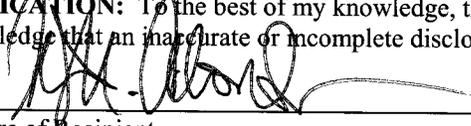
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial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

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*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.

  
 \_\_\_\_\_  
 Signature of Recipient

May 11, 2015  
 \_\_\_\_\_  
 Date

**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

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE PAGES 13, 14, & 15

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

B.U.I.L.D. Incorporated

Corporation's Name

(773) 227 - 2880

Telephone

[Handwritten Signature]

Secretary Signature

Howard Schwarzbach [Handwritten Signature]

President's Printed Name and Signature

adamalonso@buildchicago.org

Email

5-9-2015

Date

Execution by LLC

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this 11 day of 5, 2015.

[Handwritten Signature]

Notary Public Signature

My commission expires

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.

SECTION 5  
COOK COUNTY SIGNATURE PAGE

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

*John E. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 10 DAY OF July, 2015

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

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

1553-14328A

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 100,000<sup>00</sup>

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

*Not required*

ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)