

CONTRACT NO. 13255

**INTERGOVERNMENTAL AGREEMENT
FOR PROFESSIONAL SERVICES**

BETWEEN

CHICAGO HOUSING AUTHORITY

AND

THE CITY OF CHICAGO, ACTING THROUGH ITS

**DEPARTMENT OF FAMILY AND SUPPORT SERVICES
INTERGOVERNMENTAL AGREEMENT**

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement" or "IGA") is made and entered into as of January 1, 2025 (the "Effective Date"), by and between the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation organized and existing pursuant to 310 ILCS 10/1 et seq. of the Illinois Compiled Statutes ("CHA"), and **CITY OF CHICAGO**, a municipal corporation and home rule unit of the State of Illinois, acting through its Department of Family and Support Services ("DFSS" or "Contractor"). CHA and DFSS may be referred to in this Agreement individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC § 1437 et seq., regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances;

WHEREAS, DFSS provides various family supportive service programs for residents of the City of Chicago including, but not limited to, children/youth after school and academic enrichment programs, homelessness prevention programs, and other family and senior support programs throughout the City of Chicago;

WHEREAS, CHA and DFSS have authority to enter into intergovernmental agreements such as this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Housing Cooperation Law, 310 ILCS 15/1 et seq.; and

WHEREAS, CHA desires to have DFSS provide various family supportive service programs for CHA residents, and DFSS is ready, willing and able to provide the various programs as specifically provided herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, CHA and DFSS hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DFSS DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Services

DFSS shall provide the Services described in this Article 2 (collectively, the "Services"), in accordance with the performance standards in Section 2.02. Services shall include, but not be limited to, those set forth in Scope of Services/Statement of Work, Exhibit A, attached hereto and incorporated herein.

B. Deliverables

DFSS shall prepare deliverables for CHA, which consist of work product from performing Services that include, but are not limited to, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or electronically (e.g., compact disc) (collectively, "Deliverables"). At the discretion of DFSS, the Deliverables with respect to the Golden Diners Program may also be provided to the Illinois Department on Aging ("IDOA"). In the sole judgment of CHA, if any Deliverables do not meet the standard of performance pursuant to this Agreement, CHA shall inform DFSS of the issue(s) and the parties will work cooperatively to resolve it.

Section 2.02 Performance Standards and Best Efforts

- A. DFSS shall perform all Services, quickly responding to CHA's needs, with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable to the nature of the Services to be provided under this Agreement. DFSS shall at all times use its best efforts to assure the quality, timeliness, efficiency and creativity in rendering and completing Services.
- B. CHA shall direct all questions regarding program operations to DFSS's Commissioner. Disputes regarding program operations that cannot be resolved between the parties shall be resolved under the terms of Article 5.
- C. DFSS shall provide programmatic reports quarterly of program activity as reflected in the Program Targets and Enrollments in Exhibit B, attached hereto and incorporated herein.
- D. DFSS agrees at all times to cooperate fully with CHA and to act in CHA's best interests.

Section 2.03 Ownership of Documents, Reports and Records

- A. All Deliverables, including, but not limited to reports or information in any form prepared or assembled by, or provided to DFSS are the sole property of CHA and subject to the terms of Section 2.06.

- B. During the performance of Services, DFSS shall be responsible for any loss or damage to Deliverables while in its possession, and shall restore any lost or damaged Deliverables, reports and information at DFSS's sole cost and expense.
- C. DFSS and/or the City of Chicago shall maintain all books, records, and documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs claimed to have been incurred, anticipated to be incurred, or in connection with DFSS's performance under this Agreement.
- E. DFSS shall keep all books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by CHA, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstraction: (i) for at least three (3) years after the final payment is made under this Agreement; (ii) other pending matters are closed; and/or (iii) as otherwise may be required under applicable law. Additionally, DFSS books, records and documents are subject to audit pursuant to the terms in Section 4.04.

Section 2.04 Confidentiality

- A. DFSS acknowledges and agrees that all information provided to DFSS pursuant to this Agreement whether verbally, in writing or otherwise, in the performance of Services is, will be and is to remain confidential ("Confidential Information").
- B. DFSS agrees to keep all Confidential Information confidential and not discuss or divulge Confidential Information other than to: (i) the appropriate CHA personnel, HUD, their designees; or (ii) DFSS or HUD personnel on a need-to-know basis, without the prior written approval of CHA. DFSS shall protect Confidential Information with the same duty of care as its own confidential information.
- C. In the event DFSS is presented with a subpoena or an agency of the Federal or State Government, or as may be required in response to a request under the Freedom of Information Act ("FOIA") regarding Confidential Information, which may be in DFSS' possession pursuant to this Agreement, DFSS must immediately give notice to CHA's Chief Executive Officer and CHA's Chief Legal Officer with the understanding that CHA will have the opportunity to contest such disclosure by any means available to CHA before the Confidential Information is submitted to a court or other third party. DFSS, however, is not obligated to withhold the delivery of Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.
- D. The terms of this Section 2.04 shall survive the expiration or termination of the Agreement.

Section 2.05 Subcontracts and Assignments

- A. DFSS shall not assign or subcontract this Agreement or any portion thereof without the prior written approval of CHA.
- B. The terms of Section 2.05.A shall only apply to new delegate agencies that were not previously identified by DFSS to CHA as participating agencies, and shall not apply to any delegate agencies that have previously been identified and/or disclosed to CHA by DFSS.
- C. DFSS shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or pursuant to the prior written consent of the CHA. The absence of the prior written approval of CHA shall void the attempted assignment, delegation or transfer, and such attempted assignment, delegation or transfer shall be of no effect.
- D. DFSS shall not transfer or assign any funds or claims due or which may become due under this Agreement without the prior written approval of CHA. The attempted transfer or assignment of any funds, either in whole or in part, or any interest therein, which shall be due or to become due to DFSS without such prior written approval shall have no effect.
- E. CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.06 Intellectual Property

- A. Pursuant to applicable law, CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish, use, and authorize others to use, for CHA or HUD purposes, including, but not limited to, commercial exploitation: (i) the copyright, patent, trademark or trade name in any Deliverable, work developed or discovered in the performance of the Services; and (ii) any right of copyright, patent, trademark or tradename to which DFSS purchases ownership with funds its awarded pursuant to this Agreement in performance of Services.
- B. DFSS is granted a royalty-free, non-exclusive license to reproduce, publish or use Deliverables, solely for government purposes, which are limited to: (i) responses to Requests for Proposals or other funding opportunities; (ii) DFSS Performance Management reports (external and internal to the City of Chicago); (iii) Needs Assessments; (iv) Program Planning (using data on clients served and services rendered to inform program design for DFSS programs); and (v) DFSS marketing materials (e.g., brochures and web site). The foregoing must be approved by CHA in advance in writing, subject to the privacy rights of CHA's residents as provided by law to not disclose personal identifying information.

