

**CONTRACT NO. 13266**

**PROFESSIONAL SERVICES AGREEMENT**

**SUMMER YOUTH EMPLOYMENT PROGRAM**

**BETWEEN**

**CHICAGO HOUSING AUTHORITY**

**AND**

**THE KINDNESS CAMPAIGN**

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## **AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into as of **April 1, 2025** (“Effective Date”), by and between the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation, with an address at 60 E Van Buren St, Chicago, IL 60605 (the “CHA”) and **THE KINDNESS CAMPAIGN**, with an address at 703 E 75<sup>th</sup> St, Chicago, IL 60619 (“Contractor”). The CHA and Contractor may also be referred to individually as a “Party” and collectively as “Parties.”

## **RECITALS**

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

**WHEREAS**, the CHA released a Request for Quotes (“RFQ”) on or about February 7, 2025, requesting quotes from youth and workforce organizations to provide Summer Youth Employment Programs and administration of the Programs;

**WHEREAS**, Contractor submitted a response to the RFQ on or about February 14, 2025, indicating it is ready, willing and able to provide the services set forth in the RFQ;

**WHEREAS**, the CHA evaluated Contractor’s response to the RFQ in a clarification meeting on or about February 20, 2025;

**WHEREAS**, the CHA recommended entering into an agreement with Contractor in the clarification meeting on or about February 20, 2025;

**WHEREAS**, the Summer Youth Employment Program is part of the Chicago Mayor’s One Summer Chicago Initiative which offers over 30,000 employment and internship opportunities to youth and young adults residing in the City of Chicago;

**WHEREAS**, the CHA’s participation in the Summer Youth Employment Program contributes to the City of Chicago’s total enrollment goal of the Chicago Mayor’s One Summer Chicago Initiative; and

**WHEREAS**, the CHA and Contractor desire to enter into the Agreement for Contractor to provide a program for summer youth employment services and administration as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and the terms set forth herein, the Parties 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.

## Section 1.02 Definitions.

- A. “Agreement” means this Professional Legal Services Agreement, including all exhibits attached hereto and incorporated herein by reference, amendments, modifications and/or revisions made in accordance with its terms.
- B. “Deliverables” means all memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, research, opinions, data, studies, findings and information generated, prepared and/or collected in connection with this Agreement.
- C. Key Personnel” means those job titles and persons assigned to their respective positions pursuant to Section 2.07.
- D. “Section 3” means 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.

## ARTICLE 2. PROGRAM, SERVICES, STATEMENT OF WORK AND DELIVERABLES

### Section 2.01 Program

- A. The Summer Youth Employment Program (“Program”) is part of the Chicago Mayor’s One Summer Chicago Initiative (“Initiative”), which brings together government institutions, community-based organizations, and corporate entities to offer over 30,000 employment and internship opportunities to youth and young adults residing in the City. The CHA’s participation in the Program contributes to the City’s total enrollment goal of the Initiative.
- B. The Program is six (6) weeks and typically operates annually between June 23 and August 1, and offers meaningful, paid work and skill development for youth ages 15-24. The CHA has provided the Program for more than 1,000 youth since 2009. The City’s goal is to foster safe and inclusive spaces for academic and career development through virtual and in-person services using a holistic approach, which includes the health and well-being of the City’s youth.

### Section 2.02 Services and Statement of Work

- A. Contractor will administer and manage the Program targeting the CHA’s public housing residents and Housing Choice Voucher participants, ages 15-24. The Program must include training and knowledge application to enrich career, academic, leadership and social development (“Services”) of enrolled CHA residents, ages 15-24 participants using interactive and engaging techniques.
- B. The Services are more fully described in the **Statement of Work, Exhibit I**, attached hereto and incorporated herein.
- C. Contractor shall perform all Services in compliance with the **Summer Youth Employment Program - Program Guide, Exhibit II**, attached hereto and incorporated herein.

- D. Contractor shall perform in accordance with **Performance Goals and Objectives, Exhibit III**, attached hereto and incorporated herein.
- E. The CHA will use reasonable efforts to provide language assistance to ensure meaningful access to the CHA's programs and activities for Limited English Proficiency participants pursuant to the CHA's Language Assistance found at **www.cha.org**.

Section 2.03 Deliverables

- A. In carrying out Services, Contractor shall generate, prepare, collect or provide the CHA Deliverables as defined in Section 1.02. All Deliverables shall be the exclusive property of the CHA and shall not be utilized, sold or shared with any other party without the prior written consent of the CHA.
- B. The CHA reserves the right to reject any Deliverables which, in its sole judgment that do not: (i) adequately represent the intended Performance Standards pursuant to Section 2.05; (ii) include relevant information or data; (iii) include all documents specified in this Agreement or the Statement of Work; or (iv) serve the reasonably necessary purpose of the CHA. The CHA will notify the Contractor in writing of any deficiencies the CHA may identify involving a Deliverable.
- C. In performing Services, Contractor shall be responsible for any loss or damage to any Deliverables or CHA information, and any loss or damage to Deliverables or CHA information shall be restored by Contractor at the sole expense of Contractor. If Deliverables or CHA information cannot be restored, Contractor shall be responsible for any loss suffered by the CHA due to such loss or damage.
- D. Contractor shall deliver all Deliverables to the CHA promptly in accordance with the time limits prescribed in this Agreement or a Statement of Work, and if no time limit is specified, upon reasonable demand by the CHA, termination or expiration of the Agreement. When the CHA requests any Deliverables, Contractor shall deliver such Deliverables without delay. In the event Contractor fails to make such delivery upon demand, Contractor shall pay the CHA any damages, including, but not limited to, attorneys' fees and costs the CHA may incur due to Contractor's failure to timely deliver such Deliverables.
- E. Partial or incomplete Deliverables may be accepted for review only when required for a specific purpose and when consented to in advance by the CHA. Such Deliverables may not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables shall in no way relieve the Contractor of its commitments hereunder.

Section 2.04 Ownership of Deliverables

- A. All Deliverables in any form including but not limited to hard copy or electronic media will belong solely to the CHA, and Contractor will retain no rights therein. The Deliverables are as "works made for hire" pursuant to United States Copyright Act, 17 U.S.C. §101, et seq., and the CHA will be the copyright owner thereof and of all aspects, elements and components of any Deliverables. All Deliverables provided to, or prepared by Contractor, with respect to Services shall be the property of the CHA.

- B. To the extent the Deliverables do not qualify as “work made for hire,” Contractor irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefor, and other intangible, intellectual property embodied in or pertaining to the Deliverables, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute assignments if requested by the CHA without additional compensation. Contractor will document all Services performed for the CHA and will provide any such documentation to the CHA on completion of Services or earlier, if requested by the CHA. Contractor will not use Deliverables generated during performance of its Services during or after the Term, except to perform Services requested by the CHA.
- C. To the extent the CHA is unable to use the Deliverables without also using rights which are the subject of patent applications, patents, copyrights or other statutory protection owned by Contractor, Contractor grants to the CHA, a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, sell, use, reproduce, disclose, and publish such rights as necessary to fully utilize the Deliverables.
- D. Contractor will not do anything contrary to the CHA’s ownership in the Deliverables or which might impair the value of such ownership.
- E. Contractor agrees to cooperate with the CHA in executing all documentation requested by the CHA to enable the CHA to perfect its right in and to the Deliverables.
- F. Contractor shall deliver all Deliverables to the CHA promptly pursuant to the time limits herein, or if no time limit is specified (i) upon reasonable demand thereof; (ii) upon termination or completion of the Services; or (iii) upon expiration of the Agreement. In the event Contractor fails to deliver any Deliverables, Contractor shall pay the CHA for any damages the CHA may sustain by reason thereof.
- G. Contractor shall maintain all Deliverables not previously delivered to the CHA for three (3) years after final payment is made to Contractor by the CHA.

Section 2.05 Performance Standards. Contractor shall at all times:

- A. Perform Services with that degree of skill, care and diligence normally shown by Contractor performing services of a scope and purpose comparable and similar to the nature of the Services.
- B. Perform all Services in accordance with applicable professional due care standards.
- C. Ensure that all Services which require the exercise of professional skills or judgment be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law.
- D. Perform or cause to be performed all Services in accordance with the terms of this Agreement

- E. Perform in accordance with any federal, state and local laws, statutes, or regulations applicable to this Agreement and to the satisfaction of the CHA.
- F. Use its best efforts to ensure timely and satisfactory Services, including, but not limited to Deliverables.
- G. Act in the best interests of the CHA consistent with its professional and fiduciary obligations.
- H. Use its best professional expertise and judgment in furthering the CHA's interests.

#### Section 2.06 Timeliness of Performance

The Contractor shall: (i) use its best efforts to provide the Services and Deliverables within the time limits required under this Agreement, or from time to time as otherwise required by the CHA; (ii) perform Services in a satisfactory manner which shall include quick responses to the CHA's needs; and (iii) return all telephone calls and respond to all emails within one (1) business day.

#### Section 2.07 Key Personnel

Contractor's **Key Personnel**, Exhibit IV, attached hereto and incorporated herein, shall be responsible for supervising Contractor's personnel and directing the Services to be performed. Contractor retains the right to substitute key personnel with reasonable cause, or in the event of the departure of designated Key Personnel, by giving written notice to the CHA. The CHA shall have the right to approve replacement of any Key Personnel in its sole discretion, and said approval shall not be unreasonably withheld.

#### Section 2.08 Service Eligibility of Local Government Agencies

Other Local Government Agencies (as defined below) may be eligible to purchase Services pursuant to the terms of the Agreement if the Local Government Agencies are authorized, by law or their governing bodies, to utilize Services. A Local Government Agency may be eligible to purchase Services if: (a) allowed by the CHA's Contracting Officer; (b) such purchase(s) have no significant net adverse effect on the CHA; and (c) result in no observed diminished ability on Contractor to provide Services to CHA. "Local Government Agencies" shall include without limitation: (i) City of Chicago; (ii) Chicago Park District; (iii) Chicago Public Schools; (iv) Chicago Transit Authority; and (v) City Colleges of Chicago. All purchases and payment transactions shall be made directly between Contractor and the requesting Local Government Agency. The CHA is not responsible for payment of any amounts owed by any Local Government Agency to Contractor. The CHA assumes no authority, liability or obligation on behalf of any Local Government Authority.

#### Section 2.09 Documenting and Reporting

- A. Section 3 – Compliance: Contractor must comply with Section 3 which requires that any contract or subcontract entered into for the benefit of public housing residents shall require, to the greatest extent feasible: (i) economic opportunity in the form of training, employment, contracting; and (ii) other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction, be directed to low- and very low-income persons.

- B. CHA Contract Requirements: Contractor agrees to comply with: (i) HUD's regulations in 24 C.F.R. Part 75; (ii) the **CHA Contract Requirements, Exhibit V**, attached hereto and incorporated herein, regarding employment, subcontracting and training opportunities for Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns; (iii) the **CHA Compliance Utilization Plan, Exhibit VI**, attached hereto and incorporated herein; and (iv) the **Illinois Equal Opportunity Clause, Exhibit VII**, attached hereto and incorporated herein. The foregoing may be updated in accordance with applicable law, regulation or statute.
- C. Documenting and Reporting: Contractor and its subcontractors shall: (i) provide all required compliance data via CHA's electronic system; and (ii) be responsible for responding to any requests for data or information by the noted response due dates; and (iii) check the electronic system on a regular basis to manage contact information and contract records. Contractor shall also be responsible for ensuring all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

#### Section 2.10 Compliance with Laws and CHA Policies

- A. Compliance with Laws. Contractor 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, Contractor 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. Compliance with CHA Policies Contractor shall comply with the applicable provisions of all CHA policies in effect during the Term including, but not limited to: (i) Ethics; (ii) Local Transportation and Mileage Reimbursement; (iii) Travel Guidelines; (iv) General Business Expense; (v) Minimum Wage; (vi) Social Security Number and Personally Identifiable Information Protection; and (vii) Information Security.

#### Section 2.11 HUD's General Conditions for Non-Construction Contracts

Contractor shall comply with the terms of the General Conditions for **General Conditions for Non-Construction Contracts (HUD Form-5370-C)**, **Exhibit VIII**, attached hereto and incorporated herein as. In the event of a conflict between the terms of the **General Conditions for Non-Construction Contracts (HUD Form-5370-C)** and the terms of this Agreement, the terms of the Agreement shall control.

#### Section 2.12 Records, Reporting and Record Retention

- A. Contractor shall maintain its accounting system, books, records, documents, and adopt accounting procedures and practices sufficient to properly reflect all costs incurred and anticipated to be incurred or in connection with the performance of this Agreement in a manner that complies with generally accepted accounting principles ("GAAP").
- B. Contractor shall maintain any records and Deliverables for a period of three (3) years after the expiration, termination, and/or receipt of final payment all other pending matters are closed.

#### Section 2.13 Confidentiality

- A. Contractor acknowledges that all information provided to Contractor 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"). Contractor agrees to keep all Confidential Information confidential and not discuss or divulge Confidential Information other than to the appropriate CHA personnel, its designees, or Contractor personnel on a need-to-know basis, without the prior written approval of the CHA. Contractor shall protect Confidential Information with the same duty of care as its own confidential information.
- B. On condition of prompt prior written notice to the CHA, Contractor may disclose Confidential Information where disclosure is compelled pursuant to a legal proceeding or is otherwise required by law. In such case, Contractor will give the CHA prompt prior notice to allow the CHA to seek legal protection against release of the Confidential Information, and Contractor will use reasonable efforts to obtain confidential treatment of such Confidential Information ordered to be disclosed.
- C. The terms of this Section 2.13 shall survive the expiration or termination of the Agreement.

#### Section 2.14 Intellectual Property

- A. Contractor acknowledges that it may become aware of the CHA's proprietary methodologies, processes, procedures, techniques, expertise, work approaches, trade secrets, copyrights, patents and/or other intellectual property ("CHA Intellectual Property") during the performance of Service; and the CHA holds sole title to and ownership of such CHA Intellectual Property. Notwithstanding any provision to the contrary set forth herein, nothing in this Agreement shall be construed to, and Contractor shall take no steps that would impair, qualify, diminish, limit, transfer, license, assign or otherwise modify, in whole or in part, the CHA's rights in CHA Intellectual Property.
- B. The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or

otherwise use, and to authorize others to use, CHA Intellectual Property to: (i) the trademark, copyright, patent or other intellectual property right in any Deliverables; and (ii) any rights of trademark, copyright, patent or other intellectual property protections to which Contractor purchases ownership with the funds paid by the CHA pursuant to this Agreement.

- C. In the event HUD determines that the CHA Intellectual Property developed or, purchased by Contractor, serves a Federal Government purpose, a royalty-free, nonexclusive and irrevocable license shall vest in HUD.
- D. Pursuant to 37 C.F.R. Part 401, any discovery or invention arising out of, or developed in conjunction with Services shall be promptly reported to the CHA to submit to HUD for a determination on its rights of patent protection on such invention or discovery.

