

Contract No. 11770

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

PUGH, JONES AND JOHNSON, P. C.

AND

THE CHICAGO HOUSING AUTHORITY

(OFFICE OF THE GENERAL COUNSEL)

AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made effective as of this 1ST day of July, 2016 by and between the CHICAGO HOUSING AUTHORITY, a municipal corporation (hereinafter referred to as "the CHA") with offices at 60 East Van Buren Street, Chicago, IL 60605, acting through its Office of the General Counsel ("General Counsel") and PUGH, JONES AND JOHNSON, P. C. (hereinafter referred to as the "Ethics/EEO Officer") with offices at 180 North LaSalle Street, Suite 3400, Chicago, IL 60601.

RECITALS

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

WHEREAS, the CHA desires to retain Ethics/EEO Officer to perform certain professional services including, but not limited to: acting as the Ethics Officer to perform the functions required under the CHA Ethics Policy, which is attached hereto as Exhibit VI; and acting as the Equal Employment Officer to perform the functions set forth in the CHA Employee Handbook, the relevant portions of which are attached hereto as Exhibit VII on an as-needed-basis (collectively, the "Services"); and

WHEREAS, the CHA has determined that retention of Ethics/EEO Officer is in the best interests of the CHA, and that the Ethics/EEO Officer is ready, willing and able to provide the Services to the full satisfaction of the CHA.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and Ethics/EEO Officer do hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS AND DEFINITIONS

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

"Additional Services" means those services requested in writing by the General Counsel which are within the general scope of the Services of this Agreement, but beyond the scope of services required pursuant to Section 2.01 and Exhibit I of this Agreement, and any and all services reasonably necessary to complete the Additional Services in accordance with the standard of performance required hereunder.

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

“Authorized Personnel” means those individuals, including, but not limited to, attorneys and paralegals, approved and authorized by the Office of the General Counsel to perform legal services for and on behalf of the CHA.

“General Counsel” means the head of the Office of the General Counsel.

“Key Personnel” means those job titles and the persons assigned to those positions in accordance with the provisions of Section 2.03 of this Agreement.

“Services” means the services, duties and responsibilities described in Article 2 and Exhibit I of this Agreement and any services/work necessary to complete them or carry them out fully and to the standard of performance required by this Agreement.

“Office of the General Counsel” means the legal department of the CHA, which is entrusted with performing the legal business and coordinating the legal affairs of the CHA.

“Work Product” 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.

ARTICLE 2 ETHICS/EEO OFFICER’S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Services

The Services which Ethics/EEO Officer shall provide under this Agreement include, but are not limited to, those described in this Article 2 and the attached Exhibit I, which is incorporated by reference as if fully set forth herein. This Scope of Services is intended to be general in nature and is neither a complete description of Ethics/EEO Officer's services nor a limitation on the Services which Ethics/EEO Officer is to provide under this Agreement. Ethics/EEO Officer shall provide the Services in accordance with the standards of performance set forth in Section 2.02 hereof and in accordance with the CHA Outside Counsel Billing Guidelines set forth in Exhibit III, which is attached hereto and incorporated by reference as if fully set forth herein.

B. Work Product

In carrying out the Services described and set forth in Exhibit I, Ethics/EEO Officer shall generate, prepare, collect or provide certain work product including, but not limited to, memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer generated information, computer stored information, research, opinions, studies, data, findings and information (collectively “Work Product”). Any and all Work Product shall be the exclusive property of the CHA and shall not be

utilized, sold or shared with any other party except in accordance with specific prior written direction or consent of the CHA or pursuant to discovery procedures or court orders. The CHA reserves the right to reject any and all Work Product which, in the sole judgment of the CHA, does not adequately represent the intended level of completion or standard of performance, does not include relevant information or data, or does not include all documents specified in this Agreement or reasonably necessary for the purposes for which the CHA made this Agreement with Ethics/EEO Officer or for which the CHA intends to use the Work Product.

Section 2.02 Standard of Performance

Ethics/EEO Officer shall perform all Services required of them under this Agreement with that degree of skill, care and diligence normally shown by Ethics/EEO Officer performing services of a scope, purpose and magnitude comparable and similar to the nature of the Services to be provided under this Agreement.

Ethics/EEO Officer acknowledges that it is entrusted with or has access to valuable and confidential information and records of the CHA. Ethics/EEO Officer shall at all times use its best efforts on behalf of the CHA to ensure timely and satisfactory rendering and completion of Services.

Ethics/EEO Officer shall at all times act in the best interests of the CHA consistent with the professional obligations assumed by it in entering into this Agreement.

Section 2.03 Key Personnel

The Ethics/EEO Officer's Key Personnel who will be providing Services under this Agreement, and who shall be designated as the Ethics/EEO Officer shall be: Jorge Cazares. The Ethics/EEO Officer must provide no less than 5 days prior notice, when possible, of any change to Key Personnel. Any change to the Key Personnel may result in a termination of this Agreement in accordance with Section 7.03.

Attorneys and paralegals assigned to perform the Services under the supervision of the Ethics/EEO Officer's ("Authorized Personnel") are:

Attorneys: Jorge Cazares

Paralegals: _____

No additional Authorized Personnel shall be added or assigned to provide Services under this Agreement without the express consent of the Office of the General Counsel. The Ethics/EEO Officer must provide no less than 30 days prior notice, when possible, of any change in Authorized Personnel. The CHA will not pay for any Services performed by Ethics/EEO Officer's personnel who are neither listed herein nor subsequently approved by the Office of the General Counsel.

Section 2.04 Non-Discrimination

Ethics/EEO Officer shall comply with the Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended.; Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq. (1988); Americans with Disabilities Act of 1990, 42 U.S.C. §12101; and 41 C.F.R. Part 60 et seq. (1990).

Section 2.05 Minority and Women Business Enterprise Commitment

Ethics/EEO Officer hereby agrees to comply with the CHA's Minority Business Enterprise/ Women's Business Enterprise/Disadvantaged Business Enterprise ("MBE/WBE/DBE") participation requirements and the CHA's Section 3 requirements in accordance with HUD guidelines, which are attached hereto as Exhibit IV and incorporated by reference as if fully set forth herein provided, however, that the CHA's Chief Executive Officer may waive the MBE/WBE/DBE participation requirements. Ethics/EEO Officer shall complete certain MBE/WBE/DBE and Section 3 schedules, which will become a part of Exhibit IV once they are approved by the CHA's Department of Procurement and Contracts.

With respect to the Section 3 requirements, the CHA has determined that 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), and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and 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.

A. Section 3 - Clause

1. 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.
2. 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.
3. 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 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.

4. 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.
5. 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.
6. 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.

B. Section 3 Compliance Goals

1. Contractors and their subcontractors may demonstrate compliance by committing to employ section 3 residents and by subcontracting with section 3 business concerns in accordance with the requirements of 24 CFR Part 135.

A Section 3 Business concern is a business concern under HUD Regulations:

- (1) 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.
4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

C. Documenting and Reporting

1. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required. Contractor's Section 3 Utilization Plan as attached to the contract as Exhibit IV is incorporated into the contract by this reference herein.
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

This Section 3 Contract Provision shall flow down to each subcontract at every tier.

Section 2.06 Ownership of Documents: Records and Reports

A. All research, memoranda, pleadings, opinions, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, data, studies, reports, findings or information in any form, including Work Product, generated, prepared, assembled or encountered by or provided to the Ethics/EEO Officer under this Agreement are the property of the CHA ("CHA Information"). During the performance of the Services, the Ethics/EEO Officer shall be responsible for any loss or damage to such CHA Information while in the Ethics/EEO Officer's possession and such CHA Information shall be restored at the expense of the Ethics/EEO Officer. If not restorable, the Ethics/EEO Officer shall be responsible for any loss suffered by the CHA on account of such destruction.

B. Ethics/EEO Officer shall deliver or cause to be delivered any and all Work Product generated or prepared for the CHA under the terms and conditions of this Agreement, to the CHA promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, upon reasonable demand therefor or upon termination or completion of the Services

hereunder. Whenever the General Counsel makes a request for any Work Product, Ethics/EEO Officer shall deliver such Work Product without delay despite any ongoing disputes relative to compensation or other matters. In the event of the failure by Ethics/EEO Officer to make such delivery upon demand, then and in that event, Ethics/EEO Officer shall pay to the CHA any damages, including but not limited to attorney's fees and costs, the CHA may sustain due to Ethics/EEO Officer's failure to deliver such Work Product. Ethics/EEO Officer shall maintain any such records and Work Product provided to the CHA or not demanded by the CHA for a period of five (5) years after the final payment is made in connection with this Agreement and all pending matters are closed in connection with this Agreement.

C. Ethics/EEO Officer shall maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

D. Ethics/EEO Officer and any of Ethics/EEO Officer's attorneys or other staff shall furnish the Office of the General Counsel with such information as may be requested relative to the performance and cost of the Services. Ethics/EEO Officer shall maintain records showing actual time devoted and costs incurred. Ethics/EEO Officer shall keep books, documents, papers, records and accounts in connection with the Services open to an independent audit to be conducted by the CHA or third party, and allow inspection, copying, abstracting and transcriptions and shall make these records available to the CHA, at reasonable times during the performance of its Services. In addition, Ethics/EEO Officer shall retain them in a safe place and make them available for an independent audit to be conducted by the CHA or [third party] CHA designated, and allow inspection, copying and abstracting for at least five (5) years after the final payment is made and all pending matters are closed in connection with this Agreement.

E. Ethics/EEO Officer shall prepare and submit reports to the CHA as directed by the General Counsel, and as described in detail in the attached Exhibit III.

Section 2.07 Audit Requirement

The Office of the General Counsel shall review all invoices for Services submitted by Ethics/EEO Officer. Payment of any invoice by the CHA does not constitute a waiver of the CHA's rights to subsequently question, compromise or request repayment or future credit for any invoice previously paid.

The CHA retains the right to audit, through its staff or independently, all bills or files which are or have been the subject matter of any billing in the past. Such an audit will require Ethics/EEO Officer to produce any and all documentation which would support the billing submitted by Ethics/EEO Officer. Ethics/EEO Officer will produce any individual who has submitted billing on behalf of the firm, as well as any of Ethics/EEO Officer's personnel who would have knowledge or information regarding any billing to answer any and all questions regarding the billings. Ethics/EEO Officer, 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.

If Ethics/EEO Officer is found in non-compliance with these audit requirements, by either the CHA or HUD, Ethics/EEO Officer will be required to refund any payments received from the CHA or HUD.

Section 2.08 Confidentiality

Ethics/EEO Officer agrees that all CHA Information, including, but not limited to Work Product, reports and documents prepared, assembled or encountered by or provided to Ethics/EEO Officer pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, Ethics/EEO Officer agrees that without the prior written approval of the CHA, Confidential Information shall not be made available to any individual or organization, other than the CHA, pursuant to a discovery procedure, orders of courts of competent jurisdiction or administrative agencies or pursuant to a subpoena.

Section 2.09 Subcontracts and Assignments

Ethics/EEO Officer 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 approval 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 as to the Services or this Agreement. Ethics/EEO Officer shall not subcontract with any attorney or sub-consultant without the express prior written approval of the CHA.

Ethics/EEO Officer shall not transfer or assign any funds or claims due or which may become due under this Agreement without the express prior written approval of the CHA. The attempted transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to Ethics/EEO Officer without such prior written approval shall have no effect upon the CHA. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.10 Patents and Copyrights

The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any Work Product developed under this Agreement; and (b) any rights of copyright or patent to which Ethics/EEO Officer purchases ownership with the funds awarded pursuant to this Agreement.