- C. All rights not expressly granted under the Agreement are reserved to CHA, and there are no implied rights.

Section 2.07 CHA Requirements - Section 3, HUD Act of 1968

The work to be performed under this Agreement is pursuant to a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u, and the regulations implementing Section 3 at 24 C.F.R. Part 75 – Economic Opportunities for Low- and Very Low-Income Persons (collectively, “Section 3”). DFSS agrees it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder. DFSS certifies it is under no contractual or other disability, which would prevent it from complying with the foregoing requirements.

Section 2.08 Compliance with CHA Inspector General

It is the duty of DFSS and its subcontractors to cooperate with the CHA Inspector General in any investigation or hearing undertaken. All of DFSS subcontracts must include the terms of this Section 2.08, and require agreement and compliance with the same.

Section 2.09 Compliance with All Laws and Governmental Orders

- A. DFSS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement, including but not limited to: (1) Section 6 of the Housing Act of 1937, 42 U.S.C. § 1437; (2) the Privacy Act of 1974, 5 U.S.C. § 552(a); (3) the Freedom of Information Act, 5 U.S.C. § 552; (4) Section 208 of the E-Government Act, (5) General HUD Program Requirements, 24 C.F.R. Part 5; (6) all applicable HUD regulations; (7) the Uniform Administrative Requirements, 2 C.F.R. Part 200 et seq., as amended; (8) Title VI of the Civil Rights Act of 1967, 42 U.S.C. 2000d et seq.; (9) Fair Housing Act, 42 U.S.C. 3601-20 et seq.; (10) Executive Order 11063, as amended by Executive Order 12259; (11) Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq.; (12) Rehabilitation Act of 1973, 29 U.S.C. 794; (13) Davis-Bacon Act, as amended, 40 U.S.C. 276a-276a-5; (14) Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 et seq.; (15) National Environmental Policy Act of 1969, 24 C.F.R. Part 58; (16) Clean Air Act, 42 U.S.C. § 7401/et seq.; (17) Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., as amended; (18) Equal Employment Opportunity, Executive Order 11246, as amended by Executive Orders 12086 and 11375; (19) Intergovernmental Review of Federal Programs, Executive Order 12372; (20) Copeland “Anti-Kickback” Act, 18 U.S.C. § 874 and 40 U.S.C. § 276; (21) Byrd “Anti-Lobbying” Amendment, 31 U.S.C. § 1352; and (22) Debarment and Suspension, Executive Orders 12549 and 12689. Additionally, DFSS shall comply with the Mandatory Standards and Policies relating to energy efficiency contained in the State

Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

- B. DFSS shall take such actions as may be necessary to promptly comply with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 2.10 Cooperation upon Termination or Expiration

If this Agreement expires or is terminated for any reason, DFSS shall make every effort to ensure: (i) an orderly transition to another contractor, if any; (ii) orderly demobilization of its operations in connection with the Services; (iii) uninterrupted provision of Services during any transition period; and (iv) it shall otherwise comply with the reasonable requests and requirements of CHA in connection with the termination or expiration of this Agreement.

ARTICLE 3 TERM OF AGREEMENT

Section 3.01 Term

The term of this Agreement is two (2) years, for the period of January 1, 2025 through December 31, 2026 (the "Term"), or until this Agreement is terminated in accordance with the terms of this Agreement, whichever occurs first.

ARTICLE 4 COMPENSATION

Section 4.01 Compensation

This is a cost reimbursement agreement and CHA agrees to pay DFSS an amount not-to-exceed Two Million Five Hundred Sixty-Four Thousand Dollars (\$2,564,000.00) to provide Services. It is mutually understood and agreed by the parties that the not-to-exceed amount of compensation is the only compensation provided for in this Agreement. There will be no additional costs, fees or other profit allowed or paid to DFSS.

Section 4.02 Not to Exceed Amount

DFSS agrees not to perform and waives any and all claims of payment for work which would result in billings beyond the not-to-exceed amount unless the parties have executed an amendment to this Agreement authorizing said additional work and the payment therefore. DFSS recognizes and acknowledges it has an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the not-to-exceed amount.

Section 4.03 Payment and Invoices

- A. DFSS shall submit monthly invoices for reimbursement of costs for the various programs, as set forth in the Project Operating Budget, Exhibit C, attached hereto and incorporated, to CHA for approval within twenty (20) business days after the end of each month during the Term. Each invoice shall identify the related program.
- B. Back up information for each invoice is routinely kept in digital form by the City of Chicago and shall be made available to CHA in electronic format upon request in lieu of physical copies.
- C. Only those costs that are allowed under 48 CFR Part 31 (Cost Principles for For-Profit Organizations) or 2 CFR Part 230 (Cost Principles for Not-For-Profit Organizations), as applicable, shall be considered for cost reimbursement. In the event of a conflict between any line items in the Project Operating Budget and 48 CFR Part 31 or 2 CFR Part 230, the terms of 48 CFR Part 31 or 2 CFR Part 230 shall control.
- D. CHA shall not be required to give approval of an invoice or make payments pursuant to a submitted invoice unless: (i) the required information is included in the invoice; (ii) any information requested by CHA is provided; (iii) all the reporting requirements are met; (iv) all Deliverables have been received; or (v) other reasonable requests of CHA for additional information have been met.
- E. All invoices shall be subject to review and approval by CHA. CHA will make commercially reasonable efforts to make payment for Services within thirty (30) days after receipt and approval of each invoice. If CHA objects to all or any portion of any invoice, it shall notify DFSS of its objection in writing, and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion of an invoice. All disputes regarding invoices shall be handled pursuant to the terms of Article 5.
- F. Any costs incurred by DFSS after the expiration or termination date of the Agreement may not be eligible for reimbursement.