#### Section 2.15 Religious Activities

Contractor agrees that in connection with Services it shall not: (i) discriminate against any person on the basis of religion; (ii) limit employment or give preference in employment to persons on the basis of religion; (iii) discriminate against any person applying for employment on the basis of religion; (iv) limit Services or give preference to persons on the basis of religion; (v) provide religious instruction or counseling; (vi) conduct religious worship or services; (vii) engage in religious proselytizing; or (viii) exert other religious influence.

#### Section 2.16 Drug-Free Workplace

Contractor shall: (i) establish procedures and policies to promote a “Drug-Free Workplace;” (ii) notify its employees of this policy for maintaining a “Drug-Free Workplace” and the penalties which may be imposed for drug abuse violations occurring in the workplace; and (iii) notify the CHA if any of its employees are convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

#### Section 2.17 Subcontracts

Contractor shall not subcontract Services without the prior written consent of the CHA.

### **ARTICLE 3. TERM, EXTENSION AND TERMINATION FOR CONVENIENCE**

#### Section 3.01 Term of Agreement

This Agreement shall take effect as of April 1, 2025, and shall continue for a term of two (2) years through March 31, 2027 (“Term”), or until the Agreement is terminated in accordance with its terms, whichever occurs first.

#### Section 3.02 Agreement Extension Options

The CHA, in its sole discretion, may extend the Term for three (3) additional one (1) year option terms, subject to the approval of the CHA’s Board of Commissioners, if required. Any extension shall be subject to the same terms of this Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 11.03.

### Section 3.03 Termination for Convenience

The CHA may terminate this Agreement, or all or any portion of the Services, at any time by written notice from the CHA to Contractor, when the Agreement may be deemed to no longer be in the best interests of the CHA. If the CHA elects to terminate the Agreement in full, all Services to be performed hereunder shall cease effective ten (10) calendar days after the date written notice is received, unless such other date is specified in the notice of termination. Contractor shall continue to render Services until the effective date of termination. No costs incurred by Contractor after the effective date of termination shall be allowed. Subject to performance pursuant to the Performance Standards and any audits set forth herein, the CHA shall pay Contractor on a pro-rata basis, costs incurred for Services provided through the date of termination. This Section 3.03 is not subject to the terms in Article 10. The terms of this Section 3.03 shall survive the termination or expiration of the Agreement.

### Section 3.04 Duties Upon Expiration or Termination of Agreement

- A. Upon the expiration or termination of the Agreement, Contractor shall: (i) immediately delivery to the CHA, at no cost, all books and records maintained by Contractor pursuant to the Agreement; (ii) ensure all reasonably necessary actions to facilitate the orderly transition of the Services; (iii) take responsibility for any losses incurred by the CHA due to Contractor's failure to maintain or provide records or any documents required to be maintained herein; (iv) use best efforts to transition to any successor contractor all contracts, leases, or other agreements Contractor entered into pursuant to this Agreement; and (v) flow down the terms of this Section 3.04 to all its contracts associated with Services and shall assure no interruption of Services.
- B. Transition responsibility belongs solely to Contractor and Contractor agrees it will not attempt to hold the CHA accountable for any contracts, leases or other agreements executed by Contractor.
- C. Contractor accepts responsibility for paying all CHA's costs, including reasonable attorneys' fees, for any action that arises against the CHA regarding the contracts, leases or agreements entered into by Contractor pursuant to this Agreement.

## ARTICLE 4. COMPENSATION, ADVANCE PAYMENT, INVOICING

### Section 4.01 Compensation

- A. During the two-year base term, the CHA shall pay Contractor, on a cost-reimbursement basis, an amount not-to-exceed One Million Six Hundred Sixty Thousand Eight Hundred Thirty-Eight Dollars (\$1,660,838.00).
- B. In no event shall the CHA be responsible for any Contractor work, costs or expenses incurred in the performance of the Services other than those set forth in the **Program Operating Budget, Exhibit IX**, attached hereto and incorporated herein.
- C. Contractor agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this

amount including, but not limited to costs and expenses.

- D. The Parties agree that the agreed upon compensation amounts, which include all reimbursable expenses, are the only compensation provided for in this Agreement and there will be no additional, costs, fees, expenses or other type of profit allowable or paid under this Agreement, without an amendment to the Agreement authorizing any additional Services, work or expenses.
- F. Contractor must monitor its performance and billings to ensure that the Statement of Work is completed pursuant to the compensation terms in this Section 4.01.
- G. CHA shall use commercially reasonable efforts to make payments for Services rendered under this Agreement within thirty (30) days following receipt and approval of each invoice submitted pursuant to the terms in Section 4.04, Invoices.

#### Section 4.02 Advance Payment

- A. Initial Base Term Year
  - i. Upon execution of the Agreement and receipt of a separate invoice, the CHA shall pay Contractor an initial advance payment (“Advance Payment”) in the amount of Two Hundred Thirty-Two Thousand Four Hundred Ninety-Eight Dollars (\$232,498.00).
  - ii. During the final ten (10) month period of the initial base term year, June 2025 - March 2026, the CHA shall reconcile the Advance Payment amount by reducing the compensation paid to Contractor by an amount equal to Twenty-Three Thousand Two Hundred Fifty Dollars (\$23,250.00) until the total Advance Payment amount is recovered by the CHA.
- B. Second Base Term Year
  - i. Upon commencement of the second base term year of this Agreement, and receipt of a separate invoice, the CHA will make an Advance Payment to Contractor in the amount of Two Hundred Thirty-Three Thousand Eight Hundred Seventy-Three Dollars (\$233,873.00).
  - ii. During the final ten (10) month period of the second base term year, June 2026 - March 2027, the CHA shall reconcile the Advance Payment amount by reducing the compensation paid to Contractor by an amount equal to Twenty-Three Thousand Three Hundred Eighty-Seven Dollars (\$23,387.00) until the total Advance Payment amount is recovered by the CHA.

#### Section 4.03 Recovery of Advance Payment

- A. In the event the Agreement is terminated pursuant to the terms of Article 3, prior to the full Advance Payment being reconciled, the CHA shall be entitled to withhold any payment due Contractor, up to the remaining balance of the Advance Payment.
- B. If the compensation owed Contractor following termination of the Agreement is insufficient to reconcile the Advance Payment balance, Contractor shall, within sixty (60) days, repay the CHA the remaining Advance Payment balance due the CHA.

- C. In the event Contractor fails to repay the CHA any Advance Payment amount, the CHA may take all appropriate actions against Contractor to recover any Advance Payment funds not offset through withholding payment as stated herein.

#### Section 4.04 Invoices

- A. Contractor shall submit monthly invoices to the CHA for reimbursement of costs, as set forth in the **Program Operating Budget**, for CHA approval, within fifteen (15) calendar days following the end of each month during the Term, in accordance with the **CHA Resident Services Cost Reimbursement Procedures, Exhibit X**, attached hereto and incorporated herein.
- B. Each invoice shall contain back-up information as required by the CHA to support its request for cost-reimbursement and only those costs that are set forth in the line items of the **Program Operating Budget**, and that are allowable under either 48 CFR Part 31 (Cost Principles for For-Profit Organizations) or 2 CFR Part 230 (Cost Principles for Not-For-Profit Organizations), as applicable, and **CHA's Business Expense Reimbursement and Travel Policy, Exhibit XI**, attached hereto and incorporated herein, shall be considered for reimbursement.
- C. In the event of a conflict between any allowable line expenses in the **Program Operating Budget** and the provisions of (i) 48 CFR Part 31 or 2 CFR Part 230, as applicable; and (ii) the **CHA's Business Expense Reimbursement and Travel Policy**, the provisions of the former shall control.
- D. The CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless the following requirements have been provided: (i) information required to be included with the invoice; (ii) information requested by the CHA; (iii) all reporting requirements and Deliverables set forth in this Agreement; or (iv) other written requests by the CHA for additional information.
- E. All invoices shall be subject to review and approval by the CHA. If CHA objects to all or any portion of any invoice, it shall notify the Contractor of its objection in writing and both Parties shall make every reasonable effort to settle the disputed portion of the invoice.
- F. Notwithstanding the foregoing, the CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. All disputes regarding invoices shall be handled in accordance with the provisions of Article 10.

#### Section 4.05 Funding

- A. Funding for this Agreement is subject to the: (i) availability of federal funds from HUD; and (ii) approval of the CHA Board of Commissioners and the Regional Counsel for Region V for HUD; and (iii) Contractor's satisfactory performance of the Services.
- B. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments under this Agreement, the CHA shall notify Contractor, and this Agreement shall terminate on the earlier of: (i) the last day of the fiscal period for

which sufficient appropriation was made; or (ii) when the funds appropriated for payment under this Agreement are exhausted.

- C. No payments shall be greater than the funds appropriated and budgeted by the CHA.

#### Section 4.06 Audit

- A. The 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, including any books and records. Such audit will require Contractor to produce any documentation to support the billing it submitted. Contractor will produce any individual who has submitted billing on behalf of Contractor, as well as any of Contractor's personnel who has knowledge or information regarding any billing.
- B. Contractor, subject to these guidelines, acknowledges without protest that the CHA may utilize either its own personnel or personnel from an outside auditing service to perform such audits.
- C. Contractor shall maintain records showing actual time devoted and costs incurred for Services. Contractor shall: (i) keep books, documents, papers, records and accounts ("Records") in connection with the Services open to an independent audit to be conducted by the CHA or a third Party; (ii) allow inspection, copying, abstracting and transcriptions; and (iii) shall make these records available to the CHA, at reasonable times during the performance of its Services.
- D. In addition, Contractor shall securely retain the Records and make them available for an independent audit to be conducted by the CHA or a third Party for at least five (5) years after the final payment is made to Contractor and all pending matters are closed in connection with this Agreement.
- E. If Contractor is found in non-compliance with these audit requirements, Contractor will be required to refund any payments received under this Agreement.

### **ARTICLE 5. RISK MANAGEMENT**

The Contractor agrees to comply with all of the CHA's **Insurance Requirements, Exhibit XII**, attached hereto and incorporated herein.

### **ARTICLE 6. EVENTS OF DEFAULT AND REMEDIES**

Section 6.01 Events of Default. The following shall constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and/or whether in the inducement or in the performance, made by Contractor to the CHA.
- B. Contractor's failure to perform any of its obligations under this Agreement including, but not limited to, the following:
  - 1. Failure to perform the Services: (i) with sufficient personnel, equipment or material to ensure the performance of the Services; or (ii) due to a reason or

circumstance within Contractor's reasonable control.

2. Failure to perform the Services in a manner satisfactory to the CHA.
  3. Failure to meet any performance standards in the Agreement.
  4. Failure to maintain required licenses or certifications required for the performance of the Services.
  5. Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors.
  6. Failure to promptly re-perform within a reasonable time Services or Deliverables that were rejected as erroneous or unsatisfactory.
  7. Discontinuance of the Services for reasons or circumstances within Contractor's control.
  8. Failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination, or any applicable law or regulation.
  9. Failure to cooperate with the CHA or HUD Inspector General in any investigation, audit, review, inspection or hearing.
  10. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
- C. Any change in majority ownership or majority control of Contractor without the prior written approval of the CHA, which approval shall not be unreasonably withheld.
- D. The filing of a voluntary petition of bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by Contractor.
- E. The consent to an involuntary petition in bankruptcy or the failure of Contractor to have it vacated within ninety (90) days from the date of entry of any order approving an involuntary petition.
- F. The entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating Contractor bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of such Contractor's assets, and such order, judgment or decree continuing unstayed and in effect for a period of one hundred twenty (120) consecutive days.
- G. Abusive or disruptive behavior on the part of Contractor or Contractor's employees or subcontractors directed at the CHA's residents, property managers, or employees in the performance of the Services.
- H. Contractor's default under any other agreement it may currently have or may enter into with the CHA during the Term. In the event of a default under this Agreement, the CHA may

also declare a default under any such other agreements with Contractor.

Section 6.02 Remedies

- A. The occurrence of any default under Section 6.01 which is not cured within thirty (30) business days after receipt of notice to Contractor specifying the event of default, or if such event of default cannot be reasonably cured within thirty (30) business days after receipt of notice, or if Contractor has failed, in the sole opinion of the CHA, to commence and continue diligent efforts to cure such default, the CHA may, at its sole option, declare Contractor in default.
- B. Whether to declare Contractor in default is within the sole discretion of the Chief Officer and neither that decision nor the factual basis for default is subject to review or challenge under the disputes provision in Article 10.
- C. Upon notice of default, the CHA may take over and complete the Services at Contractor's expense. In such event, the right to offset from such expense, is the amount it would have cost the CHA had Contractor completed the Services.
- D. The CHA shall also have the following remedies in the event of default of the Agreement terms by Contractor:
  - 1. Termination of the Agreement and/or any Task Order.
  - 2. Any appropriate right in law or equity.
  - 3. Money damages, including but not limited to attorney's fees and costs.
  - 4. Withholding all or any part of Contractor's compensation.
  - 5. Disqualification of Contractor for future contracts with the CHA.
- E. If the CHA considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement hereunder. The Parties acknowledge that this provision is solely for the benefit of the CHA, and that if the CHA permits Contractor to continue to provide the Services despite one or more events of default, Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the CHA waive or relinquish any of its rights.
- F. The remedies under Section 6.02 are exclusive of any other remedies; but each remedy shall be cumulative and shall be in addition to any other remedies, at law or in equity or by statute.
- G. No delay or failure to exercise any right upon any event of default shall be a waiver of any event of default or rights of the CHA associated therewith.

Section 6.03 Right to Offset

- A. To the extent permitted by applicable law in connection with performance under the Agreement, the CHA may offset any incremental costs and other damages the CHA incurs

if the CHA: (i) terminates the Agreement for default or any other reason resulting from Contractor's performance or non-performance; (ii) exercises any of its remedies under Section 6.02; or (iii) has any credits due or has made any overpayments under the Agreement.

- B. The CHA may offset these incremental costs and any other damages by use of any payment due for Services completed before the CHA terminated the Agreement or before the CHA exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor shall be liable for and must promptly remit to the CHA the balance upon written demand for it. The right to offset is in addition to and not a limitation of any other remedies available to the CHA.
- C. The CHA may set off a portion of the compensation due Contractor under the Agreement in an amount equal to the amount of any liquidated or un-liquidated damages or claims that the CHA has against Contractor arising out of any other agreements between the CHA and Contractor or otherwise unrelated to this Agreement. If and when the CHA's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the CHA will reimburse Contractor to the extent of the amount the CHA has offset against this Agreement inconsistently with the determination or resolution.
- D. The provisions of this shall survive the expiration or termination of the Agreement.

#### Section 6.04 Suspension

The CHA may at any time request that Contractor suspend its Services, or any part thereof: (i) with ten (10) days prior written notice to Contractor; or (ii) immediately in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. Contractor shall promptly resume its performance of such Services under the same terms as stated herein upon written notice by the CHA. Contractor shall cooperate with CHA to ensure an orderly resumption of Services following any suspension.

#### Section 6.05 No Damages for Delays

Contractor agrees it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of delays or suspension of work caused by the CHA in the performance of its obligations under this Agreement. Contractor's sole and exclusive remedy for delays or suspension of work caused by the CHA is an extension of time equal to the duration of delay or suspension to allow Contractor to perform its obligations under this Agreement.

