

**PROFESSIONAL SERVICES AGREEMENT**

**For**

**VIOLENCE PREVENTION, INTERVENTION AND REDUCTION GRANTS**

**CONTRACT NO. 13-53-090B**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**COOK COUNTY JUSTICE ADVISORY COUNCIL**

**AND**

**DR. PEDRO ALBIZU CAMPOS PUERTO RICAN HIGH SCHOOL**

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUL 17 2013**

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**Toni Preckwinkle  
Cook County Board President**

**Shannon E. Andrews  
Chief Procurement Officer**

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# 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

**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 Dr. Pedro Albizu Campos Puerto Rican High School, 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 Violence Prevention, Intervention and Reduction Grants. 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 Department require the approval of the Chief Procurement Officer in a written modification 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.

**"Department"** means the Cook County Justice Advisory Council.

**"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, including subcontractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

**b) Interpretation**

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

**c) Incorporation of Exhibits**

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

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

**ARTICLE 3)            DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a)      Scope of Services**

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

**b)      Deliverables**

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

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

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

**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 Department 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 Department 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 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **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 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, 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 3.6(a)(iv).

(5) Valuable Papers

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

ii) **Additional Requirements**

(1) 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 Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from 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.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by 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.

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

(4) 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.

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

**f) 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.

**g) 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.

**h) Patents, Copyrights and Licenses**

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

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and 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.

**i) Examination of Records and Audits**

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**j) Subcontract Subcontracting or Assignment of Contract or Contract Funds**

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

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

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, 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 subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2013 ("**Effective Date**") and continue until June 31, 2014 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 4.2 may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

## **ARTICLE 5) COMPENSATION**

### **a) Basis of Payment**

The County will pay Contractor \$100,000.00 for the services listed in Exhibit 1, Scope of Services.

### **b) Method of Payment**

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

### **c) Funding**

Payments under this Agreement must not exceed \$100,000.00 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-9998-2013-05.

**f) Price Reduction**

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

**g) Contractor Credits**

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

**ARTICLE 6) DISPUTES**

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

## **ARTICLE 7) COMPLIANCE WITH ALL LAWS**

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

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

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, 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 have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and 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 the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

**b) Ethics**

In addition to the foregoing warranties and representations, Contractor warrants:

- i. 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.
- ii. 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 3.11 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 Section 7a. 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 effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, 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 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of 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 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to 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 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

**d) Suspension**

The County may at any time request that 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 9.3.

**e) Right to Offset**

- i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, 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: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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) **Modifications and Amendments**

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

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

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

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

**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

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 Department in connection with the termination or expiration.

**h) Waiver**

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

Whenever under this Agreement the County by a proper authority waives 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.
- iii) 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.

**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, Room  
Chicago, Illinois 60602  
Attention: Department Director

and

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

If to Contractor: Dr. Pedro Albizu Campos Puerto Rican High School  
2739 West Division Street  
Chicago, IL 60622

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

Scope of Work

Contractor shall provide services and/or programs in one or more of the targeted areas of behavioral health, education, skill building, community building, balanced and restorative justice, civic engagement, youth engagement, employment, or mentoring. The Contractor shall define the number of individuals that it intends to serve within the proposal.

Program Methodology

Contractor must understand the impact of violence on victims, perpetrators, people who are both victims and perpetrators, families, and the community as whole and the intersection between environment, criminal justice, education, employment, interpersonal and intrapersonal skills, community involvement, and violence and the challenges for obtaining services and meaningful programming in the community.

The model shall be based on an integrated team approach (this may include staff cooperation and communication, community collaboration, multiple service provider collaboration, etc.) and be adaptable and based on current realities. The proposed model shall specifically recognize and assess the roles of: history of trauma and violence; co-occurring disorders; family relationships; parenthood; peer supports; community stability and socialization; connectedness with societal values; education; income and employment; and ancillary services. Programs should utilize a strength and asset-based, motivational approach to treatment and skill building and selection of staff that have embraced this approach.

Programming shall focus on enhancing participants' functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes through job training, mentoring, balanced and restorative justice practices or other needed services. All with the overarching goal of reducing factors that put the individual at a higher risk of violence involvement. The goal should be to build off of these individual services to strengthen communities and reduce violence.

The Contractor shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values. All programs shall work to reduce risk factors for violence and improve outcomes. Strategies may include cognitive-behavioral strategies that shall promote critical thinking and healthy decision-making. The overall focus shall be on enhancing participants' functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes in society.

The providers shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values.

Program needs for clients may include, but are not limited to the following list:

- Homelessness
- Life skills
- Problem-solving skills
- Employment
- Education
- Criminality, criminal thinking, criminal identity, and the criminal code (shared values)
- Participant manipulativeness
- Denial
- Resistance
- Guilt, stigma, and shame
- Anger and hostility
- Domestic violence
- Exposure to violence
- Cultural identity (cultural background and race)
- Immigration Services
- Language needs (translation services, etc.)
- Role as family member and/or parent
- Motivation
- Creating therapeutic alliances
- Striving for counselor credibility
- Striving for cultural competence
- Designing treatment to reflect stages of change
- Self-management skills (relapse prevention)
- Peer support and feedback
- Pro-social activities
- Reentry services
- Healthy Lifestyle issues
- Support Healthy/Pro-social choices
- Early childhood prevention and intervention
- Conflict Resolution skills
- Gang intervention/prevention
- Individualized mentoring
- Community building
- Balanced and Restorative Justice Practices

The above list is provided to show the need for comprehensive, integrated and holistic thinking when designing programs for clients at risk of violence involvement. The Contractor shall address these issues either internally or through linkages in the local human service system. This list does not preclude the Contractor from addressing additional issues and the Contractor is encouraged to expand areas of topical issues in its service delivery.

Contractor's staff shall show equitable treatment by staff towards all participants throughout their course of treatment.

Project Component

The JAC is looking for a creative, but evidence based approach to reducing violence. The expectation is that programs will provide innovative programming in a community friendly manner. The program shall maintain continuous focus on planning and implementation of services that support individuals and communities and shall work collaboratively with the initiatives that support services to reduce violence.

The grant recipient shall be required to ensure confidentiality and shall agree that all information about its work and the work performed by the JAC shall remain confidential. This includes, and is not limited to, all information about the programs supplied to the grant recipient by the JAC and the County.

Record Keeping Procedure

The JAC requires the grant recipient to create and retain participant files service plans and records, when applicable. The participant record information shall include the participants' names, addresses and services provided.

Quarterly Reports and Site Visits

Grant recipients will be required to submit quarterly narrative reports for the duration of the grant. The last quarterly report may be considered a final report and may be used for a summation in the categories requested. The quarterly narrative report for the 2013 Violence Reduction Grants shall indicate the following:

- The grant recipients accomplishments in the quarter,
- The number of people enrolled, admitted or who otherwise entered the program,
- Number of people retained in the program, if applicable,
- Number of people who successfully completed the program, if applicable,
- All other metrics given in the program proposal,
- The challenges faced in the quarter,
- Any other information/data the grant recipient can share with Cook County from the quarter(s) that will help us to better understand the factors contributing to violence and the work being done to reduce violence.