However, if HUD determines that the patent or copyright, which is either developed or purchased by Ethics/EEO Officer, serves a Federal Government purpose, a royalty-free, nonexclusive and irrevocable license shall vest in HUD.

Any discovery or invention (37 C.F.R. part 401) arising out of, or developed in conjunction with the Services to be performed under this Agreement shall be promptly and fully reported to the CHA to submit to HUD for a determination as to whether patent protection on such invention or discovery should be sought. The rights to such patent shall be administered as set forth above.

Section 2.11 Religious Activities

Ethics/EEO Officer agrees that in connection with the Services to be provided to the CHA under this Agreement:

- A. It shall not discriminate against any person on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion;
- B. It shall not discriminate against any person applying for employment on the basis of religion and shall not limit such Services or give preference to persons on the basis of religion; and
- C. It shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such Services.

Section 2.12 Drug-Free Workplace

Ethics/EEO Officer shall establish procedures and policies to promote a "Drug-Free Workplace." Further, Ethics/EEO Officer shall 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. Further, Ethics/EEO Officer shall notify the CHA, in writing, 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 2.13 Compliance with other HUD Requirements

Ethics/EEO Officer agrees to comply with applicable HUD requirements, including the Annual Contributions Contract between the CHA and HUD and the standard General Conditions of the Contract (Non-Construction) [Form HUD-5370-C].

ARTICLE 3 TERM OF SERVICES

Section 3.01 Term of Agreement; Option Term

This Agreement shall be effective as of July 1, 2016 and shall continue from such date through the date of June 30, 2017, or until the Services are completed.

The CHA, at its sole discretion, may extend this Agreement for one (1) additional one-year period by exercising the one-year option reserved to the CHA hereunder. Any extension shall be under the same prevailing terms and conditions as this original Agreement, except as to any amended pricing terms that may be subject to change for such reserved option term, as memorialized in the Ethics/EEO Officer's Best and Final Offer. No option shall be effective unless and until the parties exercise a written amendment to this Agreement in accordance with Section 9.03.

Section 3.02 Timeliness of Performance

Ethics/EEO Officer shall use its best efforts to provide the Services and Work Products within the time limits required under this Agreement pursuant to Section 3.01 as applicable, or from time to time as required by the General Counsel. Ethics/EEO Officer acknowledges that often deadlines for the Services are dictated by the requirements of agencies or events outside the control of the CHA, that failure by Ethics/EEO Officer to meet these deadlines may result in economic or other losses to the CHA, and that in those circumstances, **Time Is Of The Essence.**

ARTICLE 4 COMPENSATION AND FUNDING

Section 4.01 Basis and Method of Payment

A. The basis of payment for the satisfactory performance of the Services required hereunder shall be at the fixed hourly rate(s) set forth in the Hourly Rate Schedule attached hereto as Exhibit II and incorporated by reference as if fully set forth herein. Ethics/EEO Officer shall perform the Services on an as needed basis. The maximum compensation amount that the CHA shall pay the Ethics/EEO Officer for satisfactory performance of the Services under this Agreement is an amount not-to-exceed Ninety Thousand Five Hundred and 00/100 Dollars (\$90,500.00).

B. Ethics/EEO Officer will be paid based on hours actually worked at the agreed rate(s) set forth in Exhibit II. Payment for properly documented, accurately calculated and approved fees will be made by the CHA within 30 days or less after receipt of invoices, or within thirty (30) days of resolution of any disputes concerning appropriateness of billings, whichever is later. As a condition precedent for any payment to Ethics/EEO Officer under this Agreement, Ethics/EEO Officer shall submit to the CHA a statement of account which clearly sets forth at least the following information by dates (month, day, year) for each separate matter: (1) the full name and number of the matter; (2) a detailed description of work performed; (3) the full name of the individual(s) who performed the work; (4) the amount of time billed to the tenth of an hour and appropriately charged for each described legal service/activity; (5) the total number of hours charged under each rate for each attorney or paralegal; (6) an invoice number; and (7) the purchase order number assigned to each matter. All invoices not submitted in the manner described herein will be returned to Ethics/EEO Officer for revision. Ethics/EEO Officer's rates set forth in Exhibit II shall be the maximum rates Ethics/EEO Officer may charge the CHA during the effective period of this Agreement.

Section 4.02 Funding, Budgets and Reimbursable Expenses

As detailed in the CHA Outside Counsel Billing Guidelines set forth in Exhibit III, Ethics/EEO Officer will be reimbursed for necessary out-of-pocket expenses such as filing costs, witness fees, printing and copying costs and similar expenses relating to the Services, provided that such expenses shall not include Ethics/EEO Officer's normal office operating expenses. Pursuant to the CHA Outside Counsel Billing Guidelines, Ethics/EEO Officer shall prepare a services budget and submit the budget to the General Counsel for approval for each matter assigned, and shall prepare and submit to the General Counsel for approval any revisions to the budget as needed prior to performing any services necessitating such revision.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to (1) availability of Federal funds from HUD, (2) the approval of funding by the CHA Board of Commissioners, and (3) the Ethics/EEO Officer's satisfactory performance of the Services. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA may notify Ethics/EEO Officer of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made to Ethics/EEO Officer under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder. To the extent this Agreement is terminated due to the non-appropriation of funds, Ethics/EEO Officer shall turn over all Work Product to the General Counsel.

ARTICLE 5 DISPUTES

Except as otherwise provided in this Agreement, either Ethics/EEO Officer or the General Counsel shall bring any dispute concerning a question of fact arising under this Agreement which is not resolved to the CHA's Director of Procurement and Contracts for decision upon written submissions of the parties, subject to the review and approval of the Chief Executive Officer. The Director of Procurement and Contracts shall reduce his or her decision to writing and mail or otherwise furnish a copy of his decision to Ethics/EEO Officer. The decision of the Director of Procurement and Contracts, upon approval of the Chief Executive Officer, shall be final and binding.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance

Prior to the commencement of this Agreement, the Ethics/EEO Officer agrees to procure and maintain at all times during the term of this Agreement, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of the Ethics/EEO Officer, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Ethics/EEO Officer must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A". The insurance provided shall cover all operations under the Agreement, whether performed by the Ethics/EEO Officer or by its subcontractor, joint ventures, partners, agents, officers or employees.

A. Required Insurance Coverage

1. Workers Compensation and Occupational Disease Insurance

Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory), Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.

2. Commercial/General Liability Insurance written on an occurrence form (Primary) and Umbrella Liability (Excess)

Commercial Liability Insurance provided is to have limits of not less than one million dollars (\$1,000,000.00) per occurrence with an Aggregate of not less than two million dollars (\$2,000,000.00) (i.e. \$1,000,000.00/\$2,000,000.00). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Ethics/EEO Officer's officers, employees, agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Ethics/EEO Officer's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

3. Automobile Liability Insurance

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Ethics/EEO Officer shall provide Comprehensive Automobile Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the Ethics/EEO Officer's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

4. Professional Liability

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than two million dollars (\$2,000,000.00) per occurrence. Coverage extensions shall include Blanket Contractual Liability. 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.

5. Umbrella Liability

Umbrella Liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

B. Related Requirements

The Ethics/EEO Officer shall advise all insurers of the contract provisions regarding insurance. The failure of the Ethics/EEO Officer to notify insurers of the Agreement provisions shall not relieve Ethics/EEO Officer from its insurance obligations under this Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of the Agreement and the CHA retains the right to stop work until proper evidence of insurance is provided.

The Ethics/EEO Officer shall furnish the Chicago Housing Authority, Department of Procurement and Contracts, 60 East Van Buren, 13th Floor, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Agreement. In addition, copies of the endorsement(s) that add the CHA to the Ethics/EEO Officer's policy as an additional insured is required.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE ETHICS/EEO OFFICER COMMENCING WORK UNDER THIS AGREEMENT. THE ETHICS/EEO OFFICER OR ITS AUTHORIZED REPRESENTATIVES ARE NOT TO ENTER ONTO THE CHA'S PROPERTY PRIOR TO FULL COMPLIANCE WITH THIS AGREEMENT AND RECEIPT OF NOTIFICATION FROM THE CHA TO PROCEED.

Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Department of Procurement and Contracts prior to expiration of insurance coverage. At the CHA's option, non-compliance will result in one or more of the following actions: (1) The CHA will purchase insurance on behalf of Ethics/EEO Officer and will charge back all costs to Ethics/EEO Officer; (2) the Ethics/EEO Officer will be immediately removed from the CHA's property and the Agreement revoked; (3) all payments due the Ethics/EEO Officer will be held until the Ethics/EEO Officer has complied with this Agreement; or (4) the Ethics/EEO Officer will be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any Certificate of Insurance does not constitute agreement by the CHA that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of this Agreement. The insurance policies shall provide for thirty (30) days written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

If the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Ethics/EEO Officer shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Ethics/EEO Officer. The Ethics/EEO Officer shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Ethics/EEO Officer shall provide the CHA a thirty (30) days notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.

The Ethics/EEO Officer shall require all subcontractors to carry the insurance required herein or the Ethics/EEO Officer may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section 6.01(A) above. Evidence of such coverage must be submitted to the CHA. The Ethics/EEO Officer expressly understands and agrees that any insurance programs maintained by the CHA shall apply in excess of and will not contribute to insurance provided by the Ethics/EEO Officer under this Agreement.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION

Section 7.01 Events of Default Defined

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Ethics/EEO Officer to the CHA.

B. Ethics/EEO Officer's material failure to perform any its obligations under this Agreement including, but not limited to, the following:

1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services or due to a reason or circumstances within Ethics/EEO Officer's reasonable control;
2. Failure to perform the Services in a manner satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
3. Failure to promptly re-perform within a reasonable time Services/Work Product that were rejected as erroneous or unsatisfactory;
4. Discontinuance of the Services for reasons or circumstances within Ethics/EEO Officer's reasonable control;
5. 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;
6. Failure to follow status reporting and budgeting requirements of the General Counsel;
7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default; and
8. Failure to have and maintain the required licenses and certifications.

C. Any change in ownership or control of Ethics/EEO Officer without the prior approval of the General Counsel, which shall not be unreasonably withheld.

D. Ethics/EEO Officer's default under any other agreement it may presently have or may enter into with the CHA during the term of this Agreement. Ethics/EEO Officer acknowledges and agrees that, in the event of a default under this Agreement, the CHA may also declare a default under any such other agreements.

Section 7.02 Remedies

The occurrence of any event of default as described in Section 7.01 hereof which Ethics/EEO Officer has failed to cure within thirty (30) business days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default or, if such event of default cannot be reasonably cured within thirty (30) business days after notice, or if Ethics/EEO Officer has failed, in the sole opinion of the CHA, to commence and continue diligent efforts to cure, the CHA may, at its sole option, declare Ethics/EEO Officer in default. Whether to declare Ethics/EEO Officer in default is within the sole discretion of the General Counsel and neither that decision nor the factual basis for it is subject to review or challenge under the disputes provision of this Agreement. Written notification of the default, and any intention of the CHA to terminate

the Agreement, shall be provided to Ethics/EEO Officer and such decision shall be final and effective upon Ethics/EEO Officer's receipt of such notice pursuant to Article 10. Upon giving such notice, the CHA may invoke any or all of the following remedies:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of Ethics/EEO Officer, either directly or through others. Ethics/EEO Officer shall have, in such event, the right to offset from such cost the amount it would have cost the CHA under the terms and conditions of this Agreement, had Ethics/EEO Officer completed the Services;

B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the CHA;

C. Any appropriate equitable remedy;

D. The right to money damages, including but not limited to attorney's fees and costs;

E. The right to withhold all or any part of Ethics/EEO Officer's compensation hereunder;
and,

F. The right to deem Ethics/EEO Officer non-responsible for future contracts to be awarded by the CHA.

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 Ethics/EEO Officer to continue to provide the Services despite one or more events of default, Ethics/EEO Officer 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.