#### Section 6.06 No Personal Liability of Public Officials

No official, employee or agent of the CHA shall be personally liable to Contractor or by any successor in interest, assignee or subcontractor for any: (i) default or breach under this Agreement, (ii) fee(s) due Contractor or Contractor's successor in interest; (iii) liability or expenses of defense; or (iv) other obligation arising under this Agreement.

## **ARTICLE 7. WARRANTIES AND REPRESENTATIONS**

Section 7.01     Warranties and Representations: Contractor warrants and represents:

- A.     It is financially solvent.
- B.     It and each of its employees, agents, and subcontractors are competent to perform the Services.
- C.     It is legally authorized to execute and perform Services.
- D.     No officer, agent or employee of the CHA is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the CHA and HUD.
- E.     No payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Contractor to any CHA employee or on behalf of any subcontractor or anyone associated therewith, as an inducement for the award of this Agreement or a subcontract.
- F.     Any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable by the CHA.
- G.     It shall not use the services of any ineligible (debarred or suspended) attorney or consultant for any purpose in the performance of Services.
- H.     It and its subcontractors are not in default as of the Effective Date or within five (5) years immediately preceding the Effective Date, been found to be in default on any contract awarded by the CHA.
- I.     No representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officers, agents or employees, has induced Contractor to enter into this Agreement.
- J.     It shall at all times to cooperate fully with the CHA and act in the CHA's best interests.
- K.     It has carefully examined and analyzed the terms of this Agreement and understands the nature of the Services required.
- L.     It acknowledges that the CHA in its selection of Contractor to perform the Services materially relied upon Contractor's response to the RFP, that response was accurate at the time it was made, and no material changes have been nor will be made without the prior written consent of the CHA.
- M.     To the best of its knowledge, its subcontractors are not in violation of the provisions of: (i) 18 U.S.C. § 666(a)(2) and other federal criminal laws applicable to public contracts funded with federal government funds; (ii) the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq.; or (iii) the CHA's Ethics Policy, as amended; and during the Term will not violate the

provisions of any such laws and policies.

- N. It has disclosed all relevant information to the CHA and understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under penalty of perjury, and if false, is also cause for termination of this Agreement.
- O. It is a duly organized and validly existing corporation under the laws of its incorporation or organization and has and will continue to have at all times during the Term all licenses necessary to perform the Services.
- P. It has the power and authority to enter into and perform all its obligations under this Agreement, upon execution of the Agreement, it will constitute the duly authorized, valid and legally binding obligation of Contractor.

#### Section 7.02 Business Documents

Contractor shall provide upon CHA request, copies of its certifications of good standing with the Office of the Secretary of the state of its incorporation or organization.

#### Section 7.03 Minimum Wage Requirement

Contractor shall pay its employees no less than the current applicable City of Chicago Minimum Wage requirement. Notwithstanding the foregoing, applicable Federal wage determinations (i.e., Davis-Bacon or HUD-Determined Wage Rates) shall preempt any conflicting State of Illinois prevailing wage rate or the City of Chicago Minimum Wage Requirement when the State of Illinois' prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate pursuant to the terms in 24 CFR § 965.101.

#### Section 7.04 Health and Safety

Contractor shall have sole responsibility for compliance with all requirements of the Occupational Health and Safety Act (OSHA) regulations with respect to its employees, including such requirements pertaining to hazard notification, training, and required equipment and work protocols. In addition to any other applicable local, state, and federally required training, Contractor shall ensure that its employees receive training and specific instructions regarding hazards unique to the Services. Consultant shall comply with current applicable State and Local Executive Orders and/or applicable mandatory public health guidance (e.g., COVID-19) protocols to ensure the safety of the Parties' personnel and the CHA residents.

#### Section 7.05 Inspectors General

Contractor and its subcontractors must cooperate with the CHA and/or HUD Inspectors General in any investigations or hearings. All Contractor's subcontracts must include the terms of this Section 7.05 and require the compliance with its terms.

## **ARTICLE 8. CONFLICTS OF INTEREST AND LOBBYING**

### **Section 8.01 Conflicts of Interest**

#### **A. CHA.**

1. No member of the governing body of the CHA, officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services, shall have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States, the Illinois General Assembly, the CHA executive or senior staff or employee, shall be admitted to any share or part of this Agreement or to any financial benefit to arise therefrom.
2. Pursuant to the conflict of interest requirements in 2 CFR §200.318(c)(1), no person who: (i) is an employee, agent, consultant, officer, or appointed official of the CHA; (ii) exercises or has exercised any functions or responsibilities with respect to HUD-assisted activities; or (iii) is in a position to participate in a decision making process or gain inside information with regard to such HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for itself or for those whom it has family or business ties, during his or her tenure with the CHA or for one (1) year thereafter.

#### **B. Contractor.**

Contractor covenants that: (i) its employees or subcontractors, have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict with the performance of the Services; (ii) in the performance of Services, no person with any such interest shall be employed by Contractor; and (iii) will ensure that it and persons performing Services on its behalf do not undertake any representation or other relationship that places Contractor or the CHA in an actual or potential conflict of interest with any other individual or entity.

### **Section 8.02 Lobbying.**

Contractor represents it is and will remain in compliance with federal restrictions on lobbying pursuant to 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.

## **ARTICLE 9. INDEMNIFICATION**

### **Section 9.01 Indemnification**

- A. Contractor agrees to indemnify and hold harmless the CHA, its officers, officials, employees, agents and contractors, from and against any and all claims, fines, liabilities, losses, penalties, damages, settlements, costs, charges, professional fees, including attorney

fees, or other expenses or liabilities arising from or relating to any and all claims, liens, demands, obligations, actions, suits, judgments, settlements, proceedings or causes of action (collectively, "Claims"), arising from directly or indirectly any: (i) alleged or actual breach of any obligation, term, warranty or representation hereunder; (ii) negligent or willful acts, errors or omissions of Contractor in carrying out the terms of the Agreement; (iii) any acts, errors, or omissions by persons contracted or hired by Contractor; or (iv) acts, errors or omissions of Contractor, its agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision.

- B. Any and all Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the terms of indemnification herein.
- C. Contractor agrees to investigate, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all the costs and expenses related thereto, even if a Claim is considered groundless, false or fraudulent.
- D. The CHA shall have the right, at Contractor's expense, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this Article 9.
- E. Contractor understands and agrees that the requirements set forth herein to defend, indemnify, and hold the CHA harmless are separate from and not limited by Contractor's responsibility to obtain, procure and maintain insurance under the terms of this Agreement.
- F. To the extent permitted by law, Contractor waives any limits on Contractor's liability that it would otherwise have pursuant to the Workers Compensation Act or any other legal or judicial decision, including, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991).
- G. The terms of this Article 9 shall survive the expiration or termination of this Agreement.

## ARTICLE 10. DISPUTES

### Section 10.01 Disputes

In the event of a dispute between the Parties, both Parties will attempt to negotiate a resolution; however, if the Parties cannot resolve the dispute through negotiation, either Party may, unless otherwise set forth herein, submit the dispute in writing to the CHA's Deputy Chief of Procurement pursuant to **Section 7, Disputes, General Conditions for Non-Construction Contracts (HUD Form 5370-D)**.

## ARTICLE 11. GENERAL PROVISIONS

### Section 11.01 Entire Agreement

This Agreement and the Exhibits are the complete agreement between the Parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings.

#### Section 11.02 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 11.03 Amendments

No changes, amendments, or modifications to this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and by the Chief Legal Officer or the Chief Executive Officer of the CHA or their respective designees. The CHA shall incur no liability for additional Services without a prior written amendment to this Agreement.

#### Section 11.04 Governing Law; Jurisdiction and Service of Process

- A. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Contractor hereby irrevocably consents to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
- B. Contractor agrees that service of process on Contractor may be made, at the option of the CHA by: (i) registered or certified mail addressed to the applicable office as provided for in this Agreement; (ii) registered or certified mail addressed to the office actually maintained by Contractor; or (iii) personal delivery on any officer, director, or managing or general agent of Contractor.
- C. 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 11.05 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 11.06 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 exhibits or documents entered into in accordance with the terms and conditions hereof. 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 in accordance with the terms and conditions of this Agreement.

#### Section 11.07 Successor and Assigns

- A. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, successors, transferees and assigns.
- B. Contractor 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 express prior written consent of the CHA. The absence of such express prior written approval shall void the attempted assignment, delegation or transfer and such attempted assignment, delegation or transfer shall be of no effect.
- C. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

#### Section 11.08 Waiver

The CHA shall not by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by Contractor of any of the provisions of this Agreement. Whenever, under this Agreement, the CHA by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the CHA's or Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a continuing waiver for subsequent instances of the performance, requirement or condition, or any breach. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the CHA may have waived the performance, requirement or condition.

#### Section 11.09 Joint and Several Liability

In the event Contractor, its successors or assigns, if any, is comprised of more than one individual or other entity (or a combination thereof), every obligation or undertaking herein to be performed by Contractor shall be the joint and several obligations of each individual or other entity.

#### Section 11.10 Independent Contractor

Contractor is an independent contractor to the CHA. Contractor will not be deemed to be an employee, agent or partner of the CHA for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the CHA.

#### Section 11.11 Conflicts with HUD Regulations and Policies

In the event of any conflict between the terms of this Agreement and the regulations and/or policies of HUD, the regulations and/or policies of HUD shall control.

#### Section 11.12 Survival

No completion, termination, expiration or cancellation of this Agreement will terminate or extinguish any rights or remedies of the Parties, including but not limited to, all warranties and confidentiality provided herein, all of which shall survive.

### Section 11.13 Force Majeure

If a Party's performance is prevented by fire, flood, earthquakes, other elements of nature or acts of God, acts of war (declared or undeclared), order or acts of any government, whether foreign, national or local (valid or invalid), pandemic, endemic, terrorism, threats of terrorism, riots, rebellions or revolutions, civil disorders, or third party labor strikes, then the affected Party shall be excused for such non-performance for as long as such event continues; provided, however, such event is beyond the reasonable control of the affected Party (and could not be prevented by appropriate precautions) and the affected Party is diligently attempting to recommence performance. The affected Party shall, as soon as practicable, notify the other Party of the event and, if non-performance continues for thirty (30) days or more, the other Party may terminate this Agreement.

## **ARTICLE 12. COMMUNICATION AND NOTICES**

### Section 12.01 Communications Between the Parties

All communication, including required reports and submissions, must be in writing, and between Contractor and the CHA's Resident Services division.

### Section 12.02 Notices

All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) when delivered personally; (ii) one (1) day after delivery to an overnight delivery courier; (iii) the fifth (5<sup>th</sup>) 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). For any written notice sent by electronic submission in Section 13.02 (iv), written notice must also be sent pursuant to Sections 13.02 (i), (ii) or (iii) in all instances. Notice will be sent to the Parties at the following addresses or at such other address as a Party hereto shall notify the other in writing:

For Contractor:

The Kindness Campaign  
703 E 75<sup>th</sup> St  
Chicago, IL 60619  
Attention: Christopher Watts, Chief Executive Officer

For the CHA:

Chicago Housing Authority  
60 E Van Buren St  
Chicago, Illinois 60605  
Attention: Resident Services

With a copy to: Chicago Housing Authority  
60 E Van Buren St  
Chicago, Illinois 60605  
Attention: Chief Legal Officer

### **ARTICLE 13. HOUSING ACTS**

This Agreement is subject to the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by HUD and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

***/SIGNATURES ON THE NEXT PAGE/***

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

**CHICAGO HOUSING AUTHORITY**

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

**THE KINDNESS CAMPAIGN**

By: Christopher Watts  
Name: Christopher Watts  
Title: Chief Executive Officer

**Approved as to Form and Legality:**

By: Elizabeth Silas  
Elizabeth Silas (Apr 23, 2025 12:53 CDT)  
Elizabeth Silas  
Acting Chief Legal Officer  
Office of the General Counsel

## **EXHIBIT I**

### **STATEMENT OF WORK**

The Summer Youth Employment Program (“SYEP”) is part of the City of Chicago Mayor’s One Summer Chicago initiative, which brings together government institutions, community-based organizations, and companies to offer over 30,000 employment and internship opportunities to youth and young adults. The Chicago Housing Authority’s (“CHA”) participation in SYEP contributes to the One Summer Chicago total enrollment goal.

SYEP is a six-week program that operates annually June 23rd to August 1st, offering meaningful, paid work and skill development for youth ages 15-24. The CHA has provided summer employment programming for more than 1,000 youth since 2009. The CHA’s goal is to foster safe and inclusive spaces for academic and career development through virtual and in-person services, using a holistic approach. This includes the health and well-being of the youth.

The Contractors will administer and manage a SYEP targeting CHA public housing residents and Housing Choice Voucher participants, ages 15-24. The SYEP must include training and knowledge application to enrich career, academic, leadership and social development (collectively, “Services”) of enrolled CHA Residents, ages 15-24 (“Participants”) using interactive and engaging techniques. The CHA will make reasonable efforts to provide language assistance to ensure meaningful access to the CHA’s programs and activities for Limited English Proficiency (“LEP”) persons. More information can be found on the Language Assistance page at the [www.thecha.org](http://www.thecha.org).

#### **I. Target Population**

- a. The target population consists of current CHA Public Housing Residents and Housing Choice Voucher participants ages 15-24. Youth who are 15 years of age, must obtain a work permit from their local school or the Illinois State Board of Education, prior to the start of employment. Additional information is found below in Section IV.d.
- b. If youth are age 15 at the start of summer employment, they will need a work permit, which involves permission from their parents, school, and letter of intent to hire from their employer. For additional information, visit:  
**<https://www.onesummerchicago.org/docs/WorkPermit.pdf>**.
- c. Youth are CHA residents if they are included on a lease at one (1) of the CHA’s Family, Mixed-Income, Scattered Site or Senior developments, or in the private market through CHA’s Housing Choice Voucher Program (formerly known as Section 8). To participate in SYEP, youth must apply online at **[onesummerchicago.org](http://onesummerchicago.org)**.
- d. Youth must be at least 15 and no older than 24 years by the SYEP start date.
- e. The Contractor is encouraged to enroll eligible youth residents with barriers to employment, including youth with disabilities (e.g., cognitive, emotional, or physical), youth not previously connected to programs, English as a Second Language learners, youth that have been touched by the justice system (i.e., parole or probation), youth enrolled in Level 2, Level 3 or Options high schools, and those who are neither working nor in school.

#### **II. Service Areas**

The Contractor is responsible for rendering Services based on the CHA approved service location(s).

### III. Required Staff to Participant Ratio

For every 25 Participants there must be at least one (1) qualified and properly trained staff member to ensure supervision of Participants and onsite activities. This requirement is not applicable to worksites.