Additionally, the Justice Advisory Council will conduct a site visit with the grant recipient at a mutually agreed upon time and place. At the site visit, the JAC will want to meet anyone working under the grant and/or tasked with overseeing its implementation, meet with and hear from any client(s)/constituency participating in program(s) supported by the grant and see the facilities used in the implementation of the grant (e.g. offices, classrooms, meeting areas etc.)

Upon award of a contract the grant recipient will meet with the JAC to discuss quarterly report forms and procedures.

Key Personnel

Contractor must identify the key personnel/volunteers that will be committed to the project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined in the County's best interest. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, Contractors will name key personnel as part of their submission. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

For example years, requirements for specific experience, specific credentials, certifications, background of Contractor and/or Key Personnel.

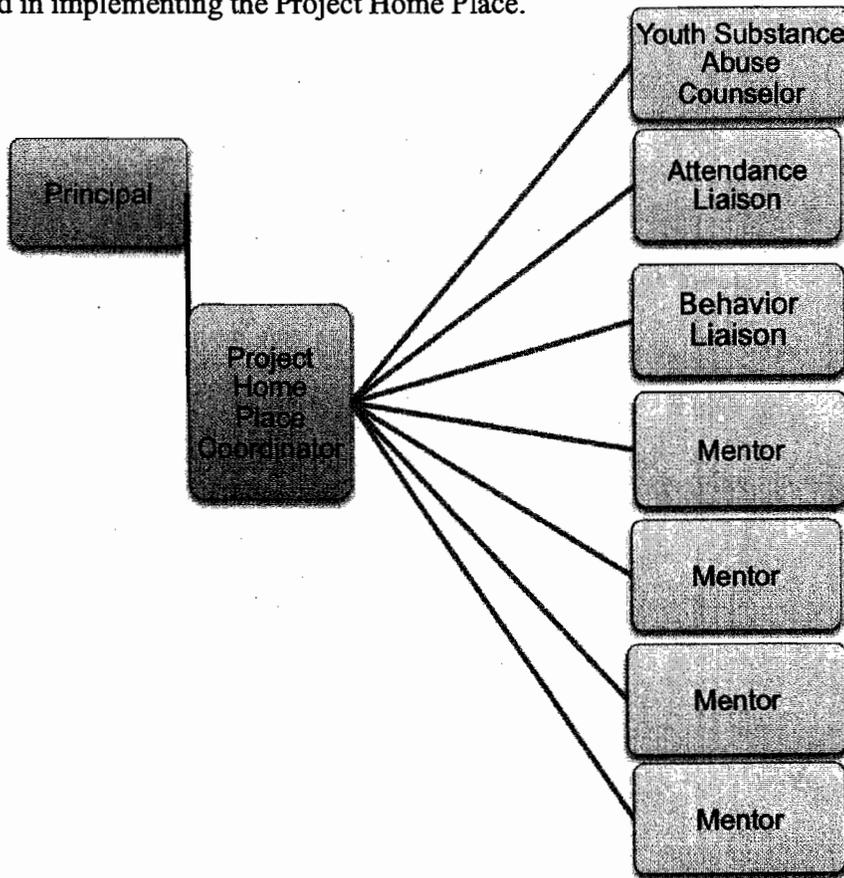
The selected grant recipient must provide sufficient staff and volunteers to cover project needs. The grant recipient must take into account appropriate staff coverage for vacation days, long-term disabilities, sick days and vacant positions.

Subcontracting or teaming

The Contractor may be comprised of one or more organizations as to assure the overall success of the project. The Contractor shall identify each collaborative member organization and specify their role. The Chief Procurement Officer reserves the right to accept or reject any of the collaborative member organizations if in the Chief Procurement Officer's sole opinion replacement of the organization, based on skills and knowledge, is in the best interest of the County.

**Executive Summary:**

Research demonstrates that the students of Dr. Pedro Albizu Campos Puerto Rican High School are some of the most “at-risk” youth in the city of Chicago. Project Home Place (PHP) is the answer; an asset-based violence reduction program rooted in the reengagement of youth in a caring school climate. The concept of “homeplace” is based on the bell hooks philosophy of claiming a “homeplace” as a space where “value and connectedness” is something greater than the violence beyond the school community. The “homeplace” is a place of resistance and liberation, “not oppressed by the social reality.” This reality, for our youth is in the margins, having dropped out of the public school system. The purpose of PHP is to work within the school community to prevent, intervene and reduce violence in the Humboldt Park community. Our methodology is to increase student connectedness and belonging, address retention, academics, attendance, and behavior as indicators of high risks for violence, examples include substance abuse and truancy. It is the goal of PHP to address violence prevention through implementing strong evidence based youth-centered programming at Dr. Pedro Albizu Campos Puerto Rican High School (PACHS). The diagram below demonstrates the team structures and staff members involved in implementing the Project Home Place.



Organizational Chart for Project Home Place

As a preventive approach, PHP seeks to increase the developmental assets as described by the Search Institute, a longstanding leader in the adolescent development research and youth development best practices. The developmental assets are strengths-based evidence of student progression from high-risk to low or no-risk skills and behaviors. As an intervention approach, the implementation of the Student Assistance Program (SAP), created by Prevention First, leader in the support of drug-free communities, incorporates a process to ensure students have access to student and family support services, based on evidential need, through an internal referral process. The internal referral process is in alignment with the Response to Intervention (RTI) framework. Lastly, as an approach to reduction of violence, PHP will work to provide on-site mental health services to the students, particularly youth who do not have access to health insurance because they are above 18 years old. Using the indicators established through the Search Institute developmental assets, SAP, and RTI, the outcomes of Project Home Place is to have a system of care to address student needs and to enhance opportunities for youth to have the internal and external protective factors against violence.

The program structure of PHP is a school-based model utilizing the organizational development design of SAP. The PHP model includes the PHP Coordinator, the Youth Substance Abuse Counselor, the Student and Family Support Services for Attendance Liaison, the Student and Family Support Services for Behavior Liaison, the school's Principal, and the Social and Emotional Learning (SEL) Team Mentors. The responsibilities of the PHP Coordinator include facilitating professional development of staff and faculty; process staff referrals for behavior, academics, health, and attendance; maintain data collection to support data drive decisions; and, provide systematic problem-solving based on data assessment.

The PHP Coordinator will develop opportunities to implement curricular and extra curricular activities that will build 40 Developmental Assets throughout the school year. Within this framework, youth will become mentors of children in the Miguel Barreto's Boys and Girls Club. With training, preparation and support, our students will work in partnership in the Boys and Girls Club to implement violence prevention programming with the children of our community.

The PHP Coordinator will work closely with the Behavior Liaison to address the options available for students and families to address behaviors, which effect violence reduction. The services provided include mentoring with skill building. Equipped with training provided by the Coordinator, the Behavior Liaison facilitates mentoring sessions with students to access resources outside the school to support their retention and academic progress. In addition, when students begin to demonstrate a truancy issue, the Attendance Liaison will visit student's home to identify obstacles and work with the family to overcome attendance issues; and, connect the family to external resources from community organizations and institutions.