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

Section 7.03 Termination for Convenience

The CHA may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the CHA to Ethics/EEO Officer when the CHA deems the Agreement to be no longer in the best interests of the CHA. If the CHA elects to terminate the Agreement in full, all Services to be provided hereunder shall cease upon the effective date stated in the notice, or if no date is stated in the notice, then the termination date shall be effective ten (10) days after the date the notice is received. Any notice shall be given in accordance with Article 10 of this Agreement.

If the CHA's election to terminate this Agreement for default pursuant to Section 7.02 hereof is determined in a court of competent jurisdiction to have been wrongful, then, in that case, the termination shall be deemed to be a termination for convenience pursuant to this Section 7.03.

Section 7.04 Suspension

The CHA may at any time request that Ethics/EEO Officer suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to Ethics/EEO Officer or immediately in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. Ethics/EEO Officer shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the General Counsel and such equitable extension of time as may be mutually agreed upon by the General Counsel and Ethics/EEO Officer when necessary for continuation or completion of the Services.

No suspension of this Agreement shall in the aggregate exceed a period of forty-five (45) days within any one contract year. If the total number of days of suspension exceeds forty-five (45) days, Ethics/EEO Officer may treat such suspension as a termination for convenience upon written notice by the CHA pursuant to Section 7.03 of this Agreement.

Section 7.05 No Damages for Delay

Ethics/EEO Officer agrees that it shall make no claims against the CHA for damages, services charges, additional costs or fees incurred by reason of delays or hindrances by the CHA in the performance of Ethics/EEO Officer's obligations under this Agreement.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, Ethics/EEO Officer warrants and represents:

A. That it is financially solvent; that it and each of its partners, attorneys, employees, agents, subcontractors of any tier are competent to perform the Services required under this Agreement; and that Ethics/EEO Officer is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

B. That no officer, agent or employee of the CHA is employed by Ethics/EEO Officer 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 Board of Commissioners and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Ethics/EEO Officer to any CHA employee or on behalf of any sub-consultants to Ethics/EEO Officer or anyone associated therewith, as an inducement for the award of this contract or a subcontract; and Ethics/EEO Officer further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA;

C. That Ethics/EEO Officer shall not use the services of any ineligible (debarred or suspended) attorney or consultant for any purpose in the performance of its Services under this Agreement;

D. That Ethics/EEO Officer and its attorneys and sub-consultants are not in default at the time of the execution of this Agreement, or deemed by the General Counsel to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the CHA;

E. That Ethics/EEO Officer has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Services required; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis, and preparation was adequate;

F. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that Ethics/EEO Officer can and shall perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

G. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto, and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officers, agents or employees, has induced Ethics/EEO Officer to enter into this Agreement or has been relied upon by Ethics/EEO Officer;

H. That Ethics/EEO Officer, its partners and attorneys are in good standing with the Illinois Attorney Registration and Disciplinary Board and/or the Wisconsin Officer o Lawyer Regulation;

I. That Ethics/EEO Officer acknowledges that the CHA, in its selection of the Ethics/EEO Officer Counsel to perform the Services hereunder, materially relied upon the Ethics/EEO Officer's proposal that the aforesaid information was accurate at the time it was made, that no material changes to that proposal have been nor will be made without the express consent of the CHA;

J. That Ethics/EEO Officer understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination to this Agreement;

K. That Ethics/EEO Officer, its partners and attorneys, are not in violation of the provisions of U.S.C. Sec. 666 (a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-6 et seq. (1989), as amended respectively; and

L. That Ethics/EEO Officer shall act in accordance with the CHA's Ethics Policy, as amended from time to time and any protocols in connection with such policy the CHA may adopt from time to time.

Section 8.02 Joint and Several Liability

In the event that Ethics/EEO Officer, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), each and every obligation or undertaking herein stated to be fulfilled or performed by the Ethics/EEO Officer shall be the joint and several obligation or undertaking of each such individual or other legal entity.

Section 8.03 Business Documents and Contractor's Affidavit

To the extent applicable, Ethics/EEO Officer shall provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreements, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registration as a sole proprietor or registrations of assumed names or limited partnerships.

Ethics/EEO Officer shall execute a Contractor's Affidavit before a notary public, and the Contractor's Affidavit shall be attached hereto as Exhibit V and incorporated by reference as if fully set forth herein.

Section 8.04 Conflict of Interest and Anti-Lobbying

A. No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and or 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 from it.

B. Ethics/EEO Officer covenants that its partners, attorneys and employees, or consultants, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. Ethics/EEO Officer further covenants that in the performance of this Agreement no person having any such interest shall be employed. Ethics/EEO Officer will insure that it and persons working on its behalf do not undertake any representation or other relationship that places Ethics/EEO Officer or the CHA in an actual or potential conflict of interest with any other individual or entity. Ethics/EEO Officer will advise the CHA in writing of any situation or representation that constitutes or appears to constitute an actual or potential conflict of interest immediately upon learning of such a situation or representation and will inform the CHA in writing of corrective courses of action available. Ethics/EEO Officer agrees to request a waiver of the conflict of interest from the General Counsel. Ethics/EEO Officer must fully detail the nature of the conflict of interest. Any waiver of the conflict of interest from the General Counsel must be in writing. Ethics/EEO Officer agrees that if the CHA determines that any of the Ethics/EEO Officer's services for others conflict with the Services to be rendered under this Agreement, Ethics/EEO Officer shall terminate such other services immediately.

C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR sec. 85.36(b)(3), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who 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 year thereafter.

D. Furthermore, Ethics/EEO Officer represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.05 Non-Liability of Public Officials

No official, employee or agent of the CHA shall be charged personally by Ethics/EEO Officer, or by any assignee or subcontractor of Ethics/EEO Officer, with any liability or expenses of defense or be held personally liable to Ethics/EEO Officer under any term or provision of this Agreement, because of CHA's execution or attempted execution of this Agreement, or because of any breach hereof.

Section 8.06 Independent Contractor

Ethics/EEO Officer shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, or partner of the CHA.

Section 8.07 Annual Contributions Contract

Notwithstanding any provision contained herein to the contrary, the CHA and Ethics/EEO Officer hereby certify that Ethics/EEO Officer's Services shall be performed in accordance with the provisions of the Annual Contributions Contract between HUD and the CHA.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement.

Section 9.02 Counterparts

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

Section 9.03 Amendments, Addenda and Approvals

A. No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Ethics/EEO Officer and by either the General Counsel or the Chief Executive Officer of the CHA or their respective successors and assigns or the Chief Executive Officer's designee. The CHA shall incur no liability for additional Services without a prior written amendment to this Agreement pursuant to this Section.

B. Whenever in this Agreement, Ethics/EEO Officer is required to obtain prior written approval, the effect of any approval that may be granted shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was requested.

Section 9.04 Compliance with All Laws

The Ethics/EEO Officer shall at all times observe and comply with all applicable laws, ordinances, rules, regulations (including but not limited to HUD 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. Provisions(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement or such provision(s).

In furtherance (but not in limitation) of the immediately preceding paragraph, the Ethics/EEO Officer shall at all times observe and comply with, as applicable, the Uniform Administrative Requirements contained in 24 C.F.R. 85.1 et seq. (including but not limited to the provisions of 24 C.F.R. 85.36(i) incorporated into and made a part of this Agreement by this reference), as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as amended; the Fair Housing Act (42 U.S.C. 3601 et seq.), as amended; Exec. Order No. 11,063 (27 Fed. Reg. 11,527 (1962)), as amended by Exec. Order No. 12,259 (46 Fed. Reg. 1,253 (1980)); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as amended; the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), each as amended; the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), each as amended; the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), as amended; the Clean Air Act (42 U.S.C. 7401 et seq.), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Exec. Order No. 11,246 (30 Fed. Reg. 12,319 (1965)), Exec. Order Nos. 12,086 (43 Fed. Reg. 46,501 (1978)) and 11,375 (32 Fed. Reg. 14,303 (1967)); Exec. Order No. 12,372 (47 Fed. Reg. 30,959 (1982)); the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 C.F.R. Part 3), each as amended; the Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352), as amended; Exec. Orders 12,549 (51 Fed. Reg. 6,370-71 (1986)) and 12,689 (54 Fed. Reg. 34,131 (1989)) and the Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Additionally, the Ethics/EEO Officer shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised.

The Ethics/EEO Officer shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Ethics/EEO Officer hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Ethics/EEO Officer agrees that service of process on Ethics/EEO Officer may be made, at the option of the CHA, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Ethics/EEO Officer or by personal delivery on any officer, director, or managing or general agent of Ethics/EEO Officer. 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 9.06 Severability

If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 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 9.08 Assigns

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 legal representatives, successors, transferees and assigns.

Section 9.09 Cooperation

Ethics/EEO Officer agrees at all times to cooperate fully with the CHA and to act in the CHA's best interests. If this Agreement is terminated for any reason or expires on its own terms, Ethics/EEO Officer shall make every effort to assure an orderly transition to another Ethics/EEO Officer, if any, undertake the orderly demobilization of its own operations in connection with the Services, and guarantee the uninterrupted provision of Services during any transition period. Ethics/EEO Officer shall also otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination or expiration of this Agreement.

Section 9.10 Miscellaneous Provisions

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

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between Ethics/EEO Officer and CHA shall be to the Office of the General Counsel. No verbal communication between the parties shall change any of the terms and conditions of this Agreement.

Section 10.02 Notices

Any notices sent to Ethics/EEO Officer shall be mailed by U.S. mail, postage prepaid to:

Pugh, Jones and Johnson, P.C.
180 North LaSalle Street, Suite 3400
Chicago, Illinois 60601-2807
Attn: Jorge Cazares

Notices sent to the CHA shall be mailed by U.S. mail, postage prepaid to:

Office of the General Counsel
Chicago Housing Authority
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

ARTICLE 11 AUTHORITY

Section 11.01 CHA's Authority

Execution of this Agreement is pursuant 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.

Section 11.02 Ethics/EEO Officer's Authority

To the extent applicable, the signature(s) of each person signing on behalf of Ethics/EEO Officer have been made with complete and full authority to commit Ethics/EEO Officer to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the CHA and Ethics/EEO Officer have executed this Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens
Dionna Brookens
Deputy Chief Procurement Officer

PUGH, JONES AND JOHNSON, P. C.

By: [Signature]
(Its Partner or Authorized Officer)

DATE: 7-8-2016

FEIN NO: 36-3783269

Approved as to form and legality for
Chicago Housing Authority purposes only:

CHICAGO HOUSING AUTHORITY
Office of the General Counsel

By: [Signature]

EXHIBIT I

INTENT AND SCOPE OF SERVICES

INTENT AND SCOPE OF SERVICES

1. Ethics Counseling, Adjudicating and Training Services

Statement of Work: The CHA seeks the assistance of the Ethics/EEO Officer to serve as Ethics Officer pursuant to the CHA Ethics Policy ("Policy"), as may be amended from time to time. The Ethics Officer will be required to perform the following tasks:

- a. Initiate and receive complaints of violations of any of the provisions of the Policy.
- b. Conduct investigations of alleged violations of the Policy in accordance with the procedures and standards specified in the Policy and any protocols as may be established from time to time by the CHA; and recommend or impose appropriate corrective action and/or sanctions. The Ethics Officer may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct.
- c. Provide advice and information to CHA employees and officials and persons who have or seek CHA contracts regarding the standards of conduct embodied in and requirements of the Policy. The Ethics Officer must also provide information about the interpretation and requirements of the Policy and any applicable Federal, state or local laws impacting ethics generally, and advice about their application in specific circumstances.
- d. Educate and train CHA employees and officials, persons who have or seek CHA contracts and the public about the requirements of the Policy and any applicable Federal, state or local laws impacting ethics upon request by the CHA.
- e. Regulate and enforce the standards of conduct required in the Policy by distributing, collecting and reviewing Statements of Financial Interests filed each year by CHA employees and officials. Maintain and make available for public inspection Statements of Financial Interest filed by CHA employees and officials.
- f. Provide such other services as are inherent in serving as the Ethics Officer under the Policy.