### IV. SYEP Framework Requirements

- a. The benefits of SYEP extend beyond earned wages. SYEP provides early exposure to career and education pathways, as well as opportunities that have a positive, life-long impact on Participants including:
  - i. Better future employment prospects and increased earnings later in life.
  - ii. Transitioning into the labor market while gaining valuable 21st Century skills and networks to improve labor market prospects.
  - iii. Developing the building-blocks they need to get to their next job and launch their careers through meaningful, paid summer employment.
  - iv. Stemming summer learning loss with enrichment activities and literacy-rich programs.
  - v. Encouraging learning and exploration in a safe, inclusive, and supportive environment.
  - vi. Strengthening social skills that will help them interact positively with others.
- b. SYEP can be delivered in a group setting or individually via worksite partners or the Contractor. However, the Contractor is responsible for securing and monitoring all worksite partners to ensure proper safety and supervision of Participants. Worksite placement is limited to Participants at least 16 years of age or older.
- c. The Contractor is responsible for providing transportation resources (e.g., transit cards) for Participants for the first three (3) weeks it provides Services, in accordance with the “SYEP Program Guide” in the Agreement in Exhibit II.
- d. Additional Program Framework Requirements for Participants 15 Years of Age.
  - i. Minors may not work:
    - Before 7 a.m.; or
    - After 9 p.m. (June 1 to Labor Day); or
    - More than 24 hours during school weeks or 48 hours during non-school weeks.
- e. The Contractor must ensure compliance with the Illinois Child Labor Law and hazardous occupation restrictions.

### V. Program Timeline

March	<ul style="list-style-type: none"><li>• One Summer Chicago application opens</li></ul>
April	<ul style="list-style-type: none"><li>• Preliminary SYEP approach and schedule due to CHA</li><li>• Youth recruitment</li><li>• Cityspan (defined below) training</li></ul>
May	<ul style="list-style-type: none"><li>• Final SYEP approach and schedule due to CHA</li></ul>
June	<ul style="list-style-type: none"><li>• Youth participant orientation</li><li>• SYEP begins</li></ul>
August	<ul style="list-style-type: none"><li>• SYEP ends</li><li>• Administer One Summer Chicago survey</li><li>• Final Cityspan data entry due with completion status of Participants</li><li>• Final SYEP report due to CHA</li></ul>

**VI. Personnel Requirements/Qualifications**

- a. All Contractors must ensure personnel and partners are properly trained and have a cleared background check on file prior to initiating work.
- b. The Contractor is responsible for ensuring successful completion of personnel and partner training that addresses, including, but not limited to, child labor laws and mandatory reporting requirements with the goal of ensuring Participants' well-being.

**VII. Marketing and Outreach**

- a. Potential Participants must apply via the One Summer Chicago website. Eligible Participants that have submitted a complete One Summer Chicago online application will be referred by the CHA to the Contractor based on approved service location(s).
- b. The CHA will be responsible for costs associated with granting the Contractor with Cityspan access, which is the centralized web-based participant tracking and outcome performance system.
- c. The Contractor is responsible for all costs associated with marketing and outreach for Participant enrollment.
- d. The Contractor is responsible for contacting referred Participants, collecting and verifying eligibility documents to finalize Participant enrollment.
- e. The Contractor is responsible for collaborating with the CHA and FamilyWorks providers to promote Services to CHA residents.

**VIII. Participant Files/Database**

- a. Cityspan is the CHA's centralized web-based Participant tracking and outcome performance system for SYEP. Participant enrollment documents must be uploaded to Cityspan.
- b. The Contractor is responsible for Participant attendance tracking, securing Participant employment verification documents and completing end of year reporting requirements for taxes, which includes remittance of W-2 forms.
- c. Contractor is responsible for administering and processing Participant payroll wages.
- d. Participants 16 years of age and older must earn the current minimum wage, which is anticipated to be \$16.60 per hour for up to 120 hours of work during the initial base term year of this Agreement. The CHA will provide the minimum wage hourly amount for the second base year term of this Agreement at a later date.

**IX. Reporting Requirements**

- a. Contractor is responsible for achieving the goals and outcomes, "Performance Goals and Objectives" found in Exhibit III.
- b. The Contractor is responsible for submitting bi-weekly Participant attendance records to the CHA.

**X. Files and Data**

Contractor is responsible for ensuring files and data are accessible and submitted to the CHA, in the event CHA staff conducts a file review related to service delivery.

**EXHIBIT II**

**SUMMER YOUTH EMPLOYMENT PROGRAM  
PROGRAM GUIDE**



# **SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)**

  

## **PROGRAM GUIDE**

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## Background

Chicago Housing Authority (CHA) has provided summer employment programming for more than 1,000 youth each summer since 2009. Since 2020, we have learned to shift our programs by fostering safe and inclusive spaces through our virtual and hybrid approach, advancing digital equity, and centering health and well-being for all program participants.

CHA's Summer Youth Employment Program (SYEP) is a part of the Mayor's One Summer Chicago initiative, which brings together government institutions, community-based organizations, and companies to offer over 30,000 employment and internship opportunities to youth and young adults ages.

CHA's SYEP contributes to the One Summer Chicago total enrollment goal by providing paid summer opportunities for 1,600 CHA youth. SYEP is delivered in collaboration with the Selected Respondents (i.e. Agencies), who responsible for being the connection between SYEP youth, the worksite and CHA.

## SYEP Timeline

February	<ul style="list-style-type: none"><li>• One Summer Chicago application training</li></ul>
March	<ul style="list-style-type: none"><li>• One Summer Chicago application opens</li></ul>
April	<ul style="list-style-type: none"><li>• Preliminary program approach and schedule due</li><li>• Youth recruitment</li><li>• Cityspan training</li></ul>
May	<ul style="list-style-type: none"><li>• Final program approach and schedule due</li></ul>
June	<ul style="list-style-type: none"><li>• Youth participant orientation</li><li>• Summer Youth Employment program begins</li></ul>
August	<ul style="list-style-type: none"><li>• Summer Youth Employment Program ends</li><li>• Administer One Summer Chicago survey</li><li>• Final Cityspan data entry due w/Completion Status of Participants</li><li>• Final program report</li></ul>

## Target Population

SYEP serves youth, ages 15<sup>1</sup> – 24, who are current residents of the Chicago Housing Authority. Non-CHA youth are not eligible to participate in CHA's SYEP program.

Youth are CHA residents if they are included on a lease at one of the CHA's Family, Mixed-Income, Scattered Site or Senior developments or in the private market through CHA's Housing Choice Voucher Program.

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<sup>1</sup> Youth who are 15 MUST obtain a work permit to participate.

To participate in SYEP, youth must:

- Apply online at [onesummerchicago.org](https://onesummerchicago.org).
- Be at least 15 and no older than 24 years old by the start of the program.
- Be verified as a CHA resident in CHA's system of record for youth programs.

Agencies are encouraged to enroll CHA youth residents with barriers to employment, including youth with disabilities (cognitive, emotional, physical), youth not previously connected to programs, English as a Second Language learners, justice-involved youth (i.e. parole, probation), youth enrolled in low performing elementary or high schools and those who are neither working nor in school. Youth application data will be provided to Agencies identify barriers to employment.

### Program Approach

The goal of the Summer Youth Employment Program is to provide meaningful, structured work experience and training in career-related fields of interest during the summer; with the expectation your program will be delivered in person. With this intention:

- All youth, age 15 – 24, will earn City of Chicago minimum wage for up to 120 hours during a six-week period from late June through early August.

Agencies will develop a SYEP approach and propose a program model where programming:

- Provides a structured, supportive and safe environment.
- Considers the unique needs of the participant such as worksite opportunities for emerging adults and project-based learning or work tasks for participants who are physically unable to attend in-person classroom activities.
- Keeps equity and inclusion at the center of your programming.
- Includes being intentional about mitigating the challenges and existing inequities our young people may be experiencing such as access to tech, disability-related barriers with online instruction and being in environments that may not be conducive to learning.
- Builds in time to communicate often with participants, check in regularly with offers of support and feedback, provide assurance that you're there to help them succeed while keeping track of those that are struggling.
- Develops partnerships with employers and other stakeholders that can support hybrid and/or project-based learning experiences through field trips, guest speakers and other means.
- Communicates the rules and regulations to youth and parents, with the understanding that disciplinary steps are not chronological, but are determined by the severity of the situation.
- Establishes schedules based on the needs of the Participant and Worksite. Agencies should offer flexibility in SYEP schedules and work hours to accommodate youth

attending summer school and those who join after the program start date. CHA does not specify the number of hours for Enrichment Programming or Paid Work Experience. Youth cannot exceed 120 hours total during the six-week term and cannot exceed 40 hours in a single week; overtime pay is not an option for this program.

- Collects program experiences by sharing the links to the Youth and Employer One Summer Chicago Surveys to youth and employment supervisors to gather insights on experiences, skills developed, and program satisfaction.
- Recognizes participants for their ideas and contributions through public acknowledgement

### Program Schedule

Program schedules demonstrate the extent to which Agencies' organizational structure, operational processes and activities support SYEP goals. Schedules reflect time for work experience along with soft-skills training, also referred to as enrichment programming, with a focus on improving participants' work-readiness levels, building relationships with banks to facilitate the use of direct deposit, and deepening and extending services to participants. Schedules should also include proposed Pay Dates for SYEP participants.

CHA will request a preliminary program approach and schedule in April and a final program approach and schedule in May.

### Cityspan

Cityspan is the centralized web-based participant tracking and outcome performance system used by CHA and Agencies for the SYEP program. Cityspan is used by Agencies to maintain all participant data and documents electronically. CHA will provide Agencies with access to Cityspan at no cost. When you create your program in Cityspan, be sure to follow this format:

- "Agency Name + SYEP + Year" (e.g. CHA SYEP 2025) Cityspan

CHA will inform Agencies when to begin enrolling youth and entering worksites into Cityspan. To do this, log into Cityspan at <http://www.youthservices.net/thecha> and enter your username and password. The Cityspan system works best with Google Chrome web browser. If you do not have access to Cityspan, complete the Cityspan Access Request Form, scan and email to [hophelp@thecha.org](mailto:hophelp@thecha.org).

All CHA SYEP participants must be CHA residents and enrolled in Cityspan. If a participant is Inactive or not found in Cityspan, and you believe they are a current CHA resident, please email the resident's name and client ID to [hophelp@thecha.org](mailto:hophelp@thecha.org) for further research.

**IMPORTANT:**

All youth with pay hours must:

- Have applied to [onesummerchicago.org](http://onesummerchicago.org) and validate their CHA residency
- Be enrolled by your agency in Cityspan
- Have all required Enrollment Documents uploaded to Cityspan
- Have an assigned employer on the Enrollee Information page in Cityspan, including job title and employer information (e.g., name, location)
- Have a start date, end date and completion type as soon as the program is completed

***All current worksites must be listed as ACTIVE in Cityspan. Completed employer/worksite information must be entered in Cityspan before a youth is placed at a worksite or virtual program.***

For more information on how to use Cityspan, a training video and CHA User Guide are available in the Help Center tab when you log into your Cityspan account. We anticipate these materials will be updated prior to the start of programming. For system related issues or questions, contact the Cityspan Help Desk:

Monday through Friday  
8 am - 5 pm Pacific Time (10 am - 7 pm Central Time)  
Phone: 866-469-6884 or go to <https://www.Cityspan.com/help-desk/>

**Worksite Development & Monitoring**

Agencies shall develop employer relationships to establish worksites that provide meaningful work experiences that help SYEP youth gain employability skills and connect youth's education and career choice with the employment placement.

Work experiences:

- Can take place in public and non-profit organizations, as well as faith- and community-based organizations, private sector businesses, government agencies and educational institutions.
- Must offer opportunities to explore career interests, acquire good work habits, and develop skills.

All employment opportunities must have a signed worksite agreement with attached job descriptions for all titles. CHA will provide Agencies with a Worksite Agreement form; agencies must upload completed Worksite Agreements to Cityspan.

Agencies must conduct a pre-worksite review to determine that the site appropriate for youth placement in accordance with the worksite agreement, as well as to inspect safety conditions

and confirm job descriptions before youth are placed. Agencies must also conduct at least one (1) visit after placement to ensure proper supervision, safety, accountability of work time, and quality of work experience, which shall be documented using the Worksite Visit Report form and uploaded.

In addition, Agencies must provide job placement follow-up support to participants throughout the six (6) week program. Follow-up activities include monitoring the work site, resolving conflicts, and, if necessary, job replacement.

**NOTE:** It should be emphasized to worksites that they must have a clear job description and designated supervisor.

### **Worksite Placement**

Once youth are enrolled in SYEP, every effort should be made to ensure that the:

- Worksite provides meaningful work
- Skills necessary for the job are the skills the youth has or can learn
- Youth's expressed interests are considered
- Youth that attend high school career and technical education programs should be placed in summer jobs related to their field of study
- Youth who participate for multiple years will progress over time to more demanding jobs requiring higher levels of responsibility according to their skills
- Worksite location and transportation are considered so that the youth can reliably get to and from the worksite

### **Additional Considerations:**

- Job placements should reflect youth interests, developmental circumstances and needs
- Older youth should be matched to worksites that offer potential transitions into unsubsidized employment
- Youth attending summer school may need accommodation to their schedule, such as working after school or on the weekend

It is important that SYEP services are accessible to youth with disabilities. Both work sites and enrichment programming sites will comply with the Americans with Disabilities Act (ADA) standards. If these sites do not comply with ADA standards, Agency and CHA measures and accommodations should be used to make activities accessible to persons with disabilities.

## **Supervision**

Agencies should encourage worksite supervisors to adopt practices that build on young people's assets and enrich their experiences on the job including:

- Setting clear expectations on the first day and throughout the program to develop a shared understanding of work responsibilities
- Getting to know them as people and treating them as valued team members by understanding their goals, interests, and personalities
- Equipping managers with what they need to create environments where young people feel comfortable
- Establishing relationships between participants and different managers/mentors to ensure that young people are heard and supported

## **Participant Background Checks**

Agencies should conduct background checks for participants when required by the SYEP worksite or your agency policy, as Agencies are the employer of record for SYEP participants.

## **Marketing and Recruitment**

### **CHA Responsibilities**

CHA leverages the City's One Summer Chicago application portal for the CHA SYEP program. Applications for SYEP will be accepted from March through June (this deadline is fluid and may be extended by CHA depending on the number of SYEP applicants). Because getting enough eligible youth to register online for SYEP requires the development and implementation of a strong recruitment plan, CHA will strategically disseminate information about paid summer youth opportunities, including SYEP, to various groups pre-launch of the application, and at several points throughout the summer. CHA strategies will include:

- Sending an email blast and text message to CHA households with eligible youth.
- Distributing marketing materials (posters, postcards, and flyers) to Agencies, Local Advisory Council Presidents, CAC Officers, and property management offices.
- Posting about the application and highlighting opportunities on CHA's social media networks, including Facebook and Instagram.
- Adding a tile to the CHA website homepage with a link that opens to the One Summer Chicago website.
- Attending LAC meetings to announce the application and share program information.
- Promoting the application at community events hosted by Agencies, Property Management, CHA contractors, and other community partners.

### **Agency Responsibilities**

Agencies should not assume that CHA's efforts will be enough to reach youth and motivate them to sign up. In addition to CHA's strategies, Agencies are expected to create awareness of

the program and drive enrollment with strategies that include, but are not limited to:

- Sharing information about the application on your social media and repost content created by CHA. Social media is integrated into the lives of our youth so much and they check it several times daily. Thus, please work to create consistent content related to CHA paid summer youth opportunities on your social media networks. Be sure to use hashtags: **#IamCHA #CHAYouth #OneSummerChicago**
- Embedding images of the postcard or poster in your emails/newsletters or on your social media and website.
- Creating your own engaging messaging in a visual tool, that must be shared with and approved by CHA prior to distribution, to help youth understand what the program is and why they should sign-up.
- Assisting youth in the completion of the application and facilitating access to electronic resources.
- Hosting registration events, resource fairs and/or other kick-off events to distribute and collect enrollment documentation for SYEP.
- Encouraging eligible applicants to begin gathering and/or securing the necessary documentation for summer employment such as Photo ID, Social security card and documents required for payroll.