The role of the SEL Mentors is to work one-on-one with a caseload of students to maintain on-going monitoring and student progress review every two to three weeks. The SEL Mentors continue to meet with students and plan additional strategies in response to progress or continue existing strategies. SEL Mentors will assist students with developing a truancy improvement

plan (TIP). The TIP allows students to support themselves and another student to arrive to school on time every day school. A TIP is successful to having both students arrive to school on time everyday for; two weeks, one unexcused absence; three weeks, two unexcused absences; four weeks, four unexcused absences will be removed from student attendance record. When addressing counterproductive behaviors, SEL Mentors work with students to develop support plans – performance improvement plan (PIP). The (PIP) outlines goals between the student, the student’s SEL Mentor, and possibly the parent/caregiver, which work towards addressing a behavioral or academic issue. The student will be responsible for collecting teacher feedback with an academic tracker every school day that the PIP is in place.

### **Program Rationale**

The Request For Proposal for this grant outlines that, “Based on data from the national Arrestee Drug Abuse Monitoring (ADAM) program, nearly 90% of arrestees admitted to the jail in 2007 were positive for an illegal drug and 46.5% of those admitted did not have a high school diploma or GED.” In other words, those who are users of illegal drugs and who have not earned their high school diploma or GED are more likely to end up in prison. In fact, studies have shown that 82% of inmates across the United States are “drop-outs” (Ysseldyke, Algozzine, and Thurlow, 1992). Additional studies have gone further to show that a likely pathway for a student who drops out of school is an “adult life of poverty, incarceration, and/or dependence on society’s welfare systems” (Mattos, 2012).

Project Home Place (PHP) is designed with the purpose of creating a sustainable evidenced-based program, which addresses the social and emotional capacity of students to maintain a path toward completion of high school. It is designed to address issues of violence and violence prevention through addressing the negative recreational drug use associated with adolescents in the school community at Dr. Pedro Albizu Campos Puerto Rican High School (PACHS); and, coupled with the alarming data of incarcerated youth without a complete education, PHP is designed to maintain youth engagement in our school as a method for violence prevention.

The unique characteristic of PHP is the organizational capacity of implementation as it supports the entire school community to be involved with addressing the issues of violence from proactive and pro-social perspective by providing services and programming to keep students engaged with school. Recent research indicates that progressive ideology of creating a school community, whereby students, staff, faculty, and parents are involved to retain students in an academic setting, is a best practice for violence prevention. In the research, *Evaluation of a School-based, Universal Violence Prevention Program: Low-, Medium-, and High-Risk Children*, it states that “Effective strategies for universal school implementation include behavioral monitoring and reinforcement, classroom management, and skills training ... [it] recognizes that behavior change takes time; it also recognizes that the total school atmosphere needs to change as reinforcements are implemented across school experiences” (Vazsonyi, Belliston, & Flannery, 2004). The program model of PHP addresses this area of advancement to prevent violence in our communities.

Because of the risk of violence associated with substance abuse and attendance in school settings, PACHS has worked to document student connectivity to risky behaviors that can be associated with violent settings. In 2013, an informal survey of the student body was conducted to determine their interactions and exposure to violence. The survey indicated that 72% of students witnessed a violent act outside of their home. This gives evidence to consider that PHP will retain students in a safe academic setting with less viability to become involved to more violence. In addition, 69% stated that a member of their family or circle of friends were victims of violence. Contrary to the belief that youth are the perpetrators of violence, it is often disregarded how their inactive exposure effects their social and emotional capacity to engage in other environments, which is why the programming of PHP is vital to sustain student engagement in school. In highlighting this point, 95% of the students surveyed indicated that they feel safe at school: A clear indication that PHP will have a positive impact on the measures of student engagement, retention, and graduation progress within our school environment.

In March of 2011, the Dr. Pedro Albizu Campos High School (PACHS) Student Leadership Committee conducted a survey of their peers that measured how prevalent substance abuse was in our school. The most important finding of our youth led participatory action research was that 71% of our students reported to regularly drinking alcohol and using marijuana, and more than half of these did not plan to discontinue their usage. These findings prompted us to conduct additional research and to seek the support necessary to help our students find more meaningful and engaging alternatives.

In April 2012, with the support of the Alternative Schools Network, we conducted the Illinois Youth Survey (IYS) to ascertain how this issue has developed within our student body. IYS is an initiative of the University of Illinois Center for Prevention and Research Development and provides data on drug use, bullying, depression, school climate and much more.

Our youth, much like youth throughout the state of Illinois, begin experimenting with alcohol and drugs between 14-15 years old. In contrast, however our youth figures, when compared to those of Cook County and Illinois State, demonstrate a substantial discrepancy in drug and alcohol abuse.

The tables below indicate the difference between PACHS and Illinois Statewide results. It merits mention that our school demographics also differ in that the average age of our students is 18 years old, with credits equivalent to 10<sup>th</sup> grade upon enrollment. The average length of a student's engagement in our school is two academic years.

<b>Table 1: 10<sup>th</sup> Grade Substance abuse in the past year</b>	<b>PACHS</b>	<b>IL</b>
<b>Alcohol</b>	<b>77%</b>	<b>54%</b>
<b>Cigarettes</b>	<b>50%</b>	<b>15%</b>
<b>Marijuana</b>	<b>86%</b>	<b>29%</b>

<b>Table 2: 10<sup>th</sup> Grade Substance abuse in the past 30 days</b>	<b>PACHS</b>	<b>IL</b>
<b>Alcohol</b>	<b>64%</b>	<b>31%</b>
<b>Alcohol Binge</b>	<b>30%</b>	<b>16%</b>
<b>Cigarettes</b>	<b>46%</b>	<b>14%</b>
<b>Marijuana</b>	<b>67%</b>	<b>18%</b>

<b>Table 3: 12<sup>th</sup> Grade Substance abuse in the past year</b>	<b>PACHS</b>	<b>IL</b>
<b>Alcohol</b>	<b>86%</b>	<b>66%</b>
<b>Cigarettes</b>	<b>61%</b>	<b>25%</b>
<b>Marijuana</b>	<b>78%</b>	<b>37%</b>
<b>Illicit drugs</b>	<b>18%</b>	<b>9%</b>

<b>Table 4: 12<sup>th</sup> Grade Substance abuse in the past 30 days</b>	<b>PACHS</b>	<b>IL</b>
<b>Alcohol</b>	<b>65%</b>	<b>44%</b>
<b>Alcohol Binge</b>	<b>51%</b>	<b>23%</b>
<b>Cigarettes</b>	<b>47%</b>	<b>25%</b>
<b>Marijuana</b>	<b>68%</b>	<b>25%</b>

High incidence of substance abuse and having dropped out from school, matched with the fact that 95% of our current student body is at or below the poverty level will cause anyone to agree that the odds are stacked against our students. Research shows that our students are the most at risk for ending up either in jail, at the welfare line or dead. Research also shows that our students are the most at risk for being perpetrators or victims of violence.