See Article IV of the attached CHA Ethics Policy;

2. CHA's Equal Employment Opportunity Officer ("EEO Officer")

The EEO Officer performs various functions in connection with CHA's policies with respect to discrimination, harassment and accommodations made for employees with disabilities.

As stated in the Employee Handbook, the CHA is committed to maintaining a work environment that is free of discrimination. Accordingly, the CHA will not tolerate any form of harassment, unlawful discrimination or intimidation based upon protected status, against employees by anyone including managers, supervisors, co-workers, executives, other employees, vendors, clients, customers or other third parties. The CHA will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive work environment.

EEO Officer or designee addresses all equal employment opportunity concerns of CHA employees including complaints of discrimination, harassment or hostile work environment and requests for accommodation due to religion or disability. Complaints may concern hiring, promotion, transfer, work environment, or any other term or condition of employment.

When a complaint of discrimination is made to the EEO Officer, the EEO Officer will conduct an investigation of the complaint and conclude the complaint resolution process within forty-five (45) calendar days of its receipt, if feasible.

In investigating and resolving EEO complaints, the EEO Officer will do the following:

- a. Determine whether the complaint concerns an equal employment opportunity issue or whether it is more appropriately addressed in the grievance or problem-solving procedure provided in the CHA Employee Handbook.
- b. Work with staff and employees with disabilities and their supervisors and Department Directors to make reasonable accommodation determinations for those employees, where appropriate.
- c. Investigate all complaints of discrimination in a fair, impartial and expeditious manner.
- d. Where feasible and desirable, conciliate conflicts that exist for reasons other than discrimination.
- e. Where the complaint is determined to be without substantive merit, issue a determination to the complaining employee advising the employee that no further EEO action will be taken and, where appropriate, refer the employee to other processes or services to address the employee's issues.
- f. Where discriminatory conduct is found, issue a corrective action determination to the Department Director via the Director of Human Resources.
- g. Conduct a follow-up investigation within thirty (30) calendar days of issuing a corrective action determination to ensure that the corrective action recommendation is followed.
- h. Where a corrective action determination has not been followed, issue a report to the Director of Human Resources and the Chief Executive Officer to seek assistance in enforcing the corrective action determination.

Complaints and reports shall be held in confidence to the extent that such confidence is consistent with the CHA's Policy of eliminating and correcting incidents of discrimination or harassment.

All CHA employees will be required to provide their full cooperation to the CHA's EEO Officer when that cooperation is requested.

EXHIBIT II

FEE SCHEDULE – BASE TERM

- | | | |
|----|------------------------|-------------------|
| 1. | PARTNER RATE: | \$285/HOUR |
| 2. | ASSOCIATE RATE: | \$250/HOUR |
| 3. | PARALEGAL RATE: | \$125/HOUR |

EXHIBIT III

CHA'S OUTSIDE COUNSEL BILLING GUIDELINES

CHICAGO HOUSING AUTHORITY'S OUTSIDE COUNSEL BILLING GUIDELINES
(as of 05/05/16)

The Chicago Housing Authority ("CHA") retains a broad range of outside counsel to assist and augment its legal staff. A lawyer from the Chicago Housing Authority's Office of the Chief Legal Officer ("OCLO") will be designated as your firm's point of contact when dealing with the CHA ("Designated Contact"). The CHA, through its Office of the Chief Legal Officer, is responsible for making all substantive decisions in matters for which outside counsel have been engaged.

These guidelines are applicable to all law firms retained by the CHA. If there are occasions or specific matters for which some of the procedures seem inappropriate, bring your concerns or special requests to the attention of your Designated Contact. The CHA reserves the right to modify these Billing Guidelines at any time.

STAFFING AND SUPERVISION

When the CHA retains outside counsel to work on a particular matter, we expect the lawyer whom we contact to be directly and intimately involved in that matter throughout its course, unless we otherwise specifically agree. We also expect to be consulted about other lawyers before they are assigned to work on any CHA matters and will not consider time expenditures for such lawyers to be authorized absent such consultation. You may not assign additional staff to any CHA matter without prior approval from the Designated Contact.

We expect that outside counsel will avoid:

- overstaffing CHA matters;
- shifting assigned personnel except when absolutely necessary and only when approved by the Designated Contact;
- charging for learning time of newly assigned lawyers when a shift in personnel is required;
- authorizing premature or peripheral legal or factual research;
- holding nonessential internal conferences about CHA matters; and
- routinely digesting, abstracting or summarizing documents and depositions; absent specific agreement otherwise.
- handling specific tasks through persons who are either overqualified (e.g., routine document review by a senior lawyer) or under-qualified (e.g., extensive research of general principles of law by junior associates);

The resources of the CHA's OCLO should be the starting point for your projects. For instance, it may be more efficient for us to gather and review files. For certain research activities (including legal research), or for business, financial or historical information, we expect you to look to the information and experience available through the CHA as a primary source. Accordingly, significant research projects and other non-routine activities that may involve the expenditure of considerable time by your firm should be discussed with us and approved in advance.

PROTOCOL

You and the Designated Contact should work closely together. In all circumstances, it is essential that you keep the Designated Contact fully and currently informed about the status of your matters and the import of new developments. By this we mean prompt personal communications where appropriate and periodic written status reports where appropriate.

You should consult with the Designated Contact regarding the various aspects of the matters to which you are assigned so that we can jointly determine whether, for example, a particular research project is necessary, a particular deposition makes sense from an economic standpoint, or a particular document production can be completed more economically in-house.

Should you communicate directly with any CHA employees outside of the Law Department or CHA vendors, you should report all such discussions on any matter of substance to the Designated Contact on the same day the matter is discussed.

All documents that you intend to file with a court or a government agency that may potentially affect the final disposition of a case must be sent to the Designated Contact with enough lead time to allow a meaningful review. Copies of final or as-filed documents should also be sent to the Designated Contact. In addition, the Designated Contact should be provided with copies of any memorandum, whether an internal research memorandum or one filed in a court, for which the CHA is to be charged a fee.

Settlement demands and overtures must be conveyed to the Designated Contact immediately. The Designated Contact will consult with the appropriate CHA official and will authorize settlement, if appropriate. No settlement may be entered into without prior approval of the Designated Contact.

Status Reporting for Personal Injury, Other Tort, Workers Compensation, and Employment-Related Litigation

Within two weeks of the receipt of a case or an assignment, you must acknowledge the acceptance in a letter directed to the Deputy General Counsel-Litigation enclosing the executed Task Order which should list the name of the responsible partner and any other lawyers or paralegals to be assigned to the specific matter. The acknowledgment letter should outline the activities to be performed within the first ninety days and provide a preliminary budget for those activities. Within ninety days thereafter, you should complete and forward a Status Report following a format provided by your Designated Contact. Your Status Report should provide the CHA with an initial evaluation and a proposed budget for the entire matter of the case or assignment. Interim status reports in letter form should be submitted every sixty days and should briefly update the information contained in the Status Report, even if there has been no activity.

As information becomes available, you should report all significant events directly to the Designated Contact. Significant events include depositions, witness interviews and court appearances. Depositions are to be briefly summarized in letter form and should include your impression of the

witness, effect upon the case or assignment, effect on the CHA's strategy and recommendations for future activities.

Legal Counsel should notify the Designated Contact of all settlement conferences or trial dates as soon as the date is set, and they should discuss whether the Designated Contact or other CHA representative should attend any settlement conferences or trials.

At least six months prior to trial, Legal Counsel must submit a detailed evaluation of liability and damages for the case, including potential settlement amounts and verdict awards. You must obtain written authority from the Designated Contact to proceed to trial. During trial, you are expected to report daily to your Designated Contact.

All correspondence, significant pleadings, acknowledgment letters, Status Reports, information and documents should be forwarded to:

Deputy General Counsel - Litigation
Chicago Housing Authority
Office of the Chief Legal Officer
60 East Van Buren, Twelfth Floor
Chicago, IL 60605

Status Reporting for Non-Litigation Matters

Within two weeks of the receipt of an assignment on a non-litigation matter, you must acknowledge acceptance in a letter directed to the Designated Contact enclosing the executed Task Order which should list the name of the responsible partner and any other lawyers or paralegals to be assigned to the specific matter. The acknowledgment letter should outline the activities to be conducted within the first ninety days and provide a preliminary budget for those activities. Within ninety days thereafter, you must provide a budget through the conclusion of the matter. Legal Counsel and the Designated Contact should agree on the most appropriate reporting procedures thereafter.

All correspondence, significant matters, acknowledgment letters, Status Reports, information and documents should be forwarded to the appropriate Designated Contact at the address below:

Chicago Housing Authority
Office of the Chief Legal Officer
60 East Van Buren, Twelfth Floor
Chicago, IL 60605

BUDGET

You will be required to provide a budget when you are retained to handle a matter. Legal fees and costs must not exceed the budgeted amount without prior approval.

The budget must specifically include the work expected to be done, the identity and the billing rate of each lawyer and paralegal assigned to the matter, and the amount of time the work is expected to take. This budget should be updated quarterly. Any variances from the proposed budget should be clearly shown. You must notify the Designated Contact if it becomes apparent that the budget is being or will be exceeded.

Unless otherwise approved in advance, the CHA will not pay charges for time spent preparing budgets or monthly bills.

EXPENSES

The CHA will reimburse your firm for out-of-pocket expenses at your firm's cost, except for certain disbursements that will not be paid unless agreed to in advance by the Designated Contact.

Messenger Services. We will reimburse you for actual charges billed to your firm for deliveries (including overnight express), but only when such expedited delivery is necessary. All decisions about modes of delivery, from hand delivery to overnight express, to electronic transmission, should be made with due regard for need, economy and good sense. We will not pay for in-house messenger services.

Local and Surface Travel. If you are required to travel more than 100 miles round trip on CHA business, we will reimburse reasonable mileage rates for the use of personal cars or the actual cost of buses or trains necessitated by the CHA's business, which are not part of your lawyers' or employees' commuting costs during regular business hours in accordance with applicable CHA policies.

Out-of-Town Travel. Any out of town travel must be approved in advance by your Designated Contact. Only in unusual circumstances will travel by more than one attorney be approved. Charges for attorney time during travel are reimbursable only if such time is actually used in performing services for the CHA. You must make travel arrangements by means that will insure that the best and most reasonable prices for air or ground transportation are obtained. We will reimburse your firm only for coach rates. We will reimburse your firm for reasonable hotel charges and for reasonable meal charges. Please see the reimbursement rates for travel expenses as listed on the attached sheet. We will not pay for personal expenses incurred in conjunction with such travel (for example, entertainment, alcohol, dry cleaning).

Experts and Consultants. The selection and retention of appraisers, experts and consultants must be coordinated with and approved by the Designated Contact. These charges must be itemized on your bill.

Other Expenses. The CHA will pay the actual cost of services such as court reporting, printing and the acquisition of specific materials if such expenses were approved in advance by the Designated Contact.