### **CHA Youth Application**

Youth are required to apply to [www.onesummerchicago.org](http://www.onesummerchicago.org) to be considered for CHA's SYEP.

To apply to CHA's SYEP, youth must:

- Select 'Chicago Housing Authority' on the Opportunities page.
- Enter the last four digits of their social security number to verify residency. For residency to be verified, the applicant's last four digits of their social security number, name and their date of birth must match CHA's system of record.

Eligible participants that have submitted and completed the One Summer Chicago online application will be referred to Agencies in Cityspan based on assigned zip codes.

If you are assisting a CHA youth with completing the One Summer Chicago online application, please ensure that the last four digits of their social security number, full name and date of birth match Cityspan. If these do not match, the youth's application record may not be referred to the Agencies in Cityspan.

**NOTE:** If a CHA youth enters their full name, birthdate, SSN, and address but cannot select CHA programs (e.g. box is greyed out and indicates applicant is ineligible), please double check to ensure the youth is eligible for programming based on age and grade, and check to ensure that the aforementioned identifiers match Cityspan exactly.

Though CHA will refer youth for SYEP, Agencies are ultimately responsible for meeting performance goals of the contract, including enrollment. In addition to CHA's efforts, Agencies must develop and implement a recruitment strategy to identify eligible youth and place a target number of youths in subsidized employment.

In Cityspan, Agencies can access the records of CHA youth that reside in their assigned zip codes, including youth who have applied to SYEP through the online application. The One Summer Chicago Candidate List in Cityspan will have applicant information from the One Summer Chicago application. The One Summer Chicago Candidate List confirms application but does not reflect enrollment.

Agencies will contact referred applicants, collect, and verify eligibility documents, and enroll youth with completed documents in the Cityspan (see Cityspan section for more information).

Agencies will be notified when to begin enrolling youth and entering worksites into Cityspan. CHA will also provide access to additional business object reports in the "BO Reports" section in Cityspan (e.g. OSC Candidate List, SYEP Enrollment, employer reports).

### Orientation

Before placement at the worksite, Agencies must ensure each youth attends a program orientation and receives worksite preparation. Attendance at orientation is mandatory and SYEP participants should be paid for attendance. The length and structure of program orientation is to be decided by Agencies. It is, however, recommended that program orientation cover topics that will help participants have a successful summer work experience, such as:

- Overview of the program and work assignments
- SYEP policies and forms (e.g. Consent and Release, Payroll acknowledgment, Background screening)
- Payroll procedures, including payment methods (debit card, direct deposit)
- Getting banked
- Attendance and timesheets
- Workplace readiness / Skill building
- Summer Employment Playlists

Program orientation must be delivered to participants in the first week (unless otherwise approved by CHA) as a part of enrichment programming. Orientation can be held all at once or in several sessions on separate days. If a youth cannot attend scheduled program orientation, or if they enrolled in SYEP after the start of the program, a modified version must be offered prior to placement at the worksite. This might include program staff walking the participant, one-on-one, through forms, slides, videos, or other resources related to program participation.

In addition to program orientation, Agencies should encourage the worksite to conduct orientation on the youth's first workday. Worksite orientation may include, but is not limited to, tour of the worksite and work area, staff introductions, explained job responsibilities, training on skills and equipment needed to perform the work, work-related policies (e.g. dress code, confidentiality, etc.) and work schedule. After youth are placed on the worksite, Agency will ensure that each youth receives weekly enrichment programming and coaching to assist with timesheets and intervention of youth/worksite challenges.

### **Enrichment Programming and Curriculum**

Agencies must develop their own educational approaches and curriculum that addresses skill development such as:

- Communication (active listening, providing feedback, public speaking, writing)
- Planning (setting a schedule, figuring out the steps to complete a project)
- Skills to improve Mental Well-being (breathing, mindfulness, self-soothing, reflection)
- Collaboration and Social Skills (working in small groups, meaningful interactions with others)
- Problem Solving (figuring out a solution to a challenge)
- Conflict Resolution (finding a peaceful solution to a disagreement)
- Career Development (resumes, interviewing, career search, LinkedIn)
- Health and Wellness (exercise, healthy eating, stress management)
- Civic Leadership (service, community work, activism)
- Science, Technology, Engineering, Math
- Arts (writing, theatre, music, painting, etc.)
- Study (reading strategies, note taking, memory)
- Financial Capability (opening a bank account, saving money, buying a home)

Curriculum does not have to be approved by CHA but should be available for review, in hardcopy and electronically, and include for each topic: objectives, outcomes, activities, and handouts/materials prior to the start of the program.

During the first week of the program, Agencies must provide each youth with program orientation and offer continued enrichment throughout the program. Enrichment activities may include:

- Program orientation, including payroll options
- Leadership, college prep or civic engagement
- Higher education and career exploration
- Workplace readiness
- Financial inclusion, including playlist activities and digital badge completion
- Field trips, cultural excursions, or guest speakers
- Exit interviews or small group closing sessions during the last week of the program

- Career or education Fairs with representatives from different educational and youth-serving organizations

### **One Summer Chicago Survey**

Two surveys will be administered at the end of the summer:

- 1) Youth Impact Survey
- 2) Staff Impact Survey

All youth and staff who participate in One Summer Chicago are required to complete the surveys. Data from the youth surveys will be given back to your organization at the end of August. The surveys will be used to provide feedback on youth participants' engagement and satisfaction, skill development, and a young person's overall summer experience. We encourage all program partners to use this data for continuous program improvement. If you have any questions, please reach out to Miriam Martinez, [MMartinez@thecha.org](mailto:MMartinez@thecha.org).

### **Economic Awareness Council/One Summer Chicago Banking Program**

CHA has partnered with The Economic Awareness Council (EAC) to help youth access various financial institutions that offer bank account products with no monthly fees or minimums and no overdrafts. In addition, the EAC provides online, in-person and print financial capability resources.

The Economic Awareness Council will make every effort to fulfill each request from Agencies, but visits are offered on a first come, first serve basis, and do fill quickly. EAC will need at least one week's notice to ensure staff and banks are available for each event. Please submit the One Summer Chicago Request for Banking & Financial Education form as quickly as possible to ensure you have the best chance of securing banking support on the day you request. EAC will also ask for an alternate date option with each request. Additionally, you may refer youth to the [GetBankedChicago.com](http://GetBankedChicago.com) website if they would like to get banked on their own at any time.

Youth may select to have their pay deposited directly into a personal savings or checking account. Direct deposit is not a requirement, but an opportunity to help youth get banked and develop healthy savings habits. If youth did not sign up for an account during your bank partner visits, they can still enroll in direct deposit and get banked. Please encourage them to take the following steps:

- Visit [GetBankedChicago.com](http://GetBankedChicago.com) or local banking partners via the One Summer Chicago bank locator to find a youth friendly local bank
- Take their state ID or driver's license AND social security card with them to the bank to open an account
- Obtain written documentation from the bank that includes their name, account number and routing number

If you have any questions, call the One Summer Chicago banking hotline at 773.955.9000.

### Payroll for SYEP Participants

Agencies must establish a payroll schedule for SYEP participants.

- **Scheduled Pay Dates:** Agencies must offer at least three scheduled Pay Dates.
- **Supplemental Pay Dates:** Agencies must have internal procedures for paying SYEP youth outside of scheduled Pay Dates if needed.
- **Pay Methods:** Agencies must offer debit cards and direct deposit to a personal bank account as payment methods. Agencies must also have capability to print manual checks if requested by participants.
- **Wages:** Participants shall receive City of Chicago minimum wage for a maximum of 120 hours during the 6-week program.
- **Form W-2:** Agencies are responsible for sending W-2 Forms to all participants who receive wages, no later than January 31.
- **Participants shall not receive pay for leave time** (e.g. holiday, vacation, or sick days).

### CTA Passes

Agencies must provide transportation assistance to SYEP participants until they receive their first paycheck (e.g. 2 or 3 weeks of CTA cards, depending on your payroll schedule).

### Record Keeping and Reporting

CHA will provide Agencies with program forms and provide access to Cityspan for uploading documents. Following is an overview of SYEP Documents:

- **Consent and Release Forms:** Required by all youth applicants prior to enrollment. Consent and Release Form must be signed by a parent or guardian if participant is under the age of 18. Forms must be uploaded to Cityspan prior to enrollment.
- **Policies and Acknowledgement Forms:** Required by all youth applicants prior to enrollment. Policies and Acknowledgement form must be signed by a parent or guardian if participant is under the age of 18. Forms must be uploaded to Cityspan prior to enrollment.
- **Payroll Documents:** Form W-4 Federal, Form IL-W-4, Form I-9, and related documentation, including social security cards and photo IDs, must be collected by Agencies in accordance with hiring policies. However, these documents are not required to be uploaded to Cityspan and do not need to be approved by CHA prior to enrollment. Agencies are the employer of record and must adhere to hiring policies and procedures for hiring employees including SYEP participants.
- **Worksite Agreements:** Agencies must maintain information on each worksite placement. CHA will provide Work Site Agreement forms to Agency.

- **Worksite Visit Report:** Agencies must monitor the worksite and visit to ensure a smooth operation. CHA will provide the Worksite Visit Report to Agency.
- **Incident Reports:** CHA will provide Agencies with Incident Report forms to document all injuries and existing or suspected incidents of child abuse and/or property loss. Agencies must notify CHA of any incident within 24 hours and complete and send all supporting forms to CHA within two working days of any incident.
- **Requests for Clinical Supports:** Agencies may request supports for youth who need or could benefit from clinical services.
- **Final Report:** Agencies will provide CHA with a summative narrative report on SYEP that addresses how the program was successful, stories or quotes that illustrate how the program has made a difference in the lives of the young people your program serves, what challenges were encountered, etc.

In addition, Agencies must track of the number of youth hired into unsubsidized, regular employment positions after the program.

### Questions

If you have any questions, contact Miriam Martinez, [mmartinez@thecha.org](mailto:mmartinez@thecha.org) or (312) 913-7142.

### Child Labor Provision

Youth who are 15 years of age, must obtain a work permit from their local school or the Illinois State Board of Education, prior to the start of employment.

### Work Hours

Minors may not work:

- Before **7 a.m.**
- After **9 p.m.** (June 1 to Labor Day)
- More than **24 hours** during school weeks or **48 hours** during non-school weeks

**Prohibited Occupations:** Minors are not allowed to work in **26 hazardous occupations** as specified by [IDOL regulations](#).

**EXHIBIT III**

**PERFORMANCE GOALS AND OBJECTIVES**

<b>Measure Description</b>	<b>Measure Parameters</b>	<b>Base Term Year 1 Goal</b>	<b>Base Term Year 2 Goal</b>
Participants Enrolled	Number of Participants Ages 15-24 who work one or more hours	200	200
Successful Completion	Number of Participants Ages 15-24 who work 90 or more hours	160	160
Average hours worked	Average number of hours worked by enrolled Participants	100	100
Direct Deposit	Number of Participants receiving pay via direct deposit to a bank account	30%	30%
Financial Literacy Training	Percent of Participants receiving financial literacy, using the online training platform provided by CHA	70%	70%
Total Hours Worked	Total Number of Hours Worked by all Enrolled Participants	Tracking Only	Tracking Only
Total Wages Received	Total Wages received for all Enrolled Participants	Tracking Only	Tracking Only
One Summer Chicago Survey Completion	Percent of Participants completing the One Summer Chicago Youth distributed by Contractor	50%	50%
Average Participant Personal Growth Rate	Contractor shall distribute the One Summer Chicago Participant Survey	75%	75%
Average Participant Hope for the Future Rate	Contractor shall distribute the One Summer Chicago Employer Survey	75%	75%
Average Participant Skills Gained Rate	Contractor shall distribute the One Summer Chicago Employer Survey	75%	75%
Average Participant Desire to Participate in One Summer Chicago again Rate	Contractor shall distribute the One Summer Chicago Employer Survey	75%	75%
Number of Participants who maintain employment following SYEP	Number of participants who maintain employment with their SYEP employer after program completion	Tracking Only	Tracking Only

**EXHIBIT IV**  
**KEY PERSONNEL**

Christopher Watts, Chief Executive Officer  
The Kindness Campaign  
703 E 75<sup>th</sup> St  
Chicago, IL 60619

**EXHIBIT V**

**CHA CONTRACT REQUIREMENTS**



## Chicago Housing Authority Contract Requirements

CHA is committed to contracting with vendors who share our values for inclusive and equitable contracting opportunities. CHA strives to be fair, transparent and practical, and to optimize the use of public funds through purchasing decisions.

### 1. Summary of Contract Requirements

Type of Contract	M/W/DBE	HUD Section 3 (Labor Hours)	S3 Business subcontracting (> \$250,000)	Davis Bacon
Construction	Yes	Yes	Yes	Yes
Professional Service (licensure required)	Yes	No	Yes	No
Professional Service (non- licensure required)	Yes	Yes	Yes	No
Professional Services (direct services to residents)	Yes	Yes	No	No
Material & Supply	Yes	No	Yes	No

\* if not self-performing

#### Minimum Contract Requirements:

#### Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs)

Certified Minority, Women, and Disadvantaged Business Enterprises (M/W/DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Vendors and their subcontractors or suppliers must take all necessary and reasonable steps to ensure that M/W/DBEs have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CHA establishes minimum thresholds for all contracts over \$50,001. Vendors unable to meet the requirement may propose indirect participation subject to CHA's written approval.

**Section 3 Business Subcontracting** – For contracts >\$250,000, vendors are required to subcontract to Section 3 Businesses, unless self-performing. To locate a Section 3 Business, visit the [Workforce Opportunity Resource Center](#) (WORC) site. Professional Services that directly provide social support services for CHA residents are not required to sub-contract to Section 3 Businesses but are encouraged to sub-contract when feasible. Vendors unable to meet the requirement may propose indirect participation subject to CHA's written approval. These may include, but are not limited to mentorship programs,



## Chicago Housing Authority Contract Requirements

internships, training, and employment opportunities for non-CHA funded projects, or payment into CHA's Workforce & Education Fund.

### Section 3 Labor Hours

CHA supports HUD's Section 3 requirement which counts labor hours. All applicable contracts **require at least 25% of the labor hours** performed on a project are done so with Section 3 workers and businesses, of which 5% of those hours must be performed by Targeted Section 3 workers (i.e. CHA residents and HCV participants). Vendors will report these hours via B2Gnow and/or LCPtracker or through required affidavits based on the contract type (HUD Section 3 24 CFR part 75).

### Davis Bacon and Minimum Wage Requirements:

The Davis-Bacon & Related Acts apply to construction contracts over **\$2,000** and ensures that all construction employees are paid under the US Department of Labor's wage decision. Union contractors must ensure that Davis-Bacon wages are met, in accordance with the contract.