### **Program Description**

Entitled "Project Home Place", our program seeks to prevent, intervene and ultimately reduce violence in the Humboldt Park community within the context of our school setting. Project Home Place Program is a merger of two major models of youth supportive systems. First, we will utilize an asset development model created by the Search Institute to focus on **prevention**, we will build upon our caring school climate to strengthen youth developmental assets and equip students with internal and external protective factors against risky behavior. Second, utilizing a Prevention First initiative, our school will build a Student Assistance Program (SAP) **intervention** system of care and school-based practices that brings help to students, families and communities and addresses mental health and substance abuse issues. The SAP Team will use a system of referrals to determine students who are in need of individual case management, advocacy, and/or even connection to outside resources. We currently have four staff members who are trained in the development of a SAP and are excited to have the capacity to successfully implement the program.

The proposed program would be an added layer to a functioning Social and Emotional Learning team of mentors within a high school setting. The school in which the program would be situated, has a 40 year history of building partnerships in an effort to effectively work with youth who have dropped out of high school and need to be re-engaged. After re-engagement, our school is still struggling to make a significant positive impact on the numbers of students who are at risk of, victims of, or perpetrators of violence. Implementing a comprehensive developmental assets model along with a Student Assistance Program will allow our school to build a systematic approach that uses data collection and review to inform targeted decisions for our work with students.

### 40 Developmental Assets - Prevention Approach:

For more than 50 years, the Search Institute has been a leader and partner for organizations around the world in discovering what children and young adults need to succeed. They provide research and resources that motivate and equip caring adults to create schools, communities, and families where young people thrive. Through continuous scientific research on adolescent development, the Search Institute has found patterns of assets and high-risk behaviors among adolescents. (Scales, Leffert, 2004) More specifically, Mannes articulated in 2004 that:

*"Search Institute's Developmental Assets (or asset) model is based on a set of theoretical hypotheses and empirical evidence that helping youth experience healthy developmental resources and opportunities, and helping them to successfully achieve developmental tasks is one of the best ways to prevent negative behaviors and outcomes and to promote positive behaviors and outcomes. The asset model is based on a synthesis of multiple lines of inquiry aimed at identifying the "building blocks" of development that contribute to three types of healthy outcomes:*

- *The prevention of high-risk behaviors (e.g., substance use, violence, early sexual intercourse, school failure);*
- *The enhancement of thriving behaviors (e.g., school success, affirmation of diversity, the proactive approach*

*to nutrition and exercise); and*

- *Resilience, or the capacity to function adequately in the face of adversity.*

*The asset model identifies factors (40 Developmental Assets) that are empirically predictive of these healthy outcomes consistently across sex, race/ethnicity, and family income (Benson, Scales, Leffert, & Roehlkepartain, 1999; Leffert et al., 1998). All 40 Developmental Assets comprising the asset model are supported by empirical literature (Scales & Leffert, 2004)."*

**Appendix A** lists the developmental assets, internal and external, believed to be the *building blocks* of healthy development amongst adolescents.

#### *Home Place Youth Leadership*

Home Place Youth Leadership Council will develop integrity, responsibility and personal power through collaboration on student-led initiatives in the school, i.e. youth participatory action research. Each quarter 11 students of PACHS will be trained to be Home Place Youth Leaders in order to become positive role models; to build interpersonal competence, develop a sense of purpose, develop a positive view of their personal future, and demonstrate their care for the community.

PACHS will infuse curricular and extra-curricular activities with opportunities to enhance student developmental assets:

- Intake interview and admission process will include an assessment of student developmental assets to inform student mentor selection and assignment.
- Peers Advising for New Achievements (PANA) Homerooms will implement activities related to asset development, student connectedness and belonging.
- The weekly town-hall gathering of the entire school, called Unity for Social Analysis Class, will increase opportunities for students creative-self-expression for higher achievement motivation.
- Pa'Lante (*Move Forward*) Community Involvement Program, 10 hours of community building per 10 weeks of each school year, will include opportunities for empowerment. Developmental assets are strengthened through service to others, becoming resources to their communities, connecting to issues related to equality and social justice, and increased cultural competence.
- 21<sup>st</sup> Century Learning Center After School Program will instill the team building activities into the Theater, Technology, Urban Agriculture, Poetry and Men/Women Wellness program course of study.

#### Student Assistance Program (SAP) – Intervention Approach

As described above, our school seeks to utilize SAP to build a systematic approach to collect and utilize data and inform decisions on the support that specific students need in our school. Our prevention methodology of building an environment that supports youth development is the first step of ensuring that all students universally have access to what our school offers – In Response To Intervention language, this is “Tier 1”. Utilizing assessment and school-wide referral instruments offered by the SAP system, our school will be able to target a smaller group of students who are in need of more targeted support and strategies – “Tier 2”. These tools will also help our school systematically identify individual students who are most in need of targeted support services – “Tier 3”.

Our school operates from the framework of Response to Intervention. However, our lack of resources has only allowed the thorough development of interventions based on students' academic needs. Project Home Place is our effort to build the same level of targeted intervention for students' social and emotional needs. There are nine essential elements of a comprehensive SAP, all of which we seek to implement through our Project Home Place<sup>1</sup>.

- 1) *School Board Policy on alcohol, drug, harassment, violence, attendance and truancy:*  
Through youth participatory action research, the PANA Student Leadership Council will evaluate the effectiveness of the student handbook and provide the necessary suggestions to ensure that restorative justice is at the core of student academic and behavioral accountability measures.
- 2) *Staff Development:*  
Each faculty and staff member will be trained with the necessary attitudes and skills to appropriately identify student needs and make referral to the Student Assistance Team. In addition, the Search Institute will provide a three-part training series for Motivational Strategies with Challenging Youth. Each session will increasingly offer hands on, guided practice of motivational interviewing, commitment/readiness to change, and technical assistance throughout the implementation process. Each mentor working with students will be trained.
- 3) *Program Awareness:*  
The school community will become aware of the services, supports and opportunities afforded through the Project Home Place. Students, parents and community members will be made aware through open house, progress and report card pick-ups, parent conferences, online social media networks.
- 4) *Internal Referral Process:*  
A systematic process of information and referral will be established to close gaps in communicating student concerns/issues. Each staff and school community member will have access to *Initial Concern Referral Forms* to submit to the Student Assistance Program Intervention Team. Issues related to behavior, academic, attendance, and health concerns will be referred and through a multi-disciplinary team, intervention strategies will take effect.
- 5) *Problem Solving Team and Case Management:*  
PACHS Administration Team will monitor and evaluate the effectiveness of the referral process and interventions. This team will also work on creating a larger capacity to build student strengths and meet their needs.
- 6) *Direct Services to Students:*  
Student re-engagement in high school will be based on Response to Intervention model, whereby students will be provided services, supports and opportunities based on Tier Level of student needs. Services provided include, but are not limited to, educational skill building, student support groups, one on one mentor support, meetings with teachers/mentors, mental health and substance abuse treatment referral.
- 7) *Integration with Other School-Based Programs:*

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<sup>1</sup> Derived from the Student Assistance Development Training Manual, Prevention First, 2009.