Section 4.04 Non-Appropriation

Funding for this Agreement is subject to: (i) availability of Federal funds from HUD; and (ii) the approval of funding by CHA's Board of Commissioners. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period of CHA for payments to DFSS, CHA will notify DFSS of such occurrence, and this Agreement shall terminate on the earlier of: (a) the last day of the fiscal period for which sufficient appropriation was made; or (b) when the funds appropriated for payment are exhausted. No payments shall be made or due DFSS other than the amounts appropriated and budgeted by CHA to fund payments hereunder.

Section 4.05 Audit

- A. CHA retains an irrevocable right to independently, or, through a third party, audit DFSS books and records pertaining to this Agreement. Further, CHA retains the right to audit, through its staff or a third party, all bills or files which are or have been the subject matter of any billing under this Agreement.
- B. Any audit will require DFSS to produce: (i) documentation to support the billing it submitted; (ii) any individual who has submitted billing on behalf of DFSS; and (iii) any DFSS personnel who has knowledge or information regarding any billing.
- C. CHA retains the right to disallow any inappropriate billings upon written notice to DFSS. In the event of a disallowance, DFSS shall, if such amount has been paid to DFSS, refund the amount that has been disallowed to CHA.

ARTICLE 5 DISPUTES

Section 5.01 Disputes

A dispute between CHA and DFSS that has not been resolved shall be referred to the Commissioner of DFSS ("Commissioner") and CHA's Chief Executive Officer ("CEO"). Either party may give written notice of the dispute to both the Commissioner and the CEO, who shall meet within thirty (30) days of receipt of the written notice to resolve the dispute. In the event the Commissioner and the CEO fail to resolve the dispute, either party may pursue its remedies at law and shall endeavor to do so within one (1) year of the date of receipt of the written notice of the dispute.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance

CHA acknowledges that DFSS is self-insured for the insurance requirements of CHA in this Section 6.01; however, DFSS shall require its subcontractors, if any, providing Services to procure, pay for and maintain during the Term, insurance in the minimum amounts pursuant to Insurance Requirements, Exhibit D, attached hereto and incorporated herein.

Section 6.02 Indemnification

- A. DFSS agrees to protect, defend, indemnify, keep safe, and hold CHA, its officers, commissioners, officials, employees, agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees, including attorney fees, or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments, settlements, proceedings, or causes of action of any kind, nature and character (collectively, "Claims"). The foregoing is applicable in connection with or arising: (i)

directly or indirectly out of this Agreement; and/or (ii) the acts and omissions of DFSS, its agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification section.

- B. The following Claims shall be included in the indemnity hereunder: (i) relating to personal injury, death, or damage to property (ii) defects in material or workmanship; (iii) actual or alleged infringement of any patent, trademark, copyright or any other tangible or intangible personal or property right; or (iv) any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court.
- C. DFSS agrees to investigate, respond to, provide defense for, and defend all suits for any Claims at its sole expense, and agrees to bear all the costs and expenses related thereto, even if the Claim(s) is/are considered groundless, false or fraudulent.
- D. To the extent permissible by law, DFSS waives any limits on its liability it would otherwise have with respect to the Workers' Compensation Act or any other law or judicial decision, specifically, Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991).
- E. CHA shall have the right, at DFSS's expense, to participate in the defense of any Claim, without relieving DFSS of any of its obligations hereunder. DFSS agrees that the requirements set forth in this Section 6.02 to protect, defend, indemnify, keep, save and hold CHA free and harmless are separate from and not limited by DFSS's responsibility to obtain, procure and maintain insurance pursuant to Section 6.01.
- F. The indemnities contained in this Section 6.02 shall survive the expiration or termination of this Agreement.

ARTICLE 7 TERMINATION

Section 7.01 Termination

Either party may terminate this Agreement, or any portion of the Services, at any time by giving the other party sixty (60) days' prior written notice.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES; CONFLICTS OF INTEREST; AND CHA DUTIES AND RESPONSIBILITIES

Section 8.01 Representations and Warranties

DFSS represents and warrants:

- A. It has read the provisions of 18 U.S.C. §666(a)(2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et. seq., and it and its officers and employees will comply with the provisions set forth therein. DFSS further warrants and represents, to the best of its

knowledge, it nor its subcontractors, are in violation of 18 U.S.C. §666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended.

- B. It has read CHA's Ethics Policy adopted September 21, 2021, as amended, and agrees to comply with its provisions.
- C. It shall obtain prior written approval from CHA to use HUD funds in any way other than as specified in this Agreement.

Section 8.02 Conflict of Interest and Lobbying

- A. No member of the governing body of CHA, other units of government, and no other officer, employee, or agent of CHA, or other unit of government, who exercises any functions or responsibilities in connection with the Services pursuant to this Agreement, shall have any direct or indirect personal interest in this Agreement.
- B. No member of or delegate to the Congress of the United States or the Illinois General Assembly and/or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit arising therefrom.
- C. DFSS represents and warrants that it and its employees and subcontractors presently have no interest and shall acquire no interest, direct or indirect, in this Agreement, which would conflict with the performance of the Services. DFSS further represents and warrants that in the performance of Services, no person having any such interest shall be employed by DFSS.
- D. Pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR §85.36(b)(3), no person who is an employee, agent, consultant, officer, or appointed official of CHA who: (i) exercises or has exercised any functions or responsibilities with respect to HUD assisted activities; or (ii) is in a position to participate in a decision making process or gain inside information with regard to such HUD activities, may obtain: (a) a financial interest or benefit from the activity; (b) have an interest in any contract, subcontract, or agreement with respect thereto; or (c) the proceeds thereunder, either for himself/herself or for those whom he/she has family or business ties, during his/her tenure with DFSS or for one (1) year thereafter.
- E. DFSS represents and warrants that it will comply with all 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. Subsection 1352, and any related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-liability of Public Officials

No official, employee or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense,

or be held personally liable to either party under this Agreement because of either party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Section 8.04 CHA Duties and Responsibilities

During the Term with respect to the Golden Diners Program, CHA agrees to operate the nutrition sites in accordance with policies and procedures of DFSS as outlined in Exhibit E, the "Congregate Site Guidelines," attached hereto and incorporated herein, and agrees to the terms outlined in Exhibit F, CHA's Duties and Responsibilities, attached hereto and incorporated herein.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement and the Exhibits attached hereto and incorporated herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement. Further, all prior agreements and understandings between the parties are superseded by this Agreement.

Section 9.02 Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute a single instrument.

Section 9.03 Amendments

No changes, amendments, modification, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by the Chief Executive Officer of CHA or his/her respective designees. CHA shall incur no liability for additional Services without a written amendment to this Agreement.