Non-Reimbursable Expenses. Unless authorized in advance by the Designated Contact, the CHA will NOT pay for the following expenses or charges:

- secretarial, clerical or word processing services (normal, temporary or overtime);
- administrative, clerical and other services such as proofreading, file creation, file organization and maintenance, "clearing conflicts," and personnel training;
- accounting services;
- photocopy expenses at more than 10 cents per page;
- facsimile charges, other than actual long distance charges associated with the transmission;
- local telephone expenses;
- office supplies;
- charges for business meals or refreshments (unless related to out of town travel);
- local travel expenses;
- in-house messenger services;
- costs associated with purchase or rental of equipment such as copiers, fax machines, computers, software, postal machines, etc.;
- computerized research unless approved in advance;
- normal postage;
- charges associated with preparing an invoice or resolving disputes over invoices.

LAWYER AND PARALEGAL TIME REPORTING

Minimum Charges. All professional time must be billed to the nearest one-tenth (0.1) of a hour for each activity included in a billing entry.

Daily Time Descriptions by Lawyer or Paralegal. The CHA will not pay for "blocked entries," namely a line item with a single time charge for multiple activities. A time charge must accompany each activity.

For example the following is not acceptable:

10/2/00--5.00 hours--Phone conference with Hargrove re deposition; conference with client re same; prepare substantive changes to Answer; attend deposition of Hargrove.

The following is acceptable:

10/2/00--5.00 hours--Phone conference with witness Hargrove re deposition (.20); conference with client name re same (.50); prepare substantive changes to Answer (1.30); attend deposition of Hargrove (3.00).

Attendance at Meetings, Hearings, Depositions. The CHA generally will pay for only one attorney from your firm to attend depositions, meetings, or arguments. The CHA recognizes that additional people as identified in your budget may be needed for trials and major hearings. Prior approval from the Designated Counsel must be obtained if time is to be billed for more than one attorney to attend a meeting, deposition, trial or hearing. In addition to the above restrictions, we will not accept bills

of a "miscellaneous" or "other" category of expenses. We will not pay charges, however designated on your invoice, attributable specially to weekend work (other than charges in the permitted categories detailed in this section), or for air conditioning, heating, office machine attendants, lighting, parking, clerical assistance, or other costs associated with the maintenance of a law office.

Legal Research. You should obtain prior approval from the Designated Contact before conducting a legal research project that is expected to exceed two (2) hours. When seeking approval, you should be prepared to address the purpose of the research; who will perform the research; whether the research can be performed effectively by lower-level personnel; whether the firm has previously conducted research on these or similar issues; whether the lawyer has access to prior research on the same topic; and the approximate number of hours needed to complete the research. The CHA should not be charged for routine research.

Research concerning matters of common knowledge among reasonably experienced counsel in the Chicago area is considered routine. Where circumstances exist that enable you to use your data banks, the CHA should only be charged for research connected with updating previously researched materials. It is expected that paralegals or junior associates will be used for research matters, avoiding extensive research time expended by partners or senior associates. Copies of research products prepared for a CHA matter should be forwarded to the Designated Contact.

Vague Descriptions. The use of vague or generally described activities is unacceptable. Generic and general activity descriptions that lack specificity, such as the following examples, are not appropriate and will not be compensated:

- | | |
|-------------------------|--------------------------|
| . Arrangements with | . Receipt of documents |
| . Conference with | . Prepare correspondence |
| . Discussion with | . Review correspondence |
| . Meeting with | . Review case and issues |
| . Discovery | . Telephone call |
| . Work on file | . Meeting preparation |
| . Research | . Closing preparation |
| . Motion work | . Update strategy |
| . Review/draft document | . Work on project |

Billings for discussions, meetings, and telephone calls should specifically describe the parties, the subject, and the purpose. Any correspondence, pleading and other document that is prepared or reviewed must be identified and described. Any legal or factual research must identify the issue(s) researched.

Office Conferences. The CHA will not allow for non-essential intra-office conferences, and it will pay for only reasonable amounts of time expended on essential conferences on substantive matters. The CHA will not pay for intra-office conferences that are either administrative or educational in nature.

Reviewing Files. The CHA should not be charged for general, diary or status file reviews. A file review that is not precipitated by an event (such as a telephone call or receipt of correspondence) or that does not result in the creation of any tangible work product should not be billed to the CHA. The CHA will not pay for the review of a file by a party who is merely supervising the work of another law firm employee. Such supervision is considered part of the firm's overhead and is already contained in the firm's hourly rate structure. The CHA will not pay for time spent by newly assigned attorneys or paralegals to familiarize themselves with a matter on which staffing has changed while the case is in progress.

Paralegal Functions. Examples of activities that should generally be performed by paralegals are:

- preparing first drafts of basic forms and documents;
- ordering searches;
- ordering public records documents for closings;
- organizing materials;
- organizing and re-organizing files that involve case documents such as separating and cataloging responses to requests for production of documents;
- indexing file material if professional judgment with respect to categorization is required;
- preparing subpoenas for deposition, entry of appearance, substitution of counsel, routine interrogatories and requests to produce, jury trial demands, and other routine litigation documents;
- summarizing answers to interrogatories;
- preparing records requests and subpoenas;
- summarizing employment and other records;
- abstracting depositions.

Secretarial/Clerical/Administrative Functions. The CHA should be billed for work performed only by professionals (attorneys and paralegals), and it should not be charged an hourly or flat rate or fee for work that is secretarial or clerical or administrative in nature. The CHA considers the following services to be clerical, administrative or secretarial in nature, and it should not be charged for them regardless of who performs the task:

- scheduling meetings and appointments;
- making travel arrangements;
- maintaining calendars;
- filing, organizing or reorganizing files;
- date-stamping documents;
- pick-up or delivery of documents and records;
- preparing documents for mailing or shipping;
- tabbing or indexing file materials (unless professional judgment as to the index categories must be used);
- creating and organizing binders, notebooks, folders, files, etc.;
- ordering vendor services and providing instructions to vendors;

- processing vendor bills;
- collating;
- organizing files for storage;
- updating lists;
- copying and binding documents;
- inventorying documents;
- preparing enclosure letters;
- preparing invoices and negotiating billing questions.

FORMAT OF INVOICES

All matters should be invoiced on a sixty (60) day basis, regardless if there were services provided for in a given month. Final invoices which should be submitted within thirty (30) days of the final activity. A single original invoice should be submitted to the Chief Legal Officer for review, processing and payment. Copies of invoices for reimbursable expenses should be submitted with the original invoice for professional services. Duplicate and/or copies of invoices should not be submitted to any other CHA department.

The format of the itemized statement must include the following information for each matter:

- the complete name or title of the matter as outlined in the assignment letter;
- a unique invoice number for the particular bill;
- your firm's taxpayer identification number;
- your firm's Lawson identification number;
- the name of the Designated Contact;
- the inclusive dates of the months covered by the bill;
- the name, status, hourly rate, total hours billed (not recorded), and total amount billed for each lawyer or paralegal whose rates compose the fee; and
- an itemized list of permissible disbursements and the actual or permissible charge for each disbursement.

Each 60-day invoice submitted for payment should include a cover sheet, a copy of which is attached for your convenience. You must include with your statement both time sheet or diary detail for time charges and copies of invoices or internal data compilations for all disbursements.

Only those statements submitted in accordance with the foregoing procedure will be processed. Any statement that does not contain the specified information will be returned to your firm with a request for revision and/or explanation.

The CHA has the right to examine and audit all of your firm's billings for any work charges to the CHA and all of the supporting data for those billings.

EXHIBIT IV

MBE/WBE/DBE AND SECTION 3 UTILIZATION PLANS AND POLICIES

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

RFP/IFB/CONTRACT/PURCHASE ORDER NO: 448 (2016) DATE FORM SUBMITTED: 5/25/2016

PROJECT TITLE: Ethics Officer and Equal Employment Opportunity (EEO) Officer

PRIME CONTRACTOR NAME(S): Pugh, Jones & Johnson, P.C.

ADDRESS: 180 N. LaSalle St., Suite 3400, Chicago, IL 60601 TELEPHONE: 312-768-7800

CONTACT NAME/TITLE: Jorge V. Cazares, Partner

E-MAIL ADDRESS: jcazares@pjlaw.com

Ethnicity: Firm - African American Gender: male

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO. : 

CONTRACT AMOUNT: \$ 181,000

M/W/DBE TOTAL: \$ 181,000

M/W/DBE TOTAL PERCENTAGE: 100 %

NOTE: The M/W/DBE Total represents the sum of all of the subcontracts listed on this Schedule A, including Self-Performing Prime's portion.

The Contractor shall in determining the manner of M/W/DBE participation, first consider Direct Participation with M/W/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. After exhausting reasonable good faith efforts and with prior CHA approval, the bidder/proposer may also meet all or part of the CHA's M/W/DBE commitment goals, through Indirect Participation, by contracting with M/W/DBEs for the provision of goods and services not directly related to the performance of the contract/scope of work. Indirect participation can be demonstrated by providing copies of canceled checks (both front and back) paid to the certified subcontractors, and a Letter of Certification that was current at the time the checks were issued to the subcontractor (must be entered into B2Gnow and Contract Compliance Specialist will approve). Indirect participation must have occurred within a six month period of the dates of this contract and will not be considered as acceptable participation on multiple contracts.

Firms seeking M/W/DBE subcontracting credit via Direct or Indirect participation must include one (1) current certification from a CHA approved certifying agency. A copy of a current Letter of Certification is required. Applications for certified status will not be accepted. M/W/DBEs utilized for direct or indirect participation must be currently certified by one of the following agencies: City of Chicago, METRA, PACE, Cook County, State of Illinois - Central Management Services (CMS), Women Business Development Center (WBDC), Chicago Transit Authority (CTA), the Chicago Minority Supplier Development Council (CMSDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA 8(a)). For contractors whose principal business address is located outside of the metropolitan Chicago area, certification of comparable agencies will be considered.

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

I. DIRECT PARTICIPATION

A. COMPANY NAME: Pugh, Jones & Johnson, P.C.
ADDRESS: 180 North LaSalle Street, Suite 3400, Chicago, IL 60601
CONTACT PERSON: Jorge V. Cazares **TELEPHONE:** 312-768-7800
E-MAIL ADDRESS: jcazares@pjlaw.com
ORIGINAL M/W/DBE DOLLAR VALUE: \$181,000 **% of Total Contract Value:** 100%
AMENDED M/W/DBE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:
legal services
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
one year, with an additional one year option

B. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ **TELEPHONE:** _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
AMENDED M/W/DBE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

C. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ **TELEPHONE:** _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
AMENDED M/W/DBE DOLLAR VALUE: _____ **% of Total Contract Value:** _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

E. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

F. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

G. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

H. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

I. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

II. INDIRECT PARTICIPATION

A. COMPANY NAME: none
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): _____

B. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): _____

C. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): _____

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

D. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

E. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

F. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTOR)

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts, supplier agreements, purchase orders referencing the SPEC, RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department, Contract Compliance Section, 60 East Van Buren, 13th Floor, Chicago, IL 60605.

I do solemnly declare and affirm under the penalty of perjury that the contents of the forgoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

NAME OF PRIME CONTRACTOR (Print or Type)

Pugh, Jones & Johnson, P.C.

AUTHORIZED OFFICER

Stephen H. Pugh



5/25/2016

Name

Signature

Date

NAME OF NOTARY (Print or Type)

Mary Ann Rojas

STATE OF Illinois COUNTY OF Cook ON THIS 25th DAY OF

May 20 16 BEFORE ME APPEARED (NAME) Stephen H. Pugh TO ME PERSONALLY

KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY

AUTHORIZED BY (NAME OF COMPANY) Pugh, Jones & Johnson, P.C. TO EXECUTE THIS AFFIDAVIT AND DID SO AS

HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC  (SEAL) COMMISSION EXPIRES:

3-11-2020

MARY ANN RUJAS
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 11, 2020

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

PRIME/GENERAL CONTRACTOR'S NAME: Pugh, Jones & Johnson, P.C.