The Student Assistance Program will be integrated into the Project Home Place as a direct intervention effort to provide case management for students in need of additional supportive services.

- 8) *Cooperation and Collaboration with Community Agencies and Resources:*  
Project Home Place will emphasize building bridges with community-based organizations, institutions and services. The Student and Family Supportive Services Liaison will link to social service organizations and provide assistance to our students and their families as they navigate their way to such resources or opportunities.
- 9) *Students Assistance Program Data and Response*  
Much like a design-based program model, each quarter PACHS Administration Team will assess progress towards the goals established for the program. Data from student attendance, GPA, credit accrual, participation in extra curricular activities and effectiveness of referral system will be used to inform changes in future implementation.

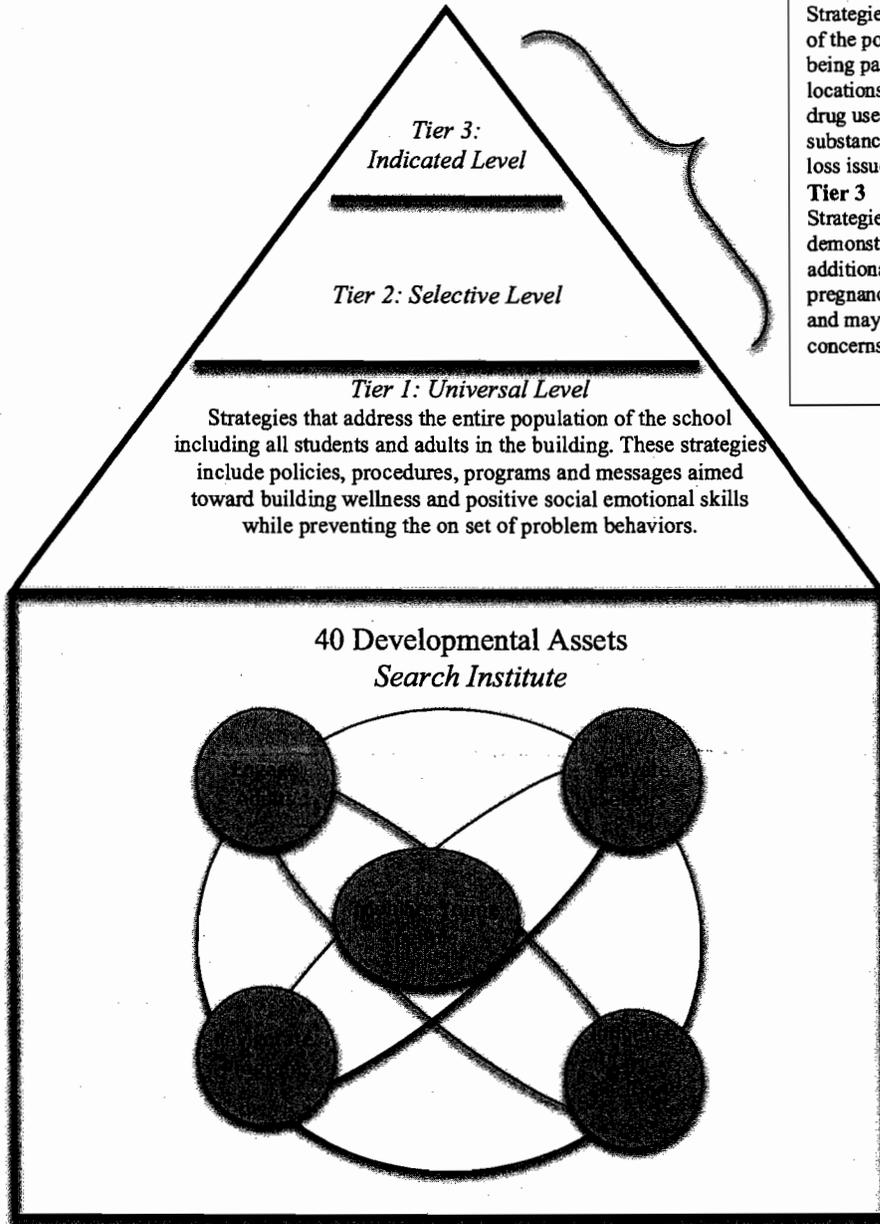
On-Site Mental Health Services - Reduction Approach:

Through our SAP system, students who are “at high risk” of being victims and/or perpetrators of violence will be identified through assessments and a school-wide referral system. In addition, any student who is actually a victim or perpetrator of violence will also be identified for “Tier 3” services and support. This effort will be for our school to reduce the amount of violence that is experienced in our school and community.

Oftentimes, as is the case with our 19-21 year old students, youth no longer have access to health insurance. This becomes a barrier in successfully referring them to much needed mental health services. If students have health care, the urban social barriers associated with gang territories or not affording the ever-increasing cost of bus fare, impede youth from accessing mental health services in the same way. The youth most in need of these services, are those who, more often than not, lack the life skills to follow through with a referral to mental health services that is far removed from where they live. By providing on-site services, our youth will not face such barriers. On-site mental health services means that “wrap-around” services can truly be offered to the most marginalized youth within an educational institution.

PACHS will establish partnerships with mental health agencies throughout the City of Chicago to bring the youth-centered therapeutic and substance abuse counseling services directly to the youth in school. In addition, youth in need of psychiatric mental health care, but do not have access to health insurance, can still seek such treatment with PACHS as a third party payment source.

### Visualizing Our Home Place Project



Interventions Led by Student Assistance Program Team

**Tier 2**

Strategies focused more at the intervention toward a subset of the population for whom there is greater risk due to being part of this population. This may include geographic locations such as community with fewer services of higher drug use rates, familial risk factors such as parental substance abuse, academic problems, students dealing with loss issues or a number of other risk areas.

**Tier 3**

Strategies are focused on the individual student who is demonstrating early signs of danger that may lead to additional problems including substance use, violence, teen pregnancy and delinquency. Strategies are more targeted and may involve connection with community services for concerns outside the realm of the school.

### Goals, Metrics and Timeline

Project Home Place (PHP) has three sets of goals in the areas of: 1) Coordination; 2) Attendance; and 3) Behavior. Each area is outlined according to the goals, their respective metrics and a timeline through which to monitor.