Section 9.04 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of the other party, either by registered or certified mail addressed to the applicable office as provided in this Agreement, or by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by either party concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.05 Severability

If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall not be affected thereby.

Section 9.06 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibit or document entered into pursuant to the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities pursuant to the terms of this Agreement.

Section 9.07 Successors and Assigns

All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.08 Waiver

If CHA by a proper authority waives DFSS' performance in any respect or waives a requirement or condition to either CHA's or DFSS' performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times CHA may have waived the performance, requirement or condition.

Section 9.09 Independent Contractor

DFSS shall perform under this Agreement as an independent contractor to CHA and not as a representative, employee, agent, joint venture, or partner of CHA.

Section 9.10 Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement which might be due to strikes, shortages, riots, insurrection, fires, flood, storm, other weather conditions, explosion, acts of God, war, government action, inability to obtain delivery of parts, supplies or labor, third party labor conditions (including strikes, lockouts or other industrial disturbances), earthquakes, riots, acts of terrorism, pandemic, endemic, or any other cause which is beyond the reasonable control of such party.

ARTICLE 10. COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All communication including required reports and submissions between DFSS and CHA shall be through CHA's Division of Resident Services. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

All notices and communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) when delivered personally; (ii) one (1) day after delivery to an overnight delivery courier; (iii) the fifth (5th) day following the date of deposit in the United States mail if sent first class, postage prepaid, by registered or certified mail; or (iv) upon confirmation of receipt when such notice or other communication is sent by electronic submission (e.g., email). Notice will be sent to the parties at the following addresses or at such other address as a party shall notify the other in writing:

For DFSS:

City of Chicago Department of Family and Support Services
1615 West Chicago Avenue
Chicago, Illinois 60622
Attn: Commissioner Brandie Knazze

With a Copy to: Finance and Economic Development Division
Department of Law
City of Chicago
121 N. LaSalle St., Suite 600
Chicago, Illinois 60602

For CHA:

Chicago Housing Authority
60 E. Van Buren St., 10th Floor
Chicago, Illinois 60605
Attn: Chief Resident Services Officer

With a Copy to: Chicago Housing Authority
Office of the General Counsel
60 E. Van Buren St., 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

ARTICLE 11. AUTHORITY

Section 11.01 CHA Authority

Execution of this Agreement is authorized by resolution of CHA's Board of Commissioners dated November 19, 2024, approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § 1437 et seq.; regulations promulgated by HUD, and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended; and other applicable laws, regulations and ordinances.

Section 11.02 DFSS Authority

Execution of this Agreement by DFSS is authorized by the City of Chicago's Fiscal Year 2025 Annual Appropriation Ordinance enacted by the City Council of the City of Chicago.

[Signatures on Next Page]

IN WITNESS WHEREOF, the CHA and the DFSS have executed this Agreement as of the Effective Date.

CHICAGO HOUSING AUTHORITY

By: Sheila Johnson
Sheila Johnson
Deputy Chief Procurement Officer
Department of Procurement and Contracts

**CITY OF CHICAGO, BY AND
THROUGH ITS DEPARTMENT OF
FAMILY AND SUPPORT SERVICES**

By: Maura McCauley
Print: Maura McCauley
Title: Acting Commissioner

Approved as to Form and Legality:

By: Elizabeth Silas
Elizabeth Silas (Apr 17, 2025 13:55 CDT)
Elizabeth Silas
Acting Chief Legal Officer
Office of the General Counsel

EXHIBIT A

SCOPE OF SERVICES/STATEMENT OF WORK

January 1, 2025 – December 31, 2026

The Chicago Department of Family and Support Services (“DFSS”) shall provide family support, homelessness prevention, senior meal services and youth development through programs outlined in this Scope of Services. Services are designated for a specific target population. The overall target population includes leaseholders that receive a subsidy from the Chicago Housing Authority and their family members. The specific target population varies by program. The terms related to the target populations that are included in the Agreement are:

- CHA Household refers to leaseholders receiving a subsidy from CHA and their family members as reflected on a valid CHA lease agreement.
- CHA Youth refers to CHA dependent Household members.
- Adult Worker refers to CHA Household members participating in subsidized employment for the Golden Diners program.

DFSS shall administer Services to CHA Households through the programs listed below. DFSS shall prioritize referrals from CHA and other CHA-sponsored programs.

I. Services for Individuals/Families Experiencing Homelessness

A. Special Initiatives and Pilot Programs

In collaboration with CHA, DFSS shall provide support services, through its delegate agencies, to CHA Households participating in the Housing Choice Voucher program for transition aged homeless youth (“TAY”), homeless families that frequently use shelters (“FUSE”), and the Chronic Homeless pilot (“CHP”). Special initiative programs are at capacity and closed to new participants. DFSS shall collaborate with CHA on a transition plan for Services to families in special initiative programs, but minimal support will continue for only those in the program at the start of each new year.

1. Transition Aged Youth
 - a. DFSS delegate agencies received referrals from the Coordinated Entry System for youth ages 18-24.
 - b. Youth were provided housing location and application assistance to secure a voucher and unit.
 - c. Delegate agencies provide education and employment-focused case management services to help youth increase income through employment and improved educational success.

2. Families that Are Frequent Users of Shelter
 - a. DFSS delegate agencies received referrals from the Coordinated Entry System for families with multiple episodes of homelessness.
 - b. Families were provided housing location and application assistance to secure a voucher and unit.
 - c. Delegate agencies provide trauma-informed counseling, education, and employment-focused case management services to help adults increase income through benefits and/or employment.
 - d. Delegate agencies provide a range of child-focused services to support children in the families (e.g., support with school enrollment, developmental screenings, and connections to primary and behavioral health care).
3. Chronic Homeless Pilot
 - a. DFSS delegate agency originally placed individuals living under viaducts in Uptown in this program; however, turnover referrals now come from the Coordinated Entry System.
 - b. Individuals were provided housing location and application assistance to secure a voucher and unit.
 - c. Delegate agencies provide trauma-informed counseling and case management services to help adults increase income through benefits and/or employment.

Because of the medical complexity of CHP clients, services are also focused on connections to primary and behavioral health care to promote long-term housing stability.