RFP/IFB/RFQ/CONTRACT or PO NUMBER: 448 (2016) DATE FORM COMPLETED: 5/25/2016

PROJECT TITLE: Ethics Officer and Equal Employment Opportunity Officer

CONTACT NAME/TITLE: Jorge V. Cazares

E-MAIL ADDRESS: jcazares@pjlaw.com CONTRACT AMOUNT: \$181,000.00

PLEASE READ CAREFULLY AND SIGN THE ACKNOWLEDGMENT ON PAGE 4
PRIOR TO COMPLETING AND SUBMITTING SCHEDULE B

Overview:

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135 and the CHA's Section 3 Policy. The Contractor hereby submits Schedule B to identify employment, subcontracting, and other opportunities for Chicago Housing Authority residents and low income Chicago area residents during the term of the contract between the Contractor and CHA. Any changes to this Utilization Plan must be approved by the Contract Compliance Specialist, via an amended Schedule B and Section 3 Change Form, when requested.

Type of Contract	Contract Amount	Section 3 Requirements		
		Hiring	Contracting	Other Economic Opportunities
Construction	All Contract Values	30% <i>Of all <u>new</u> hires</i>	10% <i>Of total contract value subcontracted</i>	See instructions
Other Contracts (Including Professional Service)	All Contract Values	30% <i>Of all <u>new</u> hires</i>	3% <i>Of total contract value subcontracted</i>	See instructions

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Instructions:

Part I: Hiring

- Per 24 CFR 135.30, Section 3 requires at least 30% of the contractor's new hires be Section 3 residents.
- The prime contractor is required to fill out the Table I.b Hiring Chart- **ENTIRE WORKFORCE** for both Prime and all Subcontractors in Part I: Hiring. This chart includes Section 3 hires, AS WELL AS all other non-section 3 hires for the scope of work.
- Table I.a **SAMPLE Hiring Chart Entire Workforce** for both Prime and all Subcontractors is provided to you as a sample.
- Table I.b Hiring Chart Entire Workforce for both Prime and all Subcontractors will require you to indicate the total workforce that you and your subcontractors already have in place and those you need to hire. You will need to list their (1) Job Titles, (2) Total Employees Needed at each Job Title, (3) Total Number of Employees Currently Employed at each Job Title, (4) Total New Hires Needed for each Job Title, (5) Total Section 3 Hires for each Job Title, (6) Total Columns (1) through (5) individually, and (7) Total New Section 3 Hires Required and (8) Percentage of New Hires that are Section 3.
- By filling out the hiring chart, the Contractor affirms that the jobs identified for Section 3 residents shall be for meaningful employment.
- A Prime Contractor may satisfy the CHA Resident Hiring Requirements through the hiring of Section 3 residents through his/her subcontractors.
- The Hiring Chart must be completed in its entirety, including a response for each column, in addition to proper calculations in each field where totals are required.
- If any proposed Section 3 positions cannot be filled, a Section 3 Change Form is required under the Section 3 Policy.
- Prime Contractors and Subcontractors are required to use CHA's Section 3 Job Opportunities website to fill all Section 3 positions.

Part II: Contracting

- Per 24 CFR 135.30, Section 3 requires Construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all Other Contracts.
- **The definition of 'Section 3 Business Concern' under HUD Regulations is:**
 - (1) 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- Section 3 subcontracting refers to direct participation (only subcontracts for work that is included in the scope of the project).
- Contractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in 24 CFR 135.36.
- The Prime Contractor is required to fill out the contracting information in Table II: Contracting Commitments, Table II.a: Section 3 Business Concern Contracts, Table II.b.: Contracting Shortfall (if necessary), and/or Table II.c: Outreach Efforts (if necessary) of Part II.
- Table II: Contracting Commitments requires you to indicate the Total Dollar Value being subcontracted to Section 3 Business Concerns and the percentage of the total contract value, to which the total of all Section 3 Business Concern subcontracts is equivalent.

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- **Table II.a. Section 3 Business Concern Contracts** requires you to identify each Section 3 Business Concern that will hold a subcontract under this Contract. The Company's Name, Contract Value, and Scope of Work to be Performed must be identified in order for the plan to be considered complete. A corresponding Schedule C must be submitted with the Schedule B.
- **Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts** must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
 - When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
 - If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts. You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the 'reasons for not subcontracting'.
 - This is required before Other Economic Opportunities are proposed.
- **PRIME CONTRACTOR MUST USE CHA'S SECTION 3 JOB OPPORTUNITIES WEBSITE TO IDENTIFY AND HIRE ANY AND ALL SECTION 3 EMPLOYEES. CHA WILL NOT CONSIDER OR AUTHORIZE ANY ALTERNATE PROPOSALS TO IDENTIFY SUCH EMPLOYEES.**

Part III: Other Economic Opportunities

- In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the Table III: Other Economic Opportunities Plan(s).
- **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**
- Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.
- If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
 - **Hiring Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund. **NOTE: The amount shall not exceed \$100,000 for any one contract.**
 - **Contracting Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund. **NOTE: The amount shall not exceed \$500,000 for any one contract.**
 - A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities. **NOTE: The amount shall not exceed \$500,000 for any one contract.**

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- Charts have been provided for each category accepted under Other Economic Opportunities. You must outline the actual proposed opportunity, how you will measure the success of this opportunity, and the anticipated results. You will only need to complete the tables that apply to your Section 3 Plan.
- Please reference the Section 3 Policy for more details.

This page (page 4) must be signed by a Principal of the Contractor. The last page (page 12) must be signed and notarized. This document is subject to change, by the CHA, at any time.

Prime Contractor Acknowledgement of Section 3 Requirements:



Signature of Principal of Contractor

5/25/2016
Date

Stephen H. Pugh

Print Name

SCHEDULE B - SECTION 3 UTILIZATION PLAN
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SAMPLE HIRING CHART

[illegible]

2

50%

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In the Section below, complete the hiring chart in accordance with the instructions on page 2. Please reference the Sample Hiring Chart.

Table I.b: Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed at each Job Title	Total Number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for Each Job Title
<i>List the Job Titles that are needed to complete your scope of work- including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i>	<i>List how many employees are needed to complete the Scope of Work for each Job Title.</i>	<i>List how many employees are currently employed at this position.</i>	<i>List how many of these positions are currently open.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
Attorneys	1 - 4	1 - 4	0	0
Paralegals	1 - 2	1 - 2	0	0
(6) Totals:				

(7) Total New Section 3 Hires Required: <i>(Total of column (4) x 0.3) round up to the nearest whole number</i>	0
(8) Percentage of New Hires that are Section 3: <i>(Total of column (5) ÷ Total of column (4)) x 100= % of New Hires</i>	0%

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Part II: CONTRACTING

Table II: Contracting Commitments

In the section below, outline the total dollar value and percentage of the total contract value that will be subcontracted with Section 3 Business Concerns.

Total Dollar Value of Section 3 Business Concern Contracts:	\$ 0
Total Percentage of Section 3 Business Concern Contracts:	0 %

Table II.a.- Section 3 Business Concern Contracts: In the table on the next page, outline the Section 3 Business Concerns that will be working on this contract. (Note: Each subcontractor listed below must submit a corresponding Schedule C)

Contracts to Section 3 Business Concerns
<p>COMPANY NAME: <u>not applicable to the Ethics & EEO Officer duties</u></p> <p>ADDRESS: _____</p> <p>CONTACT PERSON: _____ TELEPHONE: _____</p> <p>E-MAIL ADDRESS: _____</p> <p>ORIGINAL CONTRACT DOLLAR VALUE: _____</p> <p>AMENDED CONTRACT DOLLAR VALUE: _____</p> <p>NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</p> <p>WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____</p> <p>Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): _____</p>
<p>COMPANY NAME: _____</p> <p>ADDRESS: _____</p> <p>CONTACT PERSON: _____ TELEPHONE: _____</p> <p>E-MAIL ADDRESS: _____</p> <p>ORIGINAL CONTRACT DOLLAR VALUE: _____</p> <p>AMENDED CONTRACT DOLLAR VALUE: _____</p> <p>NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</p> <p>WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____</p> <p>Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): _____</p>

(If more space is needed, you can use page 8 multiple times)

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Contracts to Section 3 Business Concerns (continued)

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):

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Table II.b: Contracting Shortfall

If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company's letterhead.

The position of Ethics Officer and EEO Officer requires legal interpretation and application of the Authority's Ethics and EEO policies. These duties will be performed by Jorge Cazares and other legal partners and associates. Such duties do not require the use of subcontractors.

Table II.c: Outreach Efforts

If the Prime Contractor is unable to find subcontractors, after exhausting all good faith efforts, to perform under this scope of work, list the Companies that were contacted for subcontracting opportunities for this contract.

Outreach Efforts	
Business Name:	not applicable to the Ethics Officer and EEO Officer duties
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	

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Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

THIS SECTION MUST BE COMPLETED IF YOUR PLAN DOES NOT MEET THE MINIMUM HIRING (30% OF NEW HIRES) AND/OR CONTRACTING (10%/3%) REQUIREMENTS.

In the space provided below, please outline your plan to provide other economic opportunities to a Section 3 or low-income person (if more space is needed, please provide an attachment to this Schedule B). Examples of plans may include internship programs, mentorship programs, and teaming agreements. Please note that any indirect subcontracting should also be described in the section below. Refer to the instruction page for more information.

Indirect Participation (subcontracting to a Section 3 business for work outside the scope)

Note: An indirect subcontractor should still submit a Schedule C to correspond with this information.

COMPANY NAME: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

COMPANY NAME: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Mentorship Program Participation

Describe in detail the work that will be performed by the Section 3 Resident or Business Concern

Quantifiable Goals

Anticipated Results

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Training Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	See mentorship description above.
Quantifiable Goals	
Anticipated Results	

Internship Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

Other Results-Oriented Economic Opportunities (Please Describe)	
Note: Any part-time hires can be represented here.	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

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Please select which type of contribution is being paid into the Section 3 Fund, according to your Schedule B- Section 3 Utilization Plan. If a contribution is being made for Hiring and Contracting, you should indicate that in the chart below.

Section 3 Fund	
Note: Please refer to page three (3) Part III: Other Economic Opportunities for more details on contributions.	
Hiring	<input type="checkbox"/> 5% of total contract value (Construction)- Not to Exceed \$100,000 <input type="checkbox"/> 1.5% of total contract value (Professional Service)- Not to Exceed \$100,000
Contracting	<input type="checkbox"/> Contributing the difference between the actual subcontracting dollar amount and the minimum subcontracting requirement Not to Exceed \$500,000
	<input type="checkbox"/> 10% of total contract value (Construction) Not to Exceed \$500,000 <input checked="" type="checkbox"/> 3% (Other Contracts- Including Professional Service) Not to Exceed \$500,000

Contribution to Section 3 Fund	
(this is the total of all hiring and Contracting contributions identified in the Section 3 Fund chart above)	
Dollar Value of Contribution	\$5,430.00

How will I contribute the funds?	<input checked="" type="checkbox"/> CHA can deduct portions from each of my purchase orders
----------------------------------	---

By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the CHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form at the time the bid or proposal is due.

Pugh, Jones & Johnson, P.C.