**Coordination of PHP**

<b>Goal</b>	<b>Objective</b>	<b>Measurement</b>
<b>1. Increase number of developmental assets that students exhibit between pre, mid and post testing.</b>	1. Establish a developmental assets model for a school setting.	Search Institute pre, mid and post assessment of developmental assets amongst our student body.
	2. Create curriculum to be experienced by all students.	Curriculum that is aligned with the 40 developmental assets as well as the Illinois Social Emotional Learning Standards.
	3. Train staff on the implementation of developmental assets curriculum.	Staff participation in training.
	4. Ensure that mentor staff has appropriate professional development training.	Staff participation in training.
	5. Administer pre/mid/post Attitudes and Behavior Survey	Administration of surveys
<b>2. Ensure certain access to student services based on evidence of need by establishing a Student Assistance Program (SAP) for our school.</b>	1. Create a set of approved School Board Policies on alcohol, drug, harassment, violence, attendance and truancy within a developmental assets model.	Student handbook that outlines these policies.
	2. Ensure that mentor staff has appropriate professional development training.	Staff participation in training.
	3. Train and communicate with school-based staff the components of SAP and how it serves students.	Staff participation in training from the coordinator.
	4. Establish SAP protocols for efficient internal referral process	Evaluate referral process through a survey with the staff.
	5. Provide effective case management for students in need.	Students who are considered successful after case management are those who demonstrate improvement in the area of most need.
	6. Implement a restorative justice framework to provide direct and appropriate services for students.	Observation of mentor staff as they work with students to determine appropriate direct services.
	7. Integrate developmental assets across all school-based programs.	Monitor attendance of other school-based programs will be monitored. Our work should increase the number of students engaged with these programs.

Goal	Objective	Measurement
	8. Maintain and build relationships with key community agencies and resources.	Creation of a database with key community agencies and resources with contact information and services provided. Also engage community organizations and institutions in school-based programming for students, parents and staff.
	9. Ensure that SAP data is utilized to inform our work with students	After each assessment of student needs, coordinator will analyze the data to determine if students are receiving the appropriate services.
3. Create a youth leadership development opportunity for students.	Ensure that eleven students are identified each quarter for youth leadership training.	11-20 students become youth leaders in the school and the community.

**Timeline for Coordination Planning**

Quarter 1, July – October: Program creation, staff training and program implementation. Administer pre-assessment of student Attitudes and Behavior Survey.

Quarter 2, November – January: Ongoing intervention and progress monitoring to evaluate for potential adjustments. Administer mid-assessment of student Attitudes and Behavior Survey.

Quarter 3, February – March: mid-program evaluation. Convening to determine next steps moving into the next school semester.

Quarter 4, April – June: Ongoing intervention and progress monitoring to evaluate for potential adjustments. Administer post-assessment of student Attitudes and Behavior Survey.

**Attendance Monitoring for Project Home Place (In-Kind Effort)**

Goal	Objective	Measurement
<p>1. To improve the attendance</p>	<p>1: Students will achieve an attendance rate of at least 85% throughout the year. This will then impact the school attendance percentage to reach our school-wide goal of 85%</p>	<p>The school's attendance log will be used to monitor student attendance. Our school utilizes the database called "Power School" to document attendance and other school related data.</p>
	<p>2: Students who miss five or more days of school in a 10-week period and will be identified as truant or at-risk of becoming truant. Such students will be grouped according to the number of days absent and will be identified for targeted interventions.</p>	<p>Attendance log as described above.</p>
	<p>3: Truant and at-risk students will be provided targeted interventions to positively impact attendance.</p>	<p>Attendance log as described above.</p>
	<p>4: Seventy-five percent of students on "truancy watch" will return to school/cease missing classes at the same rate.</p>	<p>Attendance log as described above.</p>
<p>2. To improve the retention rates of students at PACHS</p>	<p>1: Improve the school's retention rate by 25%.</p>	<p>The Charter School Standard Bar Matrix. Our school is a campus of Youth Connection Charter School (YCCS), a public charter of the Chicago Public Schools (CPS). We will take the official data of the "matrix" to inform our success or failure of this benchmark.</p>

**Timeline for Student & Family Support Liaison for Attendance (In-Kind Effort)**

Quarter 1, July – October: Reaching out to students who had attendance problems in the previous year, staff training and program implementation

- Work with young people to identify positive summer engagement in either summer internship or gainful employment.
- Report to coordinator the students who they feel are in need of immediate referral or advocacy support.
- Participate in key trainings with the coordinator
- When school begins provide ongoing intervention and progress monitoring to evaluate for potential adjustments. Weekly attendance checks to evaluate intervention needs. Wake-up texts, mentor meetings, and parent meetings scheduled as needed.
- Power School roster checks at beginning and end of 1<sup>st</sup> quarter to determine retention.
- Provide report to Project Home Place Coordinator.

Quarter 2, November – January: Ongoing intervention and progress monitoring to evaluate for potential adjustments.

- Provide report to Project Home Place Coordinator.

Quarter 3, February – March: mid-program evaluation along with ongoing intervention and progress monitoring to evaluate for potential adjustments.

- Collection of data for each of the program goals and objectives.
- Analysis of the data to determine effectiveness of Project Home Place attendance programming.
- Provide report to Project Home Place Coordinator.

Quarter 4, April – June: Ongoing intervention and progress monitoring to evaluate for potential adjustments;

- Provide report to Project Home Place Coordinator.

**Behavior Monitoring for Project Home Place**

Goal	Objective	Measurement
1. To improve the behavior of students	1: Establish clear expectations for positive student behavior and clear consequences for inappropriate behavior established in approved school rules.	Student handbook that outlines these policies.
	2: Identify curriculum for students in need of additional support. If necessary, differentiate curriculum.	Establishment of curriculum for students in higher need.
	3: Build plan for having restorative justice peer circles for identified students.	Create a plan for students using the developmental assets as measures of progress.
	4: Reduce the number of behavior incidents in our school by 10% each quarter.	Our school utilizes a behavior monitoring system called the "Incident Report" where teachers and staff input infractions of student behavior based on the school's code of conduct. After each quarter, the total number of behavioral infractions will be calculated and then compared the previous quarters.
	5: Students at-risk by being on the path toward suspension will be provided targeted interventions to positively impact behavior	Our school utilizes a behavior monitoring system as described above.
	6: Reduce the number of students who are identified as needing in-school or out of school suspension by 10% each quarter.	Our school utilizes a behavior monitoring system as described above.

**Timeline for Student & Family Support Liaison for Behavior**

Quarter 1, July – October: Reaching out to students who had behavior problems in the previous year, staff training and program implementation

- Objectives 1-3 will be complete between July and August.

- Work with young people to identify positive summer engagement in either summer internship or gainful employment.
- During this period, the mentor will be responsible for checking in with students weekly and keeping them positively engaged throughout the summer so that we do not lose them in the upcoming school year.
- Report to coordinator the students who they feel are in need of immediate referral or advocacy support.
- Participate in key trainings with the coordinator
- When school begins provide ongoing intervention and progress monitoring to evaluate for potential adjustments
- Provide report to Project Home Place Coordinator.

Quarter 2, November – January: Ongoing intervention and progress monitoring to evaluate for potential adjustments.

- Weekly behavior checks in the incident report to evaluate intervention needs.
- Mentor meetings scheduled as needed.
- Parent meetings scheduled as needed.
- Incident report checked at beginning and end of quarter 2 to determine number of incident reports for each student.
- Provide report to Project Home Place Coordinator.