II. Golden Diners – Congregate Meals for Seniors

1. DFSS shall provide participating residents at twenty (20) eligible CHA senior buildings with a daily full course meal that meets the recommended dietary allowances for older adults. Any change to the number of buildings served must be mutually agreed upon by CHA and DFSS, unless DFSS must close a site due to issues related to health and safety.
2. DFSS Assistant Community Living Specialists (“ACLS”) shall oversee the daily nutrition site operations.
3. DFSS shall coordinate with CHA staff and its contracted workforce provider at Golden Diners sites to oversee CHA Adult Workers who are enrolled in the CHA Golden Diners Employment Training and Placement program. The CHA Adult Workers shall be placed in each senior building, with subsidized wages provided by the CHA-contracted workforce provider. CHA Adult Workers shall be responsible for serving the meals and performing all other duties related to the operation of the program and shall receive supervision and support from DFSS’s ACLS, CHA Office of Resident Services, CHA Property and Asset Management staff, CHA contracted onsite property management, Resident Service Coordinator(s), and CHA contracted Golden Diners Program training and placement provider(s).

III. Youth Services

1. DFSS shall collaborate with CHA to identify CHA Youth who are eligible for enrollment in youth services. DFSS shall document participation and activities using a methodology approved by CHA.
2. DFSS shall provide structured enrichment opportunities for CHA Youth, during out of school time ,including school breaks (Out of School Time - All Year Program) for approximately three hundred sixty (360) hours per year.
3. DFSS shall provide programming during the summer months for one hundred twenty (120) hours per year for CHA Youth, ages 6-21 (Summer Only Program).

IV. Reporting and Evaluation

1. DFSS shall provide programmatic reports quarterly of program activity as reflected in the Program Targets and Enrollments pursuant to Exhibit B, attached hereto and incorporated herein:
 - 1) Youth Services – reports shall include delegate agencies and subcontract amounts, number of participants and activities.
 - 2) Golden Diners Program – reports shall include the number of meals served in each CHA senior building.
 - 3) Special Initiatives and Pilot Programs – reports shall include delegate agencies and subcontract amounts, vouchers assigned, participants enrolled, engagement in supportive services, education, or employment services, exits and reason for exits.
2. Upon request, DFSS shall participate in meetings with CHA to review the status of services offered for youth services.
3. DFSS and CHA shall collaborate on a data strategy to identify CHA Household members participating in early childhood, youth services and other programs offered by DFSS.
4. CHA and DFSS shall collaborate to create a template to document the various programs identified in the Statement of Work. All reports provided by DFSS shall be submitted to the Chief and Deputy Chief in the Office of Resident Services.
5. DFSS will provide CHA with the list of approved DFSS delegate agencies and collaboratively determine those agencies already in high need communities. If there are gaps in service areas, DFSS will work with CHA and the DFSS delegate agencies to develop services in those communities.

EXHIBIT B

PROGRAM TARGETS AND ENROLLMENTS

Activity	Annual Goal
Special Initiatives for Individuals/Families Experiencing Homelessness <ul style="list-style-type: none">• TAY/FUSE	55
Number of Golden Diners Meals Served	200,000
Number of CHA Youth Participating in After School, Summer and Vacation Day Programs Funded Through the IGA (Youth Services)	400
Number of CHA Youth Participating in After School, Summer and Vacation Day Programs not Funded through the IGA	800

EXHIBIT C

PROJECT OPERATING BUDGET

JANUARY 1, 2025 – DECEMBER 31, 2026

Program	Two Year Amount
Special Initiatives and Pilot Programs (Services for Individuals/Families Experiencing Homelessness)	\$238,184
Golden Diners Program	\$1,026,216
Youth Services - After School, Summer, and Vacation Day Programs	\$1,110,400
Indirect Administrative Cost	\$189,200
Total	\$2,564,000

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the commencement of this Agreement, Contractor shall procure and maintain at all times during the term of this Agreement insurance against claims for bodily injury or property damage which may arise from or in connection with Services and from the negligent acts, omissions and errors of Contractor, its officers, agents, representatives or employees. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII.

Minimum Coverage and Limit Requirements

1. **Commercial General Liability:** General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.
2. **Workers' Compensation and Employer's Liability:** Coverage must be in accordance with the laws of the State of Illinois and include a waiver of subrogation in favor of the Chicago Housing Authority.
 - o Coverage A – Statutory Limits
 - o Coverage B - Employers Liability - \$500,000 bodily injury or disease each accident; each employee
3. **Auto Liability:** Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services, coverage limits of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage.
4. **Sexual Abuse and Molestation Liability:** Required when Contractors will provide services or activities to minors on (or off) the premises. Sexual Abuse and Molestation Insurance coverage shall be maintained with a limit of \$1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). Manager and Chicago Housing Authority shall be endorsed as an additional insured on Manager's policy on a primary and non-contributory basis.
5. **Professional Liability:** Coverage is required when services are performed by licensed professionals and/or Scope of Services/Statement of Work involves performing any financial, auditing, consulting, design, engineering, surveying, testing, or other professional services. Professional Liability insurance appropriate to Contractor's profession shall provide coverage for the acts, errors, or omissions with a limit of not less than \$1,000,000 per claim or occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years following termination or expiration of Agreement.

Related Insurance Requirements

The Certificate of Insurance evidencing the minimum coverages required herein shall be in force on the Effective Date of the Agreement and continuously throughout the term of the Agreement. The required documentation must be received prior to the commencement of work or services under this Agreement.

It is understood and agreed to by the parties that Chicago Housing Authority and others listed below shall be included as Additional Insureds on Contractor's liability policies, with the exception of Professional Liability and Employer's Liability, and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs available to Chicago Housing Authority.

Certificate Holder: Chicago Housing Authority
60 E Van Buren St
Chicago, IL 60605

Additional Insureds: Collectively referred to as the "Additional Insureds" shall include Chicago Housing Authority; Chicago Housing Administration, LLC; and/or other Partnership, and/or Limited Liability Company as established by Chicago Housing Authority; its respective commissioners, board members, officers, directors, property management firms, agents, employees, invitees and visitors.

Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be the primary policy. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by Chicago Housing Authority shall apply in excess of and shall not contribute with insurance provided by Contractor.

Prior to the issuing of the Notice to Proceed by the Chicago Housing Authority, Contractor shall submit a Certificate of Insurance via PINS Advantage Certificate Tracking System, evidencing compliance with the insurance requirements set forth above. Contractor will receive an email with instructions for the submission of its insurance. Copies of the endorsement(s) adding the Chicago Housing Authority to Contractor's policy as an additional insured are required upon request. Updated Certificates of Insurance are required for policies which renew during the term of this Agreement or extensions thereof. Under no circumstances shall Contractor allow any required coverage to lapse, cancel or non-renew throughout the term of the Agreement or extensions thereof.