NAME OF PRIME CONTRACTOR (Print or Type)

Stephen H. Pugh

Stephen H. Pugh

NAME OF AUTHORIZED OFFICER

Mary Ann Rojas

Date 6/8/2016

NAME OF NOTARY (Print or Type)

STATE OF Illinois COUNTY OF Cook ON THIS 8th DAY OF June 20 16 BEFORE ME APPEARED (NAME) Stephen H. Pugh

TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: Mary Ann Rojas (SEAL):

COMMISSION EXPIRES: 3-11-2020

MARY ANN ROJAS
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 11, 2020

INTERNAL CHA APPROVAL:

[Signature]
COMPLIANCE MANAGER'S SIGNATURE

6/8/16
DATE

INTERNAL CHA APPROVAL:

SECTION 3 ADMINISTRATOR
(Applicable when Other Economic Opportunities are proposed)

DATE

CHICAGO HOUSING AUTHORITY (CHA)
Procurement & Contracts Department Contract Compliance Division

SCHEDULE C
Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: Pugh, Jones & Johnson, P.C.

Certification Status (Check One): ☒ MBE ☐ WBE ☐ DBE

Section 3 Business Concern: ☐ Yes ☒ NO

FEIN: [REDACTED] **ETHNICITY:** African-American **GENDER:** male

CONTACT NAME/TITLE: Jorge V. Cazares, Partner

E-MAIL ADDRESS: jcazares@pjlaw.com

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: 448 (2016)

PROJECT TITLE: Ethics Officer & EEO Officer **DATE FORM COMPLETED:** 5/25/2016

PRIME CONTRACTOR: Pugh, Jones & Johnson, P.C. **312-768-7800**
(NAME) (TELEPHONE NUMBER)

NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan.

1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes ☐ No ☒

If yes, explain below (include dollar amount & percentage that will be subcontracted to other firms):

2. List commodities/services to be provided for the above-referenced contract:

Legal Services

3. Indicate the total dollar value: \$ 181,000

4. Terms of the agreement including but not limited to joint venture, subcontract, supplier or purchase order agreements on the above-referenced contract (timeframe and other subcontract details):

not applicable

CHICAGO HOUSING AUTHORITY (CHA)
Procurement & Contracts Department Contract Compliance Division

SCHEDULE C
Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

AFFIDAVIT

The undersigned will enter into a signed agreement with the Prime Contractor listed above within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Subcontractor ^{self performing prime} to make this affidavit. *BP*

Pugh, Jones & Johnson, P.C.

(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

Stephen H. Pugh
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

5/25/2016

(DATE)

Mary Ann Rojas

(NAME OF NOTARY - PRINT OR TYPE)

STATE OF Illinois COUNTY OF Cook

ON THIS 25th DAY OF May 20 16

BEFORE ME APPEARED (NAME) Stephen H. Pugh

to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by Pugh, Jones & Johnson, PC to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC:

Mary Ann Rojas

COMMISSION EXPIRES:

3-11-2020

(SEAL)

MARY ANN ROJAS
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 11, 2020



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 21 2013

Stephen Pugh
Pugh, Jones & Johnson, P.C.
180 N. La Salle Street
Chicago, IL 60601

Dear Mr. Pugh:

We are pleased to inform you that Pugh, Jones & Johnson, P.C. has been recertified as a Minority Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 11/01/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 11/30/2014, 11/30/2015, 11/30/2016, and 11/30/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 11/30/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 09/30/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

On

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
541110 – Law Firms

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee 
Chief Procurement Officer

JLR/gc

EXHIBIT V

CONTRACTOR'S AFFIDAVIT

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: Pugh, Jones & Johnson, P.C.
Bidder/Proposer Address: 180 North LaSalle Street, Suite 3400
Chicago, IL 60601

IFB/RFP NUMBER: Event No. 488 (2016)

Federal Employee I.D. #: [REDACTED] or Social Security #: _____

Instructions: **FOR USE WITH ALL CONTRACTS.** Every Contractor submitting a bid/proposal to the Chicago Housing Authority ("CHA") must complete this Contractor's Affidavit. Special attention should be paid to those Sections which require the Contractor to provide certain information to the CHA. The Contractor should complete this Contractor's Affidavit by signing and notarizing Section XIV. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event the Contractor is unable to certify to any of the statements contained herein, the Contractor must contact the Department of Procurement and Contracts of the CHA and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Stephen H. Pugh as President
(Name) (Title)

and on behalf of Pugh, Jones & Johnson, P.C. ("Contractor") having been duly
(Business Name)

sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

All bidders/proposers/contractors shall provide the following information with their bid/proposal/contract. Complete all blanks by entering the requested information or if the question is not applicable, answer with "NA". If the answer is none, please answer "none".

Bidder/Proposer is a:	<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Sole Proprietor
(Check One)	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Not-for-Profit Corporation
	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>	Other

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Average Annual Sales – Last 3 years: \$7,841,172

Current Net Worth: _____ Date Business Started 08/29/2011

SECTION 1. FOR PROFIT CORPORATIONS

- a. Incorporated in the State of IL
- b. Authorized to do business in the State of Illinois YES [X] NO []
- c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
<u>Stephen H. Pugh</u>	<u>President</u>	_____	_____
<u>Walter Jones</u>	<u>Vice President</u>	_____	_____
<u>Dennis P.W. Johnson</u>	<u>Sec'y/Treasurer</u>	_____	_____
_____	_____	_____	_____

- d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
<u>Stephen H. Pugh</u>	<u>180 N. LaSalle, #3400</u> <u>Chicago, IL 60601</u>	<u>33-1/3</u> %
<u>Walter Jones</u>	<u>180 N. LaSalle, #3400</u> <u>Chicago, IL 60601</u>	<u>33-1/3</u> %
<u>Dennis P.W. Johnson</u>	<u>180 N. LaSalle, #3400</u> <u>Chicago, IL 60601</u>	<u>33-1/3</u> %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other Corporations?
YES [] NO [X]
- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%

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of the proportionate ownership of the corporation and indicate the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

NOTE: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with its bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

SECTION 2. PARTNERSHIP

If the bidder/proposer is a partnership, indicate the name of each partner (or attach list) and the percentage of interest of each therein.

NAME OF PARTNERS (Print/Type)	PERCENTAGE INTEREST
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIPS

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES ☐ NO ☐
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee (s), indicate the principal(s) for whom the agent or nominee holds such interest.

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Name(s) of Principal(s) (Print/Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

- a. Incorporated in the State of _____.
- b. Authorized to do business in the State of Illinois YES [] NO []
- c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
-------------------	--------------------	-------------------	--------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The General Counsel may require any such additional information from any entity to achieve full disclosure relevant to the Contract. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Director of Procurement and Contracts takes action on the Contract or other action required of the General Counsel.

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II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor's Affidavit or if a subcontractor or subcontractor's affiliated entity during a period of three (3) years prior to the date of award of the subcontract:
 - a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1 et seq.
 - b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of the Illinois Criminal Code, 720 ILCS 5/33E-

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4, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.

4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Chicago Housing Authority or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to CHA employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor's Affidavit are true and correct.
5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a CHA officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.
2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time certifications in form and substance equal to the certification Subsection A of Section II of this Affidavit. The Contractor shall not, without the prior written permission of the CHA, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's

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affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of any of the conduct described in Section II (A) hereof.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the CHA upon request.
4. The Contractor will not, without the prior written consent of the CHA, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.
5. Contractor hereby agrees, if the CHA so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq. as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

Notes 1-4 For Section II. Contractor's Certification

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.
2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

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3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).
4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAX DELINQUENCIES

In completing this Section III, authorized signatory must initial on the line next to the appropriate subsection.

1. N/A Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
 2. N/A Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
 3. N/A Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.
1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

- 1) the contract is for goods or services vital to the public health, safety, or welfare; and
- 2) the CHA is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV. PUNISHMENT

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contract or and allows the CHA to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

V CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

A. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

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- B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.
- C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

VI. EPA CONTRACTOR LISTING

- A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
 - 1. The Clean Air Act (42 U.S.C. 4701 et. seq.), as amended;
 - 2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
 - 3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
 - 4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
 - 5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
 - 6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
 - 7. Illinois Environmental Protection Agency regulations, as amended;
 - 8. Illinois Department of Labor regulations, as amended;
 - 9. City of Chicago Ordinances, as amended;
- B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.

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- C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.
- D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

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Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each such failure.

VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

As used in this Affidavit, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term "Contractor" shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the CHA

- A. **REPORTS:** Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitle "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further

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agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the CHA will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

- D. The Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS/PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

IX. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR Part 60) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

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

YES _____ NO X _____

- B. If answer to 1, is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

YES _____ NO _____

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X. DAVIS - BACON CERTIFICATION

- A. By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the CHA by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a) (1)).
- B. No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the CHA by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).
- C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI. SECTION 3 CERTIFICATION

For all contracts where Section 3 is applicable, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq and CHA Resolutions implementing Section 3 requirements. The Prime Contractor will submit a Schedule B-Section 3 Utilization Plan to identify employment, subcontracting, and other economic opportunities for CHA residents and low- and very low-income Chicago area residents during the term of the contract between the Prime Contractor and CHA.

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. _____ and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

XIII. ETHICS POLICY

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

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XIV. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Stephen H. Pugh

Signature of President or Authorized Officer

Stephen H. Pugh

Name of President or Authorized Officer

President

Title

312-768-7800

Telephone Number

State of ILLINOIS)

County of COOK)

Signed and sworn to before me this 23rd day of March, 20 16
by

Stephen H. Pugh (Name) as President

(Title) of Pugh, Jones & Johnson, P.C. (Contractor)

Notary Public Signature

Beverly Carter

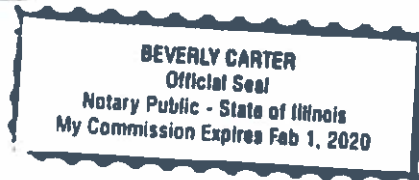


EXHIBIT VI

CHA ETHICS POLICY

CHA BOARD APPROVED ETHICS POLICY



CHA

CHICAGO HOUSING
AUTHORITY

Approved by CHA Board of Commissioners
April 21, 2015

CHA ETHICS POLICY

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Approved by CHA Board of Commissioners
April 21, 2015

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CHA ETHICS POLICY

ARTICLE I. GENERAL

Section 1. Code of Conduct

- (a) The code of conduct set forth in this section shall guide the conduct of every Officer and Employee of the CHA. All Officers and Employees shall:
- (1) Remember that they are public servants who must place loyalty to the CHA and the federal and Illinois constitutions, laws, and ethical principles above their private gain or interest.
 - (2) Give a full day's work for a full day's pay.
 - (3) Put forth honest effort in the performance of their duties.
 - (4) Treat members of the public with respect and be responsive and forthcoming in meeting their requests for information.
 - (5) Act impartially in the performance of their duties, so that no private organization or individual is given preferential treatment.
 - (6) Refrain from making any unauthorized promises purporting to bind the CHA.
 - (7) Never use any nonpublic information obtained through the performance of CHA work other than in the performance of official duties and responsibilities for the CHA.
 - (8) Engage in no business or financial transaction with any individual, organization or business that is inconsistent with the performance of their CHA duties.
 - (9) Protect and conserve CHA property and resources, and use CHA property and resources only for authorized purposes or activities.
 - (10) Disclose waste, fraud, abuse, and corruption to the appropriate authorities.
 - (11) Adhere to all applicable laws and regulations that provide equal opportunity for all persons regardless of race, color, religion, gender, national origin, age, sexual orientation, or disability.
- (b) At the time of employment or becoming a CHA Officer or Employee, every CHA Officer or Employee shall sign, in a form prescribed by the Ethics Officer, a commitment to follow the CHA's code of conduct set forth in this section. The Department of Human Resources shall administer such commitment and provide a copy of the commitment to each Employee at the time of hiring. The CHA's Chief Legal Officer shall administer such commitment and

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provide a copy of the commitment to each CHA Officer at the time of his or her appointment.