Quarter 3, February – March: mid-program evaluation along with ongoing intervention and progress monitoring to evaluate for potential adjustments.

- Collection of data for each of the program goal and objectives.
- Analysis of the data to determine effectiveness of Project Home Place behavior programming.
- Weekly behavior checks in the incident report to evaluate intervention needs.
- Mentor meetings scheduled as needed.
- Parent meetings scheduled as needed.
- Incident report checked at beginning and end of quarter 3 to determine number of incident reports for each student.
- Provide report to Project Home Place Coordinator.

Quarter 4, April – June: Ongoing intervention and progress monitoring to evaluate for potential adjustments;

- Weekly behavior checks in the incident report to evaluate intervention needs.
- Mentor meetings scheduled as needed.
- Parent meetings scheduled as needed.
- Incident report checked at beginning and end of quarter 4 to determine number of incident reports for each student.
- Provide report to Project Home Place Coordinator.

### **Organizational History**

In the 1970s, Puerto Rican youth exhibited a shocking 70% dropout/push out rate. Yet contrary to dominant discourses that portrayed Puerto Rican students as lazy, slow, and culturally unprepared for academic learning, this statistic reflected a social context of racism, discrimination and marginalization. Moreover, classroom curriculum and the operations of public schools were designed and delivered without considering the complex realities of Puerto Rican youth. Feeling alienated and frustrated by this condition, many of these students “dropped out” of school thinking that education was not for them.

In response to this bleak situation, the community organized a campaign to bring relevant curricula in Puerto Rican history and culture to Tuley High School (prior to the establishment of Roberto Clemente High School). Chicago’s then conservative school board refused to hear the call for change, and out of the struggle that followed, parents, students, teachers, and activists would unite to establish an independent school that would teach pride in Puerto Rican culture, history and language: The Puerto Rican High School.

The school shortly after was named Rafael Cancel Miranda, in honor of imprisoned Puerto Rican nationalist and political prisoner. Though deeply grateful, Rafael Cancel Miranda expressed through correspondence that the school’s name should reflect the highest expression of Puerto Rican national affirmation. As a result, the school took on its current name, Dr. Pedro Albizu Campos Puerto Rican High School.

The naming of Pedro Albizu Campos (1891-1965) linked the school to a long history of Puerto Rican struggle and resistance both on the island and in the Diaspora against colonial domination. Albizu Campos – the first Puerto Rican to graduate from Harvard – was a WWI veteran, labor leader, President of the Nationalist Party, and political prisoner. He is widely considered a beacon of Puerto Rican consciousness and national pride.

### **Contemporary Dynamics**

As the push-out rate among Puerto Ricans in the Chicago Public School system has not improved much since the 70s, Dr. Pedro Albizu Campos High School (PACHS) remains an important alternative educational site. The mission of PACHS aims to “provide a quality educational experience needed to empower students to engage in critical thinking and social transformation, from the classroom to the Puerto Rican community, based on the philosophical foundation of self-determination, a methodology of self-actualization and an ethics of self-reliance.” In the spirit of the school’s founding, PACHS adopted the motto that “*La educación rompe las cadenas*”-Education breaks chains.

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Dr. Pedro Albizu Campos Puerto Rican High School  
Cook County Violence Prevention, Intervention and Reduction Grant

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### **Programs Relevant to This RFP**

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Address: Alternative Schools Network

1807 W. Sunnyside

Chicago IL, 60640

Phone: 773.428.4030

Fax: 773.728.3335

Dollar of the program for school year '12-'13 = \$110,400

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### **Organizational History**

In the 1970s, Puerto Rican youth exhibited a shocking 70% dropout/push out rate. Yet contrary to dominant discourses that portrayed Puerto Rican students as lazy, slow, and culturally unprepared for academic learning, this statistic reflected a social context of racism, discrimination and marginalization. Moreover, classroom curriculum and the operations of public schools were designed and delivered without considering the complex realities of Puerto Rican youth. Feeling alienated and frustrated by this condition, many of these students “dropped out” of school thinking that education was not for them.

In response to this bleak situation, the community organized a campaign to bring relevant curricula in Puerto Rican history and culture to Tuley High School (prior to the establishment of Roberto Clemente High School). Chicago’s then conservative school board refused to hear the call for change, and out of the struggle that followed, parents, students, teachers, and activists would unite to establish an independent school that would teach pride in Puerto Rican culture, history and language: The Puerto Rican High School.

The school shortly after was named Rafael Cancel Miranda, in honor of imprisoned Puerto Rican nationalist and political prisoner. Though deeply grateful, Rafael Cancel Miranda expressed through correspondence that the school’s name should reflect the highest expression of Puerto Rican national affirmation. As a result, the school took on its current name, Dr. Pedro Albizu Campos Puerto Rican High School.

The naming of Pedro Albizu Campos (1891-1965) linked the school to a long history of Puerto Rican struggle and resistance both on the island and in the Diaspora against colonial domination. Albizu Campos – the first Puerto Rican to graduate from Harvard – was a WWI veteran, labor leader, President of the Nationalist Party, and political prisoner. He is widely considered a beacon of Puerto Rican consciousness and national pride.

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## Dr. Pedro Albizu Campos Puerto Rican High School

2739-41 W. Division St. • Chicago, IL 60622  
Phone (773) 342-8022 • Fax (773) 342-6609  
An Affiliate of the Puerto Rican Cultural Center, Inc.

### Job Description

Youth Substance Abuse Counselor, Full-time

National Winner,  
Excellence in Education  
Award 1986

Accredited,  
National Association  
For Legal Support  
Of Alternative Schools  
(NALSAS)

Member,  
Alternative Schools  
Network (ASN),  
Youth Connection  
Charter School (YCCS)

Marvin Garcia,  
President,  
Board of Directors

Matthew Rodriguez,  
Principal

### Reports to Coordinator of Project Home Place

**Qualifications:** Bachelor's degree (recommended)  
Illinois Alcohol and Other Drug Abuse Professional Counseling  
Certification (IAODACP)  
Strong bilingual skills  
Communication skills-verbal and written  
Organizational skills

### General Description

Performs advanced substance abuse counseling work. Work involves planning and coordinating substance abuse counseling programs and activities.

### Duties include, but are not limited to:

- Oversee the development and implementation of treatment programs and plans to meet the needs of chemically dependent clients.
- Coordinate the interviewing, screening, and assessment of clients for potential program participation and services.
- Coordinate and monitor follow-up and after care programs for clients.
- Evaluate substance abuse counseling and education classes.
- Monitor twelve-step recovery groups.
- Provide technical assistance and guidance in developing and implementing treatment plans.
- Plan and evaluate chemical dependency counseling programs.
- Present educational programs on substance abuse.
- Conduct chemical dependency program orientation sessions.
- Develop and present educational and training programs, workshops, and seminars on substance abuse.
- Prepare report on program activities.
- Assist in developing and implementing program policies and procedures.
- Perform related work as assigned.