At the Chicago Housing Authority's option, non-compliance with the above insurance terms will result in: (1) all payments due Contractor being withheld until Contractor has complied; (2) Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) Contractor will be immediately removed from the premises (if applicable) and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the Chicago Housing Authority that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the Chicago Housing Authority in the event coverage is substantially changed, canceled or non-renewed.

The Chicago Housing Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Chicago Housing Authority from liabilities that might arise out of the performance of the Services by Contractor or its subcontractors. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain sufficient insurance.

Contractor shall require all subcontractors to carry the insurance required and adhere to the same requirements and conditions as outlined above.

Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the Chicago Housing Authority shall apply in excess of and will not contribute with insurance provided by Contractor and/or any of its subcontractors.

EXHIBIT E

CONGREGATE SITE GUIDELINES

CONGREGATE DINING PROGRAM



Chicago Department of Family & Support Services (DFSS)/ Senior Services Area Agency on Aging
NUTRITION SITE GUIDELINES

I. Eligibility:

- A. Individuals 60 years of age or older, and their spouses of any age are eligible to participate, including individuals of the same sex who are legally married.
- B. Individuals with a disability who reside at home with the eligible participant and accompanies them to the dining site.
- C. Individuals with a disability who are under 60 years old and live in the housing facility where a Congregate Dining site is located.
- D. Staff, volunteers, and guests under the age of 60 are to pay the **full cost** of the meal and are not to be served until **all** eligible participants have received meals (first and second servings).

II. Registration:

- A. All eligible program participants must be registered as members of the Congregate Dining Program. Ineligible participants are not scanned or registered, but their attendance must be recorded on the **Congregate Dining Summary Page Report**.
- B. Eligible participants may register at any Regional Senior Centers or Satellite Center Monday through Friday, from 8:30 A.M. 4:00 P.M. and at any other nutrition site during regular program hours.
- C. Once registered, eligible individuals are issued a photo identification participant card. The participant cards should be shown each time the participants eat at a site for scanning into the client tracking system.
- D. If a participant is not registered, a **Congregate Meals Registration Form** must be completed. Annual renewal of registered participants is required. All nutrition sites are required to provide the **Nutrition Risk Brochures & the Food Allergies & Special Diets Notification** to each new client and upon registration renewal. Participants must be encouraged to read through the brochure and the suggestions provided to help them better understand and address their nutritional risk.
- E. If the participant is registered, but lost or forgot his or her card, the **Registered Client List** (the barcode list of registered participants attending the site) should be used to look up the client's ID# to be scanned. Complete a request to reprint client's ID card.

Chicago Department of Family & Support Services (DFSS)/ Senior Services Area Agency on Aging
NUTRITION SITE GUIDELINES

III. Confidentiality:

- A. The names, addresses, and telephone numbers of participants registered to a particular site are confidentially maintained at that site for exclusive use by staff.
- B. It is the responsibility of all individuals connected with the Golden Diners Program to assure confidentiality regarding the amount of money contributed by clients to the program, in conformance with the Federal Regulations.

IV. Meal Reservations:

- A. A reservation system is intended to ensure that all eligible persons requesting meals will be given sufficient opportunity to be served.
- B. Some sites may utilize a reservation system. Other sites may offer meals on a first come, first serve basis. Each site may determine its own system.

V. Meal Orders:

- A. The number of meals to be ordered for a site is to be determined by the daily participation rates and reservation system (if one is utilized). Nutrition Supervisors should adjust the number of meals to reduce seconds and turn-a-ways.
- B. Requests to change regular meal orders or to cancel meal service must be submitted to the **Central Office Nutrition Unit (312-743-1014) by 11:30 a.m.** of the day prior to the affected day of service or as otherwise directed.
- C. Box lunches must be ordered 48 hours (2 days) before they are to be served. All changes to box lunch meal orders must be made 48 hours *prior to* the meal service.
- D. Requests for changes in meal orders for pre-plated (pre-plated) meals are to be made by 11:30 a.m. 48 hours (2 days) *prior to* the meal service.
- E. Requests for changes to "special meals" are to be made by 11:30 a.m. 72 hours (3 days) prior to the service.
- F. Requests will be accepted only from Nutrition Supervisors or their designated representatives.

Chicago Department of Family & Support Services (DFSS)/ Senior Services Area Agency on Aging
NUTRITION SITE GUIDELINES

VI. Meal Portions:

All meals served follow the meal pattern developed by the Illinois Department on Aging and conform to the current Dietary Guidelines for Americans. All menus are approved by a Registered Dietician. Each meal served at Golden Diners sites is consistent with the following:

- Meat or meat alternative: 3 ounces, solid meat item; or 6 to 8 ounces, casserole item, depending on starch or vegetable content; or a protein substitute such as beans, tofu, or other protein;
- Vegetables - (2) serving(s): 1/2 cup equivalent - may serve an additional vegetable instead of a fruit;
- Fruit - (1) serving: 1/2 cup equivalent - may serve an additional fruit instead of a vegetable; Grains, bread or bread alternative (preferably whole grain) - (2) servings - two slices (1 ounce each) or 1 cup of cooked pasta or rice;
- Milk - 8 ounces (low fat);
- Coffee - one 6-ounce cup, as requested;
- Sugar - one packet, with coffee or tea when requested; artificial sweetener is available, as requested;
- Salt/Pepper - one packet of each, as requested;
- Tea - one bag, as requested;
- Creamer - one packet, with coffee or tea as requested.

VII. Food Deliveries:

- A. All food items are to be checked when delivered by the Hospitality Worker prior to the caterer's driver leaving to determine:
1. Delivery of all items indicated on the menu;
 2. Exact number of meals as ordered;
 3. Temperature of the food: hot food, no less than **135 degrees Fahrenheit** and cold food, no more than 41 degrees Fahrenheit.
 4. Food must be maintained at the site at the proper temperatures and protected from contamination in accordance with the Chicago Department of Public Health codes at all times prior to serving to the participants.