All CHA contracts must comply with the current local Minimum Wage requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must consider the Minimum Wage Requirement in determining its fees for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally imposed wage rate (24 CFR 965).

The following chart indicates the goals set by the CHA for each type of contract.

Type of Contract	Contract Amount	MBE/WBE/DBE Participation	Section 3 Business Subcontracting (>\$250,000)	Section 3 Labor Hours (25% of which 5% is through CHA resident hires)***
Construction	\$50,001+	30%	10%	25%
Supply & Delivery	\$50,001 +	20%	3%*	N/A
Professional Services	\$50,001 +	20%	3%**	25%

\*Or indirect    \*\*excludes direct support service providers    \*\*\* Required regardless of contract amount



## Chicago Housing Authority Contract Requirements

### 2. Utilization Plan:

This chart is a list of items needed to evaluate a full utilization Plan (UP). All respondents to CHA solicitations must submit a UP which enables CHA to evaluate how they will fulfill contract requirements.

Document Name	To be Completed By	Details
<b>Utilization Plan (UP) M/W/DBE and Section 3 Businesses</b>	Prime Contractor	This Excel worksheet will include all M/W/DBE and Section 3 Businesses subcontracting as well as proposed indirect, etc.
<b>Letter of Intent</b>	Each M/W/DBE and Section 3 subcontractor listed on the UP including a self-performing Prime Contractor	If a Prime is a M/W/DBE and they are self-performing, they must submit a Letter of Intent. A Letter of Intent for each sub-contractor that is MWD/BE or Section 3 Business must also be submitted. The information outlined in the UP must correspond with the Letters.
<b>Letter of M/W/DBE Certification</b>	Each M/W/DBE listed on UP, including a self-performing Prime Contractor	This form must be submitted with every UP and Letter of Intent and include current certification letters. Applications are not accepted.
<b>Waiver Request-M/W/DBE</b>	Prime Contractor	This form is only to be used if a vendor cannot meet their subcontracting requirements and all good-faith efforts, including indirect participation, have been exhausted. The form must include (1) the scope of work and (2) the reason the Prime cannot meet the commitments outlined.
<b>Other Economic Opportunities (OEO)</b>	Prime Contractor	If vendor is unable to subcontract to a Section 3 Business in full or in part, they will need to propose indirect participation through the OEO section on the UP, or make commensurate payment upfront into the Workforce and Education Fund, subject to approval by CHA.

### 3. Reporting Requirements:

Contract Requirement	System	Details
<b>Construction Contracts</b>	LCPtracker	Certified Payroll Reports must be entered into LCPtracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.
<b>Professional Services</b>	B2GNow	Payments must be entered into B2Gnow for every pay application monthly. This system tracks and verifies Prime and Subcontractor payments made and received.



## Chicago Housing Authority Contract Requirements

### ***Additional Information:***

(a) COUNTING M/W/DBE AND SECTION 3 BUSINESS (S3B) CREDIT: A business that is both self-identified /certified as a Section 3 Business and certified as a M/W/DBE will count towards subcontracting requirements for both the M/W/DBE and Section 3 sub-contracting requirements.

(b) PROVIDING OPPORTUNITIES TO SECTION 3 WORKERS: In accordance with 24 CFR part 75.9, Prime and sub-contractors (including Section 3 Businesses) on CHA/HUD-funded contracts must ensure that Section 3 workers are provided economic opportunities with the following preference when applicable: a) residents of the project where the assistance is being provided; b) residents of other public housing or Section 8; c) Youthbuild participants; and d) resident of the metropolitan area.

(c) SUBSTITUTION/REMOVAL OF SUBCONTRACTOR: A prime contractor that needs to remove or substitute a subcontractor on its approved utilization plan must submit a written request for the removal or substitution of the subcontractor concerned. Only when Department of Procurement and Contracts (DPC) approves such a request in writing can the removal or substitution of the subcontractor be done by the prime contractor. Under no circumstance should a prime contractor unilaterally remove or substitute a subcontractor on its CHA/HUD-funded contract without prior approval by DPC.

### **Definitions**

Section 3 Business are defined a business that either is a) 51% owned by public housing or housing choice voucher participant(s); b) 51% owned by a low-income person(s); or c) 75% of the labor hours are performed by low-income workers.

Davis-Bacon and Related Acts directs the US Depart of Labor to determine prevailing wage for construction projects.

Indirect Participation refers to the value of payments made to MWD/BE firms for work that is done outside of the proposed project or commensurate value to S3 Business or CHA residents/participants in other economic opportunities.

**Additional information on CHA's contract requirements and forms can be found at**  
**<https://www.thecha.org/how-do-business-cha>**

**EXHIBIT VI**

**COMPLIANCE UTILIZATION PLAN**



## DEPARTMENT OF PROCUREMENT AND CONTRACTS

### Diversity Goals Utilization Plan

<b>Reason for UP:</b>	New Contract	<b>Original Contract Value:</b>	\$ 6,053,923.00	<b>CONTRACT MODIFICATIONS/ AMENDMENTS</b>			
<b>Spec. No. (RFP/IFB):</b>	RFQ SYEP	<b>Amended Contract Value:</b>	\$ 6,053,923.00	<b>Modification No.</b>	<b>Dollar Value</b>	<b>Modification No.</b>	<b>Dollar Value</b>
<b>Contract No.:</b>	TBD	<b>Current Modification/ Amendment No.:</b>					
<b>Contract Description:</b>	CHA SYEP	<b>Current Modification/ Amendment Value:</b>					
<b>Vendor Name:</b>	The Kindness Campaign	<b>Purchase Order No.:</b>					
<b>Vendor Ethnicity:</b>	African American	<b>Purchase Order Value:</b>					
<b>User Department:</b>	Resident Services	<b>Total Payment to Date</b>					
<b>Option Year</b>		<b>Contract Start and End Date:</b>	04/16/2025 - 08/15/2029				
<b>Project Manager:</b>	Mildred Watson	<b>Length of Contract Term:</b>	2 Base / 3 (1) Year Options				
<b>Procurement Specialist:</b>	David Martin	<b>Option Year Being Exercised:</b>	Base Term				
<b>Compliance Specialist:</b>	Brenda Maldonado			<b>Total Modification Value:</b>		\$	-

### MBE/WBE/DBE UTILIZATION PLAN

	Ethnicity	Gender	Participation Type	M/W/DBE								
MBE/WBE/DBE Contractor Name					Original M/W/DBE Contract Value	Total M/W/DBE Modification Value	Current M/W/DBE Contract Value	Contract Percentage	Utilization Value to Date	Start Date	End Date	Work to be Performed
United Promotions Group	AA	Male	Direct	MBE	\$ 117,000.00	\$ -	\$ 117,000.00	1.93%		Apr-25	Aug-29	Technology
TBD	AA	Male	Indirect	MBE	\$ 450,000.00	\$ -	\$ 450,000.00	7.43%		May-25	Sep-26	For Commercial
TBD	AA	Female	Indirect	WBE	\$ 250,000.00	\$ -	\$ 250,000.00	4.13%		May-25	Sep-26	For Commercial
							\$ -					
							\$ -					
							\$ -					
							\$ -					
							\$ -					
							\$ -					
							\$ -					
							\$ -					
Totals:					\$ 817,000.00	\$ -	\$ 817,000.00	13.50%	\$ -			
M/W/DBE REQUIREMENTS	M/W/DBE COMMITMENT					M/W/DBE ACTUALS				M/W/DBE LIQUIDATED DAMAGES/SURPLUS (Calculation is based on achievements to date)		
Dollars	Dollars		Percentage		Dollars		Percentage					
\$ 1,210,784.60	MBE Commitment:	\$ 567,000.00	9.37%		MBE Actuals:	\$ -						
Percentage	WBE Commitment:	\$ 250,000.00	4.13%		WBE Actuals:	\$ -						
20%	DBE Commitment:	\$ -	-		DBE Actuals:	\$ -						
	Total:	\$ 817,000.00	13.50%		Total:	\$ -		\$ (817,000.00)				

### SECTION 3 UTILIZATION PLAN

#### SECTION 3 BUSINESS CONCERN SUBCONTRACTING

Section 3 Business Name	S3 Cert	Participation Type	Original S3B Contract Value	Total S3B Modification Value	Current S3B Contract Value	Percentage of Total Contract	Utilization to Date	Actual Percentage of Achievement	Start Date	End Date	Work to be Performed
		Direct			\$ -						
		Direct			\$ -						
		Direct			\$ -						
		Direct			\$ -						
		Direct			\$ -						
		Direct			\$ -						
		Direct			\$ -						
		Direct			\$ -						
		Direct			\$ -						
		Direct			\$ -						
<b>Totals:</b>			\$ -	\$ -	\$ -		\$ -				

#### OTHER ECONOMIC OPPORTUNITIES

##### Outline the opportunities proposed by the Prime Contractor on the Section 3 Business Utilization Plan

The Kindness Campaign will start a \$2.5M+ development project on a commercial retail location in May 2025. K Fresh Foods, a grocery store + café, is our solution to food apartheid historically marginalized communities. Our general contractor, B Leonard Construction, is owned and operated by an African American male. B Leonard construction shares our commitment that the project staff is reflective of the community with an emphasis on resident applicants within 5 miles of the project. The project has funding from Illinois department of Commerce & Economic Opportunity, which requires a prevailing wage and 28% minimum allocation to MBE subcontractors in which 10% (of total grant) must be allocated to a WMBE subcontractor. The project will start May 2025 and wrap-up by April 2026.

#### Workforce Education Fund

<b>Contracting (NTE \$500,000)</b>	<b>Has payment been received</b>		<b>WORC Specialist</b>
Dollar Value of Contribution:	0	Yes	
Percentage of Contribution:		No	

##### Additional Comments:

This Utilization Proposal is being drafted for RFQ Summer Youth Employment Program 2025 with an intent to award to The Kindness Campaign. This will be presented in the March 2025 Board Meeting. The vendor has provided the following proposal to satisfy the DEI Requirements.

To satisfy the M/W/DBE requirement the vendor has elected to meet this requirement via Waiver Request Direct Participation with subcontractor United Promotions Group. The prime is currently working on a project to develop a commercial retail location in May 2025 in which the general contractor, B Leonard Construction, is owned and operated by an African American male. B Leonard construction shares our commitment that the project staff is reflective of the community with an emphasis on resident applicants within 5 miles of the project. This project will also include funding from Illinois department of Commerce & Economic Opportunity, which requires a prevailing wage and 28% minimum allocation to M/WBE subcontractors. The vendors have not been identified but will be added as indirect participation. The project will start May 2025 and wrap-up by April 2026. This event was flagged as a direct services project therefore S3BC subcontracting is not required.

\*ETHNICITY GROUP'S: African American - AA • Asian - A • Caucasian - C • Hispanic - H • Other - O

<b>Contract Compliance Specialist</b>	<b>Date</b>	<b>Contract Compliance Manager</b>	<b>Date</b>
Brenda Maldonado <i>Brenda Maldonado</i>	02/25/2025	Claudia Ritter <i>Claudia Ritter</i>	02/25/2025

## **EXHIBIT VII**

### **ILLINOIS EQUAL OPPORTUNITY CLAUSE**

**TITLE 44: GOVERNMENT CONTRACTS, GRANTMAKING, PROCUREMENT AND  
PROPERTY MANAGEMENT  
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES  
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS  
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES**

**SECTION 750.APPENDIX A: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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**Section 750.APPENDIX A Equal Employment Opportunity Clause**

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act ("Act"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or

representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

**EXHIBIT VIII**

**GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS (HUD FORM 5370-C)**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

## 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

## 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

## 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

## 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

## 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**EXHIBIT IX  
PROGRAM OPERATING BUDGET  
BASE TERM YEAR 2**

<b>Cost Category</b>	<b>Amount</b>
<b>Personnel</b>	
Project Mgr.	\$ 6,300
Supervisor	\$ 5,400
Coach 1	\$ 4,350
Coach 2	\$ 4,350
Coach 3	\$ 4,350
Coach 4	\$ 4,350
Data Mgr.	\$ 3,500
Book Keeper	\$ 4,000
<i>Subtotal Personnel</i>	<i>\$ 36,600</i>
<b>Fringe Benefits</b>	
FICA Taxes	\$ 2,693
SUTA Taxes	\$ 2,763
Workers Compensation Insurance	\$ 792
<i>Subtotal Fringe Benefits</i>	<i>\$ 6,248</i>
<b>Operating Expenses</b>	
Rent	\$ 3,975
Utilities	\$ 636
Office Supplies	\$ 488
<i>Subtotal Operating Expenses</i>	<i>\$ 5,099</i>
<b>Materials &amp; Supplies</b>	
100 Participants	\$ 25,500
<i>Subtotal Materials &amp; Supplies</i>	<i>\$ 25,500</i>
<b>Client Support</b>	
100 Participants	\$ 7,500
100 part pants x 120 hours x 16.90	\$ 204,360
FICA Taxes	\$ 16,634
SUTA Taxes	\$ 15,429
Workers Compensation Insurance	\$ 4,598
<i>Subtotal Client Support</i>	<i>\$ 248,521</i>
<b>Indirect Costs</b>	
Indirect Cost Amount	\$ 32,197
<i>Subtotal Indirect Costs</i>	<i>\$ 32,197</i>
<b>Total Budget</b>	<b>\$ 354,164</b>

EXHIBIT IX  
PROGRAM OPERATING BUDGET  
BASE TERM YEAR 2

Cost Category	Amount
<b>Personnel</b>	
Project Director	\$ 9,250
Program Manager	\$ 27,250
SYEP Specialist 1	\$ 18,500
SYEP Specialist 2	\$ 18,500
SYEP Specialist 3	\$ 18,500
SYEP Specialist 4	\$ 18,500
SYEP Specialist 5	\$ 18,500
SYEP Specialist 6	\$ 18,500
SYEP Specialist 7	\$ 18,500
SYEP Specialist 48	\$ 18,500
<i>Subtotal Personnel</i>	<i>\$ 184,500</i>
<b>Fringe Benefits</b>	
FICA Taxes	\$ 14,114
SUTA Taxes	\$ 1,845
Health Insurance	\$ 18,450
Workers Compensation Insurance	\$ 2,712
<i>Subtotal Fringe Benefits</i>	<i>\$ 37,121</i>
<b>Operating Expenses</b>	
Commercial Office Lease	\$ 15,000
<i>Subtotal Operating Expenses</i>	<i>\$ 15,000</i>
<b>Materials &amp; Supplies</b>	
Transportation Subsidy To Staff	\$ 3,450
Office Machine Lease	\$ 1,000
<i>Subtotal Materials &amp; Supplies</i>	<i>\$ 4,450</i>
<b>Client Support</b>	
Youth Wages	\$ 408,720
Youth Fringe	\$ 31,267
CTA Transportation	\$ 12,000
Work Supplies	\$ 2,750
Payroll Processing	\$ 7,000
Youth Workers Compensation	\$ 6,008
<i>Subtotal Client Support</i>	<i>\$ 467,745</i>
<b>Professional &amp; Technical</b>	
Contract Technology Instructor	\$ 20,000
Contract CPR First Aid AED Instructor	\$ 6,000
Maintenance Contractor	\$ 20,000
Contract Program Support Assistant	\$ 15,000
<i>Subtotal Professional &amp; Technical</i>	<i>\$ 61,000</i>
<b>Indirect Costs</b>	
Indirect Cost Amount	\$ 76,982
<i>Subtotal Indirect Costs</i>	<i>\$ 76,982</i>
<b>Total Budget</b>	<b>\$ 846,798</b>

## **EXHIBIT X**

### **CHICAGO HOUSING AUTHORITY RESIDENT SERVICES COST REIMBURSEMENT PROCEDURES**

#### **RESIDENT SERVICES - COST REIMBURSEMENT PROCEDURES**

##### **PURPOSE OF PROCEDURES**

The purpose of the Resident Services Cost Reimbursement Procedure is to:

1. Ensure Resident Services Contractors are aware of and adhere to CHA guidelines and applicable federal policies and CHA procedures.
2. Provide a framework for the efficient submission and reimbursement of program expenses.
3. Provide a foundation for analyzing expenditures, enabling both CHA's Resident Services Division and its Contractors, to monitor expenditures and take timely corrective measures as needed.