EXHIBIT 2

Schedule of Compensation

**Budget Detail**  
**RFP No. 13-53-090**  
**Dr. Pedro Albizu Campos Puerto Rican High School**

Grant Proposal Amount Requested: \$100,000.00

**Budget Detail**

**A. Personnel**

Name/Position	Computation	Cost
Judith Díaz, Coordinator	100% (\$40k)	\$40,000
Edwin Castillo, Behavior	100% (\$15k)	\$15,000
<b>Sub-total</b>		<b>\$55,000</b>

**B. Fringe Benefits**

Name/Position	Computation	Cost
Judith Díaz, Coordinator	20% (\$40k)	\$8,000
Edwin Castillo, Behavior	20% (\$15k)	\$3,000
<b>Sub-total</b>		<b>\$11,000</b>
<b>TOTAL PERSONNEL AND FRINGE BENEFITS</b>		<b>\$66,000</b>

**C. Travel**

Purpose of Travel	Location	Item	Computation	Cost
Search Institute Developmental Assets Training (See Attachment)	615 First Avenue NE, Minneapolis, MN 55413	Plane fare and hotel	Each plane fare = \$250, hotel for two nights per person = \$500. We will be taking 6 mentors.	\$4,500
<b>Total</b>				<b>\$4,500</b>

**D. Supplies**

Supply Items	Computation	Cost
Office supplies (e.g., folders for files, paper, paper clips, toner, staples, pens, etc.)	\$500 per semester	\$1,000
<b>Total</b>		<b>\$1,000</b>

**E. Other Costs**

Description	Computation	Cost
Rent	2.5% of monthly rent cost (\$35k) for 12 months	\$10,500
Search Institute Professional Development (See Attachment)	Each participant registration and materials = \$1,020 x 6 participants	\$6,120
Psychiatric counseling services for older youth who have "aged out" of public assistance	One semester of service = \$600 x 2 students x 2 semesters.	\$2,400
Therapeutic counseling services for older youth who have "aged out" of public assistance	One semester of service = \$800 x 4 students x 2 semesters.	\$6,400

Description (cont'd)	Computation (cont'd)	Cost (cont'd)
Youth Leadership Stipends	\$70 quarterly stipends for 11 youth leaders (\$770 x 4)	\$3,080
<b>Total</b>		<b>\$28,500</b>

### Budget Summary

Budget Category	Amount
A Personnel	\$55,000
B Fringe Benefits	\$11,000
C Travel	\$4,500
D Supplies	\$1,000
E Other Costs	\$28,500
<b>Grand Total</b>	<b>\$100,000</b>

Contract No. 13-53-090B

**EXHIBIT 3**

**Evidence of Insurance**

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS I - ii
1	Certifications	EDS 1, 2
2	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 9
3	Sole Proprietor Signature Page	EDS 10a/b/c
4	Partnership Signature Page	EDS 11a/b/c
5	Limited Liability Corporation Signature Page	EDS 12a/b/c
6	Corporation Signature Page	EDS 13a/b/c
7	Cook County Signature Page	EDS 14

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

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

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

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Section 1: Certifications.** Section 1 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 2: Economic and Other Disclosures Statement.** Section 2 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**Sections 3, 4, 5, 6: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 3 is the form for a sole proprietor; Section 4 is the form for a partnership or joint venture; Section 5 is the form for a Limited Liability Corporation, and Section 6 is the form for a Corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

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

## CERTIFICATIONS (SECTION 1)

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

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

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

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

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

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

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

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

### **C. DRUG FREE WORKPLACE ACT**

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 2)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

N/A

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

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

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

Yes:  No:

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

DR. PEDRO ALBIZU CAMPOS PUERTO RICAN HIGH SCHOOL

2739-41 W. DIVISION STREET

CHICAGO IL, 60622

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

Yes:  No:

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b)  The Undersigned owns no real estate in Cook County.

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

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

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

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

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name DR. PEDRO ALBERTO CAMPOS  
PIEDRO ALAN HIGH SCHOOL

D/B/A: N/A

EIN NO.: 36-2754514

Street Address: 2739-41 W. DIVISION STREET

City: CHICAGO

State: IL

Zip Code: 60622

Phone No.: 773. 342. 8022

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

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

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

N/A

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

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

N/A

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor 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.

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

[Signature]  
 Signature

matt@pedroalbizucampohs.org  
 E-mail address

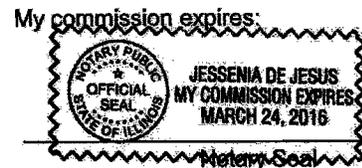
PRINCIPAL  
 Title

3/21/13  
 Date

773.342.8022  
 Phone Number

Subscribed to and sworn before me this 21st day of March, 2013

x Jessenia De Jesus  
 Notary Public Signature





**COOK COUNTY BOARD OF ETHICS**

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

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

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

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

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

**DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: MATTHEW RODRIGUEZ Title: PRINCIPAL

Business Entity Name: DR. PEDRO RUBEN CAMPOS M.S. Phone: 773.342.8022

Business Entity Address: 2739-41 W. DIVISION STREET CHICAGO IL, 60622

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

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

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

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

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

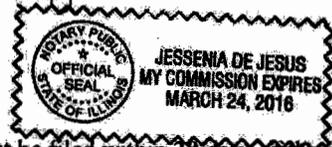
[Signature] \_\_\_\_\_ Date 3/21/13

Subscribe and sworn before me this 21<sup>st</sup> Day of March, 2013

a Notary Public in and for Cook County

Jessena De Jesus  
(Signature)

NOTARY PUBLIC SEAL



My Commission expires \_\_\_\_\_

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

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

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 3)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

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

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 4)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Subscribed to and sworn before me this

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

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 5)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

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

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

- \* **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.**
- \*\* **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION  
(SECTION 6)**

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

BUSINESS NAME: DR. PEDRO ALBIZU CAMPOS PUERTO RICAN HIGH SCHOOL

BUSINESS ADDRESS: 2739-41 W. DIVISION STREET, CHICAGO IL, 60622

BUSINESS TELEPHONE: 773. 342. 8022 FAX NUMBER: 773. 342. 6609

CONTACT PERSON: MATTHEW RODRIGUEZ

FEIN: 36-2754514 \*IL CORPORATE FILE NUMBER: 50061795

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: MARVIN GARCIA VICE PRESIDENT: IRMA ROMERO

SECRETARY: NANCY KURSHAN TREASURER: MICHELE MORALES

\*\*SIGNATURE OF PRESIDENT: *Marvin Garcia*

ATTEST: *Nancy Kurshan* (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
21<sup>st</sup> day of March, 2013.

X *Jessenia de Jesus*  
Notary Public Signature

My commission expires:



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

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

COOK COUNTY SIGNATURE PAGE  
(SECTION 7)

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

*John G. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 18 DAY OF July, 2013

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

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

13-53-090 B

OR

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 100,000<sup>00</sup>  
(DOLLARS AND CENTS)

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

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 17 2013

APPROVED AS TO FORM:

Not required

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

COM \_\_\_\_\_