Chicago Department of Family & Support Services (DFSS)/ Senior Services Area Agency on Aging
NUTRITION SITE GUIDELINES

- B. The delivery ticket is to be signed with the time of delivery indicated on the receipt by program staff only (unless other designee is approved) after all food is checked for proper delivery.
- C. Any irregularities or shortages in the food delivery are to be reported to the Central Office Nutrition Unit Hotline at 312-743-1014 immediately.
- D. If food contamination is suspected, the following procedure should be initiated:
 - 1. A call must be made by the Hospitality Worker to the Nutrition Supervisor who in turn notifies the Nutrition Program Manager or in his/her absence, the Program Deputy.
 - 2. The Chicago Department of Public Health will be notified of possible food contamination.
 - 3. The food should be kept in its original container, if possible, for further analysis as required by the Chicago Department of Public Health.

VIII. Serving Second Helpings:

- A. Second helpings must be offered to eligible participants if food remains after all eligible participants have received a first serving.
- B. Meals served as seconds shall be included in the meals served counts on the site reports.
- C. Any food remaining after seconds may be served as appropriate; however, no food is to be taken from the site by staff.
- D. Safety of the food after it has been served to a participant and when it has been removed from the congregate site is the responsibility of the recipient and may be consumed as the participant deems appropriate. The **Do Not Remove Food from the Nutrition Site** must be posted which warns participants of the health hazards associated with the removal of food from the congregate nutrition site.

IX. Client Contributions:

- A. Eligible participants are given the opportunity to make voluntary contributions toward the cost of the meal. All contributions are used toward the purchase of additional meals. The suggested contribution is **\$2.00**. No eligible participant will be denied a meal because of his/her inability or unwillingness to contribute.
- B. Staff and volunteers who are 60 years of age and older, participating in the Golden Diners Program are encouraged to contribute toward the cost of their meals based on their ability to pay.

Chicago Department of Family & Support Services (DFSS)/ Senior Services Area Agency on Aging
NUTRITION SITE GUIDELINES

- C. Link Cards are accepted.
- D. All contributions are confidential and must be kept in a secure location on site.

X. Posted Information:

- A. The following items must be posted at each site and maintained current:
 - 1. **"Welcome to the Golden Diners"** sign listing serving time and names and phone numbers of nutrition supervisor and host agency supervisor;
 - 2. **Current Menu;**
 - 3. **A weekly or monthly schedule of site activities;**
 - 4. **Regional Center Monthly Calendar;**
 - 5. **Emergency Procedure Posters** (CPR, Heimlich Maneuver, etc.);
 - 6. **Department of Public Health**
 - 7. **Food Sanitation Certificate(s);**
 - 8. **Food Safety Sign;**
 - 9. **Do Not Remove Food from Nutrition Site;**
 - 10. **Link Card sign;**
 - 11. **Nutrition Site List;**
 - 12. **Nutrition Site Guidelines;**
 - 13. **Discrimination Policy Sign;**
 - 14. **Non-smoking Sign;**
 - 15. **Hand washing Sign** (*posted at each hand sink*)
 - 16. **Health Department Required Policies/Signs: Employee Health Policies** for each worker, the **Vomit/Diarrhea Cleanup Policy** and the **Hand Wash signs** at each hand sink are placed in the designated locations at each site

Chicago Department of Family & Support Services (DFSS)/ Senior Services Area Agency on Aging
NUTRITION SITE GUIDELINES

XI. Local Focus Group:

- A. A site meeting, consisting of site participants, DFSS Senior Services staff and Host Agency staff may meet regularly to discuss:
 - 1. the decor and furnishing of the site;
 - 2. the days and hours of site operation;
 - 3. menus - complaints and compliments;
 - 4. social and supportive programs offered at the site; and through DFSS Senior Services Area Agency on Aging;
 - 5. available recreational opportunities;
 - 6. meal reservation system;
 - 7. outreach to increase the participation and number of meals served.
 - 8. The DFSS Senior Services Nutrition Supervisor and Host Agency Site Supervisor will ensure that minutes of the meetings are maintained, and copies forwarded to the DFSS Nutrition Program Manager.

XII. Conduct of Staff and Volunteers:

- A. The Hospitality Workers and Volunteers at Golden Diners site are the hosts or hostesses who extend the hand of hospitality to all participants in the Golden Diners Program. Courtesy, kindness, compassion, and friendliness must be shown to those who are served at all times, under all circumstances.
- B. When new participants arrive at the site for the first time, staff & volunteers should:
 - 1. Extend a VERY WARM WELCOME;
 - 2. Introduce themselves;
 - 3. Show them the current menu;
 - 4. Tell them about programs and activities at the site and encourage them to participate;
 - 5. Inform them of the policy of voluntary contributions and the suggested donation amount but emphasize that it is voluntary. Be sure that they understand that they are welcome to participate regardless of contribution. Inform them that link cards are accepted;

Chicago Department of Family & Support Services (DFSS)/ Senior Services Area Agency on Aging
NUTRITION SITE GUIDELINES

6. Introduce them to other participants, if appropriate;
 7. Inform them about becoming a registered participant;
 8. When a new participant leaves, invite them back, reminding them of special menus and special programs;
- C. When regular participants arrive at a Golden Diners Site:
1. Always greet them warmly.
 2. Add a personal touch without being familiar.
 3. Inform them of the day's menu.
- D. Hospitality Workers and Volunteers should announce to all participants each day the following:
1. The menu for the following day.
 2. Program/activities occurring in the near future.
 3. Upcoming special menus for special events.
 4. Introduce new participants, as well as visitors and guests at the site.

XIII. Conduct of Participants:

If a participant becomes unruly or offensive to other participants, the Nutrition Supervisor and the Host Agency Site Supervisor should make every effort to obtain counseling for, or provide counseling to, the disruptive person. The Supervisors must complete a written report which documents the behavior and the efforts taken to resolve the problem and forward the information to the DFSS Nutrition Program Manager. Appropriate follow-up will be conducted to ensure a proper disposition.

XIV. Host Agency Responsibility:

As part of the contractual agreement, but not limited to the items listed below, the Host Agency will adhere to the following:

- A. Operate the nutrition site for a minimum of five days a week, or as otherwise designated in the agreement. All dining sites will be closed on the following days: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. The sites may elect to be closed on City designated holidays: Lincoln's Birthday, Washington's Birthday, Pulaski Day, Dr. Martin Luther King's Birthday, Columbus Day, Veteran's Day, or other days as long as arranged by prior agreement with the DFSS Senior Services Area Agency on Aging.