##### **GUIDELINES**

1. Contractors shall submit invoices using the invoicing guidance and forms provided by CHA. CHA shall make all efforts to reimburse Contractors within 30 days of receipt of invoice.
2. Financial Analysts will review all invoices, including the payroll registers and other supporting documentation, to verify eligibility for reimbursement.
3. Contractors must utilize budget revisions to ensure that funding is allocated efficiently for each expense category. Expenses that exceed a Cost Category budget will not be reimbursed. Budget revisions must be approved by Resident Services Deputy Chief.
4. Financial Analysts will ensure that Contractors adhere to guidelines included in the Resident Services Cost Reimbursement Procedures.

## Invoice Submission Overview

All invoices and support documentation must be submitted electronically each month to [RSinvoicing@thecha.org](mailto:RSinvoicing@thecha.org) by the time frame identified in the contract.

The following must be submitted with each reimbursement request including, but not limited to:

- Invoice Cover Sheet (Contractor letterhead)
- Invoice Summary (CHA Excel Worksheet)
- Cost Reconciliation Worksheet (CHA Excel Worksheet)
- Summary of Personnel Salaries and Benefits (CHA Excel Worksheet)
- Fringe Benefit Worksheet (CHA Excel Worksheet)
- Payroll Registers/Check Copies (Contractor supporting documentation)
- Summary of Non-Personnel Expenditure for Project (CHA Excel Worksheet)
- Documentation of all expenses including but not limited to invoices, proof of payment and allocation sheets. (Contractor supporting documentation)
- Advanced written approval from CHA for asset purchases over \$10,000 and any renovation expenses. (CHA Form used as Contractor supporting documentation)

Each of the CHA Excel Worksheets referenced above will be contained in one Microsoft Excel workbook, which is created by the Financial Analyst and distributed to the Contractor. The Excel workbook must be submitted in a Microsoft Excel format with each invoice. If CHA pays a Contractor's invoice but denies one or more expenses of that invoice because additional supporting documentation is required, the Financial Analyst will notify the Contractor in writing of the specific expenses that were denied. If applicable, the Contractor must resubmit the denied expenses as a separate invoice.

### Invoice Cover Sheet

Each invoice must include an Invoice Cover Sheet on the Contractor's letterhead or standard invoicing format that includes the 1) Organization Name, 2) CHA Program Name, 3) Contract Number, 4) Purchase Order Number, 5) Invoice Amount, 6) Invoice Number, 7) Invoice Date and 8) Signature of the Preparer.

### Invoice Summary (CHA FORM)

The Invoice Summary provides a summary of the invoice request, including the requested reimbursement amount, contract budget total and contract budget remaining. The information as shown in the 'Current Request' should match the Cost Category information in the Cost Reconciliation.

### Cost Reconciliation Worksheet (CHA FORM)

The Cost Reconciliation Worksheet provides an overview of the budget and expenses according to the Cost Categories and line items in the contract budget. This template should be used to track past and current monthly expenditure, total expenditure and the balance remaining on the budget. Additional lines cannot be added to this template and changes cannot be made to Cost Categories or line items; unless written approval has been given by CHA (See Budget Revision). Contractors should use this template to analyze expenditures, with specific attention to any expenses that exceed or are projected to exceed the budget amounts. CHA will not reimburse expenses that exceed the budget for a Cost Category (e.g. Personnel, Fringe, Operating/Technical, etc.). Accordingly, agencies must carefully monitor expenses and request budget revisions when necessary.

## Guidelines for Personnel Expenses

### Summary of Personnel Salaries and Benefits (CHA FORM)

The Summary of Personnel Salaries and Benefits provides a breakdown of the salary rate and time allocated to the program for each employee. The amount allocated to the program should be the employee's total salary multiplied by their allocation to the program. This information must be supported by third party payroll registers or checks issued to the employee.

Following is an example of how an employee should be allocated on the Summary of Personnel Salaries and Benefits: if Employee A earns \$2,000 per pay period according to the payroll register and dedicates 20% of their time to the program:

**Correct Entry:**

Employee Name	Title	Total Pay Rate	Total Fringe Benefits	% of Time Spent	Payroll Total	Fringe Total
Employee A	Trainer	\$2,000.00	\$500.00	20.00%	\$400.00	\$100.00

The source to document wages is the payroll register. Therefore, 'The Total Pay Rate' is \$2,000.00 as shown by the payroll register. The allocation of the employee also needs to be included. Allocations must be approved as part of the Program Operating Budget.

The 'Payroll Total' = 'Total Pay Rate' X '% of Time Spent'

If an individual is allocated to multiple programs, the individual's salary must be allocated according to the time devoted to each program. In addition, the personnel assigned to the contract must remain consistent with the approved contract budget. Salary rates and allocations must also remain consistent across the entire contract period unless otherwise specifically stated in the original budget submission. Any changes to staff or salary must be addressed through a budget revision or a requested budget revision. CHA reserves the right to limit the increase of salaries. Additionally, tenure or performance-based bonuses are not reimbursable without written, advance CHA approval.

If a non-profit agency chooses to utilize a Federally Approved Indirect Rate, or a for-profit agency chooses to utilize a CHA-approved Cost Allocation Plan, any individual who is included as indirect as part of their Federally Approved Indirect Rate or Cost Allocation Plan cannot be included as a direct cost in the Personnel budget.

If a third-party payroll register is not available and the amount paid to the employee does not match the amount invoiced to CHA due to benefit deductions from employee payments, CHA will require bank statements to demonstrate that specific employees were paid.

CHA Contractors are subject to CHA's Minimum Wage Requirements. All Contractors must adhere to the City of Chicago Office of Labor Standards current minimum wage requirements for the current contract time frame.

**Fringe Benefits (CHA FORM)**

The reimbursement of fringe benefits must be proposed by the Contractor and agreed upon by CHA prior to contract award. Respondents to Request for Proposals (RFPs) must propose which fringe benefits will be requested for reimbursement (i.e. FICA, SUTA, Workman's Compensation, etc.). These expenses will not be interchangeable during the contract period. Fringe benefits will be reimbursed based on actual expenses.

Documentation including invoices from 3rd party fringe benefit providers, proof of payment and the allocation to the specific program must be provided monthly.

**Guidelines for Non-Personnel Expenses**

**Summary of Non-Personnel Expenditures for Project (CHA FORM)**

The Summary of Non-Personnel Expenditures provides an itemization of all non-personnel expenses related to the contract. Contractors are required to include support documentation for all expenses. This includes but is not limited to invoices, proof of payment and allocation sheets when necessary.

**Occupancy Expenses**

Prior to the contract award, it will be determined if the proposed program locations enable the Contractor to effectively execute the Scope of Work. Factors to be examined include the activities being offered at

each site, location of site in relation to the resident target population and staff distribution.

Occupancy Expenses must be tracked separately for each location. For buildings owned by a Contractor, occupancy expenses may include mortgage and maintenance of a building. For buildings that are leased by a Contractor, occupancy expenses may include rent and utilities (if applicable) paid to a third party. CHA will not reimburse for security deposits. CHA will only reimburse occupancy expenses for space which is used to provide services to residents.

Eligible occupancy expenses will be determined during the contracting process. If an allocation is being used, all expenses included in the total occupancy costs and the method of allocation must be detailed in the Respondent's budget and proposal during the contracting process. Once the budget for Occupancy Costs has been approved, additional expenses cannot be included without prior written approval.

If occupancy expenses are allocated to the program at less than 100%, an allocation sheet is required. The allocation sheet should clearly detail the expenses being allocated to the program with the basis of allocation clearly stated.

For all office locations, leased and owned, CHA may require Contractors to analyze the square footage, cost and use of the location to determine viability of the location.

Note: CHA is not required to reimburse expenses that result from a lease term that extends beyond the term of the contract with CHA. This applies to leases for equipment and office space.

#### Employee Mileage/Travel

CHA will only reimburse local travel expenses on a mileage basis. Mileage rates cannot exceed the standard mileage rates published by the Internal Revenue Services. Contractor's employees are expected to use their own vehicles or contractor pool vehicles for local travel. CHA has the sole discretion to determine the Contractor's home office location; CHA will not reimburse a Contractor traveling from their corporate office location to another primary office location owned by CHA.

#### Employee Vehicles

To be eligible for reimbursement for local travel, Contractor employees must maintain a mileage log signed by both the employee and manager. These mileage logs must be submitted with the invoice for the contractor to be reimbursed.

#### Gas Cards

Contractors may choose to provide gas cards to employees to use for personal or pool vehicles. However, CHA will only reimburse local travel on a mileage basis. If gas cards are used by employees, submit gas card receipts may not be used as supporting documentation since CHA will only use mileage reports as support for reimbursement. Transit cards are the preferred method of client support for program participants. If the contractor believes a gas card is required for participants, prior written approval is required.

#### Leased Vehicles

CHA will not reimburse for leased vehicles without prior approval. Allowances may be approved for programs that require transportation for participants as part of the Statement of Work.

#### Parking

CHA will not reimburse parking expenses for staff to park full-time at their primary office locations. These parking expenses are not considered occupancy expenses and should not be included in that category. However, parking reimbursement is allowable when staff need to attend business related meetings. For example, if a case coordinator makes home visits during the morning and needs to return for a 2-hour meeting at a downtown office location, this reimbursement is allowable. Parking reimbursements are also allowable for CHA meetings and events.

#### Out of Town Travel

Travel expenses for air and hotel accommodations are not allowable unless travel is specifically requested by CHA. If the Contractor's location is outside the Chicago area, every effort must be made to conduct meetings virtually to reduce the need for travel. Travel expenses for air and hotel accommodations will not be reimbursed without prior written approval from CHA.

#### Communication Expenses

Communication expenses such as cell phones, Internet and other technology will also be reimbursed based on supporting documentation and needs of program staff, as agreed upon in the Program Operating Budget. Phones being used by employees must be appropriate for the individual's responsibilities. Reimbursement will be denied for directory assistance, entertainment lines and other expenses deemed unreasonable or extraneous.

If an allocation is being used, all expenses included in the communication costs and the method of allocation must be detailed In the Contractors' Program Operating Budget and agreed to prior to contract award. Once an allocation has been approved for communication expenses, it cannot be increased without prior written approval.

If communication expenses are allocated to the program at less than a 100% of the invoice/payment, an allocation sheet is required. This allocation sheet should clearly detail the expenses being allocated to the program with the basis of allocation clearly stated.

#### Office Supplies

Invoices for office supplies that are specifically related to the performance of a contract will be reimbursed with supporting documentation. Expenses related to coffee or water service for staff is considered an indirect cost and will not be reimbursed as a direct expense. Coffee or water service may be reimbursed if it is available for use by program participants (i.e. office waiting areas).

#### Client Support

Depending on the services provided, Contractors may be required to provide various types of Client Support, including, but not limited to:

#### *Transit Cards*

If transit cards are included in the Program Operating Budget, Contractors must have them available for residents upon request at Service Locations where residents receive services. Transit cards may be distributed under the following circumstances:

1. Participation in employment preparation, placement, and retention as outlined in the resident's goals. This includes transit cards for residents who conducting job search, participating in job readiness, preparation or training, scheduled for an interview, or employed but require assistance until receiving his/her first paycheck.
2. Participation in youth programming to ensure youth and/or parents can participate; this may include CHA summer youth programs and various CHA collaborations for youth activity designed to promote academic success.
3. Participation in training and education: residents attending adult education, certificate, or other education programs should receive transportation assistance as requested and needed. Full-time students must first apply for a U-Pass. If ongoing support is requested, considerations should be made if a hardship exists, and no other means of transportation are available.
4. Medical/mental health appointments.
5. Emergency situations.

#### *Gift Cards*

Gift cards or other incentives should never be used as an incentive to exchange information needed to document an achieved outcome (e.g. complete an assessment in exchange for a gift card). Gift cards cannot be used to make general agency purchases (e.g. office supplies, refreshments for events, etc.). Gift cards may be purchased and distributed to residents in the following limited circumstances, including:

1. As part of a CHA funded initiative.
2. As an established incentive for completing an employment training program.
3. To assist the resident with work or school related items such as uniforms.
4. As an incentive for participation in a group activity. For example, a group of 10-15 residents may enter drawing for one gift card.

### *Food Purchases*

The use of Client Support for food for resident events and activities should be judicious. CHA will not reimburse expenses, including on-site resident events and tickets for events (e.g. food, movies, circus, sporting events, etc.), without prior written approval from CHA. Entertainment (e.g. event tickets) may be reimbursed for staff if they are accompanying residents.

Food expenses will only be reimbursed for purchases made on behalf of residents, not Contractor staff. Support documentation in the form of invoices, receipts, proof of payment and proof of written approval from CHA will be required for reimbursement. Participant sign-in sheets do not need to be submitted for reimbursement but must be maintained by the Contractor and are subject to CHA review upon request.

### *Housing Assistance*

A contractor's budget should not be utilized to pay a resident's current or delinquent rent or utility bills. Contractors should assist residents with delinquent rent or utilities by referring them to appropriate resources. Emergency requests for rent or utilities require prior written approval from CHA to be eligible for reimbursement.

### *College Tuition*

Contractors cannot utilize their contract budgets to directly pay current or past due college tuition. The Contractor should assist residents with Free Application for Federal Student Aid (FAFSA), other financial aid applications, scholarships or CHA sponsored programs.

### *CHA Directed Client Support Requests*

There may be occasions when CHA will direct support service dollars for unforeseen events or services. Contractors will utilize Client Support dollars at the direction of CHA when requested.

### *Hardships*

If Contractors wish to provide gift cards, transit cards or financial support for any reasons not listed above, Contractors must have prior written approval from CHA.

## **General Guidelines**

### *Indirect Rates/M & G*

An indirect rate must be agreed upon prior to contract award. The agreed upon rate must be used for the duration of the contract term. This rate encapsulates indirect expenses which have not been directly identified in the contract budget (e.g. agency wide HR and IT costs, executive and administrative staff not allocated to the direct personnel budget, etc.).