Chicago Department of Family & Support Services (DFSS)/ Senior Services Area Agency on Aging
NUTRITION SITE GUIDELINES

- B. Operate the Nutrition Site in accordance with state and local codes and standards or fire, health, safety, sanitation, and accessibility as prescribed under the law or regulations. The Host Agency is responsible for correcting any violations as indicated through inspections. Further, the Host Agency is responsible for attending administrative hearings regarding violation(s) and payment of fines resulting from judgments. Repeated violations may be cause for dismissal from the program.
- C. Provide adequate space and appropriate facilities during food prep and set up time for thorough clean-up. The Host Agency must provide comfortable dining conditions and allow recreational activities for the participants at the Nutrition Site and ensure that the Nutrition Program participants are neither displaced nor confined to accommodate other agency activities in the space designated for the Nutrition Program.
- D. Identify and provide (for each site) one person designated as the Site Supervisor to be responsible for the on-site supervision of the Nutrition Site and to be accessible to DFSS Senior Services Area Agency on Aging during program operation.
- E. Identify and provide a minimum of two (2) volunteers to support the operation of the Nutrition Site.
- F. Maintain a minimum daily average attendance as specified in the agreement at each site. Failure to maintain the daily average may be cause for dismissal from the program.
- G. Provide outreach in the community to older adults with the greatest social and economic need, specifically, low-income minority older adults and individuals with limited English proficiency, mobility limited, isolated, vulnerable, disadvantaged elderly to afford them the opportunity to participate in the Nutrition Program using a combination of the following: door-to-door contact, local media, community agencies, groups, clubs, faith-based organizations.
- H. Provide a minimum of one activity per week as to foster the health and social well-being of the Nutrition Program participants through social interaction and the satisfying use of free time. A recreational activity is defined for this requirement as a planned program, or exercise class, table games or space available for structured or unplanned activities.
- I. Assume responsibility for the safekeeping of the caterer's equipment (catered site) and DFSS Senior Services equipment and supplies left on the premises at each site. Subject responsibility may include scanners, file cabinets, steam tables, coffee making equipment, pans, covers, reusable containers and carriers left for use at the sites and paper supplies and plastic utensils.

Chicago Department of Family & Support Services (DFSS)/ Senior Services Area Agency on Aging
NUTRITION SITE GUIDELINES

- J. Provide adequate maintenance to ensure that the facilities utilized by the Nutrition Program are clean, safe and in good repair.
- K. Provide a refrigerator (and stove where appropriate) for each site to be used for the Nutrition Program and to ensure the proper maintenance and repair of such equipment. Repair and maintenance of equipment owned by the Host Agency and used in the Nutrition Program is the responsibility of the Host Agency.
- L. Provide space on a bulletin board for posting cycle menus, as well as other DFSS information, at each site.

XV. Glossary of Terms Used in This Document:

Site Supervisor: The individual that is designated by the host agency to coordinate the operation of the Nutrition Program with the DFSS staff.

Host Agency: The agency or organization that is providing space for the program in their facility for four hours per day.

Nutrition Supervisor: The DFSS Senior Services staff person who is responsible for the management of the program at a particular site. They are responsible for the operation of the food service, the supervision of the DFSS Senior Services staff and volunteers, coordination of activities planned by Senior Services for the site (if planned by DFSS) and all reports associated with the operation of the site.

Hospitality Worker: The DFSS Senior Services staff that are assigned to a site. They are responsible for the day-to-day operation of the food service and all site related paperwork required by the program.

EXHIBIT F

CHA DUTIES AND RESPONSIBILITIES [NUTRITION SITES FOR GOLDEN DINERS PROGRAM]

- A. To operate the nutrition site five (5) days per week. The sites must be closed on the following major holidays: New Year's Day, Labor Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. The sites may elect to be closed on the following other City of Chicago designated holidays: Lincoln's Birthday, Washington's Birthday, Pulaski Day, Dr. Martin Luther King's Birthday, Columbus Day, Veteran's Day, or other days as long as arranged by prior agreement with DFSS.
- B. To operate the nutrition sites in accordance with state and local codes and standards of fire, health, safety, sanitation and accessibility as prescribed under the applicable laws or regulations. It is expressly understood that CHA facilities are currently compliant with state and local codes, as applicable to CHA. However, DFSS shall ensure that its staff does not make any alterations or changes to CHA facilities that would make such facilities be out of compliance with state and local codes and/or standards.
- C. To provide adequate space and appropriate facilities during food prep and set up time and through the clean-up time, CHA must provide comfortable dining conditions and allow recreational activities for the participants at the nutrition sites and ensure that the Golden Diners participants are neither displaced nor confined to accommodate other agency activities in the space designated for the Golden Diners Program.
- D. To maintain a minimum daily average attendance of at least thirty (30) participants at each nutrition site. If a site does not maintain this average, DFSS shall confer with CHA on possible solutions to this problem, but DFSS retains the right thereafter to close the site due to low participation.
- E. To provide outreach in CHA buildings to the mobility limited, isolated, vulnerable, or disadvantaged elderly to afford them the opportunity to participate in the Nutrition Program.
- F. To designate an agency partner who is an employee of CHA or its management company to attend training and workshop sessions necessary for the effective administration of the sites as required by DFSS.
- G. To provide securable facilities for the safekeeping of the caterer's equipment left on the premises at each site. Such equipment items may include steam tables, coffee making equipment, pans, covers, reusable containers, carriers, paper supplies and plastic utensils left for use at the sites.
- H. To provide securable facilities for the safekeeping of the daily cash contributions as collected from the program participants. DFSS will provide a locking cabinet within which the contributions will be stored. The co-sponsoring agency is responsible for the placement of the cabinet in a secure location near the dining area.
- I. To provide adequate maintenance to ensure that the facilities utilized by the Nutrition Program are clean, safe, and in good repair.

- J. To provide a refrigerator (and stove where appropriate) for each site to be used for the Nutrition Program and to ensure the proper maintenance and repair of such equipment. The repair and maintenance of equipment owned by the co-sponsoring agency and used in the Nutrition Program is the responsibility of the co-sponsoring agency.
- K. To provide space for DFSS on a bulletin board for posting the menu cycle, other DFSS information, and fact sheets, at each site.
- L. To correct any Chicago Board of Health violations as indicated through inspections. Co-sponsoring agency is responsible for attending administrative hearings regarding violation(s) and payment of fines resulting from judgments. Repeated violations may be cause for removal of the Golden Diners Program from said facility.
- M. To comply with the requirement that all other information maintained on persons served under this Agreement are confidential and shall be protected by the co-sponsoring agency from unauthorized disclosure.