The Contractor must negotiate the Indirect Rate during the procurement process. Non-profit organizations can use their Federal Approved Indirect Rate or the standard rate of 10% of Direct Expenses may be used. For-profit organizations can propose to use an indirect cost rate based upon a cost allocation plan or the standard rate of 10% of Direct Expenses may be used. The Indirect Rate will be a percentage applied to each month's expenses and the Contractor will not be reimbursed beyond the approved rate.

### *Subcontractors*

Subcontractors may be used to effectively execute the scope of work. Subcontractors must be presented during the RFP process, including the proposed budget terms and scope of work. In addition, an executed copy of the subcontract must be presented to CHA prior to reimbursement of subcontractor expenses. It

is the Contractor's responsibility to ensure that subcontract agreements structured as cost reimbursement adhere to Resident Services cost reimbursement procedures.

Contractors can structure subcontract agreements as either fixed fee or cost reimbursement. However, if a proposed subcontractor has an existing cost-reimbursement contract with CHA, any subcontracts must also be cost reimbursement. This will ensure that CHA can appropriately monitor the personnel and non-personnel expenditures for both the direct contract with CHA and any subcontracts with contractors.

#### Budget Revisions

Contractors must review their budget and expenses consistently and submit requests for budget revisions to ensure that funding is appropriately allocated for each cost category. Contractors shall also ensure that services which directly benefit clients are adequately funded (e.g. Client Support).

When needed, Contractors shall submit budget revision requests, subject to CHA approval, utilizing CHA's budget revision request form. A narrative must also be provided to detail the necessity for the budget revision and its impact on services to residents.

Procedures for submitting a budget revision are as follows:

1. Budget Revisions should be submitted prior to the Contractor exceeding the amount stipulated for the Cost Category.
2. Budget revisions must be signed by both the Contractor's program and finance staff.
3. CHA will respond to budget revision requests within ten (10) business days.

CHA will not approve budget increases to the salary and fringe benefits cost categories without significant justification. Specifically, Contractors cannot make reductions to non-personnel line items prior to the end of the contract to fund personnel expenses such as unused vacation time, sick leave, or other employee benefits. Contractors must continue to fulfill the scope of work and contract requirements through the end of the contract term; this includes the staffing outlined in the Project Operating Budget.

#### Purchase Competition Requirements

Any purchase that exceeds \$10,000 requires prior written approval from CHA. Contractors must demonstrate a competitive bidding process for any purchase more than \$10,000 by providing no less than three quotes to CHA in advance of the purchase. The request should include the item, the business purpose and how it will add value to the program. Assets purchased with CHA funds is property of CHA (e.g. computers, furniture, etc.). If the contract is terminated for any reason, CHA has the authority to recover all assets purchased with CHA funds.

Any purchases related to property improvements or renovations, including purchases less than \$10,000, requires prior written approval using the Approval for Purchase of Assets and Renovations Form.

#### CFDA Numbers

The Catalog of Federal Domestic Assistance (CFDA) is a government-wide compendium of Federal programs, projects, services and activities that provide assistance or benefits to the public. Each program is assigned a unique number by agency and program that follows the program throughout the assistance lifecycle enabling data and funding transparency. The CFDA number is a five-digit number, XX.XXX, where the first two digits represent the Funding Agency, and the second three digits represent the program.

CFDA numbers commonly used for Resident Services programs are outlined below. Several programs utilize multiple funding sources. Contractors are responsible for accurately reporting CFDA numbers and should contact their Financial Analysts to identify the appropriate CFDA numbers related to their reimbursements.

1. MTW Funding: CFDA 14.881
2. Jobs Plus Grant Funding: CFDA 14.895

#### Year End Accrual Process

CHA operates on a fiscal year of January 1 through December 31. Toward the end of each year, CHA will communicate information about its financial year end closing and accrual process. The dates below are approximate and should serve as a general guideline. Contractors should check with their Financial Analysts for the specific dates each year.

**Final Year End Invoices:** Final invoices for the year must be submitted by approximately December 1 in order to receive payment by December 31. Any invoices submitted after this time will not be processed until mid to late January.

**Accrual Amounts:** Any expenses not reimbursed to the Contractor prior to the end of the year must be accrued in CHA's budget. Therefore, Contractor's must estimate all unpaid expenses (i.e. the accrual amount) and submit this estimated accrual amount to CHA in the timeframe specified by CHA. CHA expects that, at a maximum, only November and December expenses will be accrued.

#### Contact Information

If you have any questions about these procedures, please contact your CHA Resident Services Contract Analyst with a copy to Lucas Fopma (email: [lfopma@thecha.org](mailto:lfopma@thecha.org)) and designated program manager.

**EXHIBIT XI**

**CHA BUSINESS EXPENSE REIMBURSEMENT AND TRAVEL POLICY**



## STANDARD OPERATING PROCEDURES

### TRAVEL REQUEST AND EMPLOYEE EXPENSE REIMBURSEMENT

<b>Responsible CHA Department(s): Finance and Human Resources</b>		<b>Procedure No.</b>
<b>Effective Date: June 29, 2023</b>		Relevant Policy Approved on 03/21/2023 by CHA Board of Commissioners Resolution No. 2023-CHA-4
This procedure supersedes the Travel Policy (eff. Sept. 2017), Local Transportation & Mileage Reimbursement Policy (eff. Dec. 2011), and other procedures on expense reimbursement and travel unless expressly reserved herein.		

#### I. Purpose

The Employee Expense Reimbursement procedures are operating requirements for reimbursing employees' business-related expenses incurred while conducting CHA business under approved policy.

#### II. General Requirements

##### A. Business Expense Reimbursement

Employees must submit a completed, signed Expense Reimbursement form or Expense Statement including all supporting documentation for the allowable business expenditures within fifteen (15) days of purchase.

- Acceptable supporting documents are original receipts, which include vendor name, date of purchase, individual items itemized with exact dollar amounts.
- Employee signature, either hard copy or electronically, which also acknowledges the business appropriateness of the expenditure.
- Ensure reimbursable business-related expenses meet General (including definitions and applicability) and Reimbursement provisions of the policy.
- Use online Employee's Reimbursement Form available in the CHA Portal.

##### B. Business Related Travel Reimbursement

###### 1. Local Mileage

Employees may utilize their personal vehicle for business trips within the 200-mile radius of Chicago with approval from their supervisor. When practical, two (2) or more persons should travel in the same vehicle when several individuals are traveling to the same location.

To be eligible to use personal vehicles for local work-related travel, Employees and Officers must

certify that they have a valid driver's license and registration, a current vehicle sticker, and current vehicle liability insurance coverage no less than the minimum required by the State of Illinois in accordance with procedures established by the CFO. Employees and Officers are responsible for accidents while driving their personal vehicles during work-related travel as well as for any parking citations, red-light tickets or any moving violations incurred. Employees should obtain approval from their manager and Chief that planned usage of their personal vehicle is appropriate for work-related travel. Officers should obtain approval from the CEO or CFO for planned personal vehicle usage for work-related travel.

Employees must submit a completed, signed Mileage Reimbursement Form and supporting documentation monthly for allowable local mileage within ten (10) days of each month-end. Failure to complete and submit the Mileage Reimbursement Form within the required timeframe will result in forfeiture of the employee's mileage reimbursement claim.

The monthly mileage amount shall be substantiated by a completed Mileage Reimbursement Form containing the following required information:

- Employee Information – Name, Department, Job Title
- Employee signature, which acknowledges the business appropriateness of the requested reimbursement.
- Vehicle Information – Make, Model, Year, License Plate Number, City Sticker Number.
- Name of insurance company and vehicle insurance expiration date: day/month/year.
- Dates on which vehicle was used for CHA business during the month.
- Addresses of all origination and destination locations.
- Reason and purpose of each segment of the travel, as well as why public transportation could not be used.
- Odometer readings for departure and arrival mileage. If multiple destinations, then odometer readings are required for each destination.
- Allowable/chargeable mileage per day, maximum fifty (50) miles per day. This is the miles traveled for CHA business and not for commuting.
- Unallowable/non-chargeable or commuting miles between home and the employee's regular work, mileage per day, and/or miles above the maximum threshold of fifty (50) miles. Total monthly mileage cannot exceed 1,000 miles.
- Calculated mileage reimbursement using the "per mile" rate set by the Internal Revenue Service.
- Parking and toll expenses will be reimbursed with original receipts. Acceptable forms of receipts include I-Pass statement or toll booth receipt.
- Bus, train, or taxi rides submitted with the original receipts excluding tips.
- General ledger accounting distribution to which the local travel or mileage will be coded to.
- Electronic form of the Mileage Reimbursement can be found in the CHA Portal.

## 2. Other Local Transportation

Employees must submit a completed Expense Reimbursement form including all supporting documentation for certain other allowable local transportation expenses when performing CHA Business within thirty (30) days of purchase.

- Acceptable supporting documentation for taxi ride is a printed receipt while ridesharing companies such as Uber and Lyft email the ride receipt to the rider or obtain the receipt

copy from each company's app. Tip is not reimbursable.

- Parking receipt is an acceptable support for reimbursement up to \$25 for each segment of travel with a maximum of two (2) segments per day.
- Employee signature, either hard copy or electronically, which also acknowledges the business appropriateness of the expenditure.
- Public Transportation are reimbursed for actual fares incurred. Tickets, stubs, or payment statement related to purchase of tickets is required to extent practical.
- Electronic copy of the form can be found in the CHA Portal.

### 3. Travel Outside the Chicago Metropolitan Area

Before planning out-of-town travel, every effort should be made to identify comparable local options for relevant training, conferences, or seminars. Employees are encouraged to take advantage of any available discount fares. All hotel/lodging reservations and airline ticket purchases should be made as far in advance as possible but no less than 60 days prior to out-of-town travel. Exceptions will be considered on a case-by-case basis only if travel requests are less than 60 days advance notice.

The electronic copy of the **Travel Request Form** can be found in the CHA Portal, under Human Resources and must be completed prior to traveling. It includes the following required information:

- Employee information – Name
- Purpose of Travel – See CHA Expense Reimbursement and Travel Policy for appropriate travel purposes.
- General Ledger accounting unit or the 10-digit accounting unit where the travel expense will be coded to.
- Departure and return date of the trip including the destination's city and state.
- Travel expense **estimates** or a complete assessment of the travel cost which includes:
  - a. Mode of Transportation – Air, Train, Bus
    - Airline ticket reservation will be handled by Human Resources and will be charged to the CHA American Express travel credit card.
    - First class travel is prohibited, unless required due to an emergency or extraordinary circumstances, or to accommodate special needs or mobility limitations.
    - The lowest priced airfare often requires a Saturday night stay. The CHA Travel Policy does not require or suggest that an employee include a Saturday stay in their itinerary to take advantage of these lower fares. However, an employee may choose to stay over a Saturday night if the difference between airfares exceeds the costs of lodging and the per diem for each extra day added together.  
For example, if the difference between airfares is \$500, and lodging and per diem for that Saturday and Sunday total \$300, then employee has the option of the Saturday night stay.
    - The following applies when a traveler has opted for a Saturday night stay, but is not conducting CHA business on Saturday and Sunday:
      - Supporting documentation comparing airfare is needed to approve Saturday night stay option.
  - b. Meals
    - Employees will be reimbursed for meals based on the amount on the receipt, up to the approved per diem rate. Receipts are required. Tips are not

reimbursable.

- If all meals are covered through the training/conference etc., employee shall not be reimbursed for a meal per diem (breakfast, lunch, and dinner).
- If travel is conducted within the 50-miles of the Chicago Metropolitan area, meals are not reimbursable.

c. Lodging

- Hotel reservation will be handled by Human Resources and will be charged to the CHA Harris Bank credit card.
- The cost of a standard hotel room is up to the maximum daily rate based on the annual GSA published rate, exclusive of applicable taxes.
- The maximum daily rate may be exceeded only when a justification is provided on the electronic form.
- Hotel lodging within the Chicago Metropolitan area is generally not a reimbursable expense, however, out-of-town contractors and consultants may be eligible for hotel lodging reimbursement.

d. Other Expenses include ground transportation. Employees are entitled to a ground transportation allowance of \$100 per day if applicable for:

- Transportation costs to and from the airport.
- Parking at Chicago airports in the long-term parking lots.
- Additional transportation between out-of-town business locations.
- Taxis, Uber, Lyft and/or public transportation.

After completing the out-of-town travel, Expense Reimbursements should be done and submitted to Accounts Payable within 15 (fifteen) business days of return of trip. It includes the following required information:

- Employee information – Name, Lawson Vendor ID. Signature and date when submitted.
- Trip location and purpose.
- Expense detail – breakdown of daily expenses during travel.
  - a. Personal car
  - b. Air Fare
  - c. Taxi, Bus, Train – Ground transportation with a maximum of \$100 per day. Tips are not reimbursable.  
Additional transportation costs beyond the daily allowance are reimbursable only if approved by the Department Director. Original receipts along with a justification for reimbursement must be provided. The amount of ground transportation reimbursement is equal to the actual fare and tolls.
  - d. Room & Taxes – all personal expenses must be paid for separately and deducted from the lodging before.
  - e. Meals – Receipts are not required when claiming based on per diem rates.
- All **original** receipts for expenditures claimed on the Expense Statement must be attached to the form to be considered for reimbursement. These receipts must include vendor name, address, date, description, and form of payment.
- Miscellaneous or other business expense must be reported with a detail description of the nature of the expense.

### III. **Review and Approval Requirements**

- Form must be completely and clearly filled out with the appropriate signatures and submitted with all **original** required receipts attached within thirty (30) business days of incurring expense.
- Approval is required from the employee's Division Chief or authorized approvers. It is the responsibility of the Division Chief or authorized approvers to ensure that the employee's form is complete, and that adequate documentation has been provided to support that the expenditure is a valid CHA business expense. In addition, the Division Chief must ensure adequate funding is available *prior* to employee traveling.
- Expenditures of executive management are to be reviewed and approved by the CFO and/or COO and/or the CEO.
- Expenditures of the CEO are to be reviewed and approved by the CFO.
- Any deviations by the employee from the policy or procedures must be justified in writing and approved by the CEO or the CFO.

## **EXHIBIT XII**

### **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 performed under this Agreement 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 Chicago Housing Authority.
    - Coverage A - Statutory Limits
    - 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 to be performed, 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 CHA 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 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.
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## **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 its term. The required documentation must be received prior to the commencement of work under the Agreement.

It is understood and agreed to by the parties that the 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 the 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 or Limited Liability Company as established by the CHA, its respective commissioners, board members, officers, directors, agents, 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 the CHA shall apply in excess of and shall not contribute with insurance provided by the Contractor.

Prior to the issuing of the Notice to Proceed by the CHA, 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 CHA 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 CHA's option, non-compliance will result in (1) all payments due Contractor being withheld until Contractor has complied with the Agreement; (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 and the Agreement will be terminated for default.

The receipt of any certificates does not constitute agreement by the CHA 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 CHA in the event coverage is substantially changed, canceled or non-renewed.

The CHA in no way warrants that the minimum limits contained herein are sufficient to protect the CHA from liabilities that might arise out of the performance of the work under this Agreement 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 CHA shall apply in excess of and will not contribute with insurance provided by Contractor and/or any of its subcontractors.