- (c) This section is not intended to, and does not create any right or benefit, substantive or procedural, enforceable at law or in equity, by any party against the CHA, its departments, agencies, or entities, its Officers, Employees, or agents, or any other person.

Section 2. Fiduciary Duty

Officers and Employees of the CHA shall at all times in the performance of their duties owe a fiduciary duty to the CHA.

Section 3. Applicability

This Policy applies to all CHA Officers and Employees, and by contract to certain CHA Contractors and Subcontractors. All Officers, Employees and Contractors shall sign a statement acknowledging that they (1) have received a copy of this Policy, (2) have read its contents, (3) agree to adhere to its provisions, and (4) may be subject to sanctions, up to and including immediate dismissal or removal, if they violate any provision of this Policy.

ARTICLE II. DEFINITIONS

Section 1. Definitions

Whenever used in this Ethics Policy the following terms shall have the following meanings:

- (a) "Administrative action" means any decision on, or any proposal, consideration, enactment or making of any rule, regulation, or any other official non-ministerial action or non-action by any department, or by any Officer or Employee of any department, or any matter which is within the official jurisdiction of the Chief Executive Officer.
- (b) "Board of Commissioners" means the governing body of the CHA which establishes, approves, and/or enacts policies for the CHA.
- (c) "Business relationship" means any business relationship that creates a Financial interest on the part of the Officer or Employee, or the spouse or Domestic partner of the Officer or Employee.
- (d) "CHA" means the Chicago Housing Authority.
- (e) "Compensated time" means any time worked by or credited to an Employee that counts toward any minimum work time requirement imposed as a condition of employment with the CHA, but does not include any designated CHA holidays or any period when the Officer or Employee is on an approved vacation or leave of absence.

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- (f) "Compensation" means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.
- (g) "Contract management authority" means personal involvement by CHA Officers and Employees in, or direct supervisory responsibility for, the formulation or execution of a CHA contract, including without limitation, the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms, or supervision of performance.
- (h) "Contractor" means any entity or Person (including his agents or employees acting within the scope of their employment) Doing business with the CHA.
- (i) "Covered relative" means the spouse or domestic partner of any Officer or Employee, or the Immediate family, and Relatives residing in the same residence with the Officer or Employee.
- (j) "Doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the CHA in an amount in excess of \$10,000.00 in any 12 consecutive months.
- (k) "Domestic partner" means a domestic partner satisfying the eligibility requirements of the CHA Domestic Partners Benefit Policy.
- (l) "Employee" means an individual employed by the CHA, whether part-time or full-time, but excludes paid and unpaid members of the Board of Commissioners.
- (m) "Ethics Officer" means the person responsible for monitoring and enforcing the CHA Ethics Policy.
- (n) "Expenditure" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.
- (o) "Financial interest" means an interest held by an Officer or Employee that is valued or capable of valuation in monetary terms with a current value of more than \$1,000.00, provided that such interest shall not include:
 - (1) the authorized compensation paid to an Officer or Employee for any office or employment;
 - (2) a time or demand deposit in a financial institution;
 - (3) an endowment or insurance policy or annuity contract purchased from an insurance company;
 - (4) any ownership through purchase at fair market value or inheritance of the shares of a mutual fund corporation, regardless of the value of or dividends on such shares, if

such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended;

- (5) any ownership through purchase at fair market value or inheritance of not more than \$15,000.00 worth of the shares of a corporation or any corporate subsidiary, parent or affiliate thereof regardless of the dividends on such shares if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; or
 - (6) any ownership by a current Officer or Employee through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, and if such ownership existed before the effective date of this Policy.
- (p) "Gift" means any thing of value given without fair-market-value consideration.
 - (q) "Immediate family" means spouse or Domestic partner, child, mother, father, grandmother, grandfather, grandchildren, brother, and sister.
 - (r) "Instrument of ownership" means deeds, common or preferred stock certificates, rights, warrants, options, bills of sale, interests in proprietorships, partnerships, joint ventures, and beneficial interests in trusts and land trusts.
 - (s) "Officer" means any paid or unpaid member of the CHA Board of Commissioners.
 - (t) "Person" means any individual, entity, corporation, limited liability company, partnership, sole proprietorship, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, whether or not operated for profit.
 - (u) "Political contribution" means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise, for purposes of influencing in any way the outcome of any election. For the purposes of this definition, a political contribution does not include:
 - (1) A loan made at a market rate by a lender in the ordinary course of business;
 - (2) The use of real or personal property and the cost of invitations, food, and beverages, voluntarily provided by an individual in rendering voluntary personal services on the individual's residential premises for candidate-related activities, provided the value of the service provided does not exceed an aggregate of \$150.00 in a reporting period; or

- (3) The sale of any food or beverage by a vendor for use in a candidate's campaign at a charge less than the normal comparable charge, if such charge for use in a candidate's campaign is at least equal to the cost of such food or beverage to the vendor.
- (v) "Political fundraising committee" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any election, receives or expends money or anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee, or other entity.
- (w) "Prohibited political activity" means:
 - (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
 - (2) Soliciting contributions, including but not limited to purchasing, selling, distributing, or receiving payment for tickets for any political fund-raiser, political meeting, or other political event.
 - (3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
 - (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or for or on behalf of a political organization for political purposes or for or against any referendum question.
 - (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
 - (6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.
 - (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
 - (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
 - (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.

- (10) Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- (12) Campaigning for any elective office or for or against any referendum question.
- (13) Managing or working on a campaign for elective office or for or against any referendum question.
- (14) Serving as a delegate, alternate, or proxy to a political party convention.
- (15) Participating in any recount or challenge to the outcome of any election.
- (x) "Relative" means a Person who is related to an Officer or Employee as spouse or as any of the following, whether by blood or by adoption: parent, child, brother or sister, aunt or uncle, great aunt or great uncle, first cousin, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister and includes the grandfather or grandmother of the Person's spouse and the Person's fiancé or fiancée.
- (y) "Resolution" means any resolution, amendment, report or any other matter pending or proposed to the Board of Commissioners or a committee or a subcommittee including any other matters which may be the subject of a Board of Commissioners' action.
- (z) "Seeking to do business" means taking any action within the past six (6) months, or expecting to take any action within the next six (6) months, to obtain a contract or business from the CHA.
- (aa) "Subcontractor" means any entity or Person (including officers, agents, or employees acting within the scope of their employment) paid, directly or indirectly, with CHA funds for services which will inure to the benefit of the CHA, regardless of the nature of the relationship of such individual to the CHA for purposes other than this Policy.

ARTICLE III. SUBSTANTIVE CODE OF CONDUCT PROVISIONS

Part A. Duty to Report and Whistleblower Protection

Section 1. Duty to Report Corrupt or Unlawful Activity

- (a) Every CHA Officer or Employee shall report, directly and without undue delay, to the CHA Inspector General or CHA Ethics Officer any and all information concerning conduct

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which such Officer or Employee knows or should reasonably know to involve corrupt or other unlawful activity by: (i) another CHA Officer or Employee which concerns such Officer's or Employee's office or employment; or (ii) any Person dealing with the CHA which concerns the Person's dealings with the CHA.

- (b) Every Contractor shall report, directly and without undue delay, to the CHA Inspector General any and all information concerning conduct which such Contractor knows or should reasonably know to involve corrupt or unlawful activity by: (i) any of its employees which concerns such employee's performance of CHA-related work; or (ii) any Person dealing with the CHA which concerns the Person's dealings with the CHA.
- (c) Any Officer or Employee who knowingly fails to report a corrupt or unlawful activity as required in this section shall be subject to employment sanctions, including discharge, in accordance with procedures under which the Employee may otherwise be disciplined. A CHA Contractor's knowing failure to report corrupt or unlawful activity as required by this section shall constitute an event of default under the contract. For purposes of this section, a report made to the CHA Inspector General or Ethics Officer hotlines shall be considered to be a report under this section.
- (d) Every CHA Officer, Employee, and Contractor shall cooperate with the CHA Inspector General, the CHA Ethics Officer, and Internal Auditors in the performance of their respective investigations.

Section 2. Whistleblower Protection

- (a) For purposes of this section, "Retaliatory Action" means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms and conditions of employment of any employee that is taken in retaliation for an employee's involvement in protected activity as set forth in subsection (b) of this section.
- (b) No Person shall take any Retaliatory Action against an Employee or any other Person because the Employee or the Person does any of the following:
 - (1) Discloses or threatens to disclose an activity, policy, or practice of any Officer, Employee, or CHA Contractor that the Employee or other Person reasonably believes evidences:
 - (i) an unlawful use of CHA funds or CHA funding for actions performed by or on behalf of the CHA, unlawful use of official authority, or other unlawful official conduct that poses a substantial and specific danger to public health or safety by any Officer, Employee or CHA Contractor; or
 - (ii) any other violation of a law, rule, or regulation by any Officer, Employee, or CHA Contractor that relates to their work performed for, or on behalf of, the CHA.

- (2) Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any official activity, policy, or practice described in subparagraph (b)(1) above.
- (3) Reports to, cooperates with, or assists the CHA Inspector General, the CHA Ethics Officer, or the Internal Auditors in the performance of their respective offices.
- (c) If any Retaliatory Action is taken against an Employee in violation of this section, the CHA shall take such actions within its power to remedy the negative effects of such retaliation.

Part B. Improper Influence and Conflicts of Interest

Section 3. Improper Influence

No Officer or Employee shall make, participate in making or in any way attempt to use his position to influence any CHA decision or action in which he knows or has reason to know that he has any Financial interest distinguishable from that of the general public.

Section 4. Conflicts of Interest; Appearance of Impropriety

- (a) No Officer or Employee shall make or participate in the making of any policy, or governmental or administrative decision, with respect to any matter in which he or she has any Financial interest distinguishable from that of the general public, or from which he or she has derived any income or compensation during the preceding 12 months or from which he or she reasonably expects to derive any income or compensation in the following 12 months.
- (b) To avoid even the appearance of impropriety, any Officer who:
 - (1) has any Financial interest in any matter pending before the CHA; or
 - (2) has a Business relationship with a Person or entity with a matter pending before the CHA Board of Commissioners or any board committee that requires board action,

shall publicly disclose the nature and extent of such interest or Business relationship on the records of proceedings of the Board of Commissioners, and shall also notify the Ethics Officer of such interest within 72 hours of delivery of information regarding the matter to the board member, or as soon thereafter as the member is or should be aware of such potential conflict of interest. The Ethics Officer shall make such disclosures available for public inspection and copying immediately upon receipt. The board member shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the CHA Board of Commissioners is or should be aware of such potential conflict.

- (c) Any Employee who has a Financial interest in any matter pending before the CHA shall disclose the nature of such interest to the Ethics Officer and the Chief Legal Officer and, if the matter is pending in his or her own department, to the head of the department. The obligation to report under this subsection arises as soon as the Employee is or should be aware of the pendency of the matter. This subsection does not apply to applications for health, disability or workers' compensation benefits.

Section 5. Interest in CHA Business

- (a) No Officer or Employee shall have a Financial interest in his or her own name or in the name of any other Person in any contract, subcontract, work or business of the CHA, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the CHA. Compensation for property taken pursuant to the CHA's eminent domain power shall not constitute a Financial interest within the meaning of this section.
- (b) No Officer or Employee who has Contract management authority over any contract, work or business of the CHA shall have a Financial interest in any entity which is a Contractor, Subcontractor, or otherwise a party to that contract, work, or business.
- (c) Unless sold pursuant to a process of competitive bidding following public notice, no Officer or Employee shall have a Financial interest in the purchase of any property that (i) belongs to the CHA, or (ii) is sold by virtue of legal process initiated by the CHA. No Officer or Employee shall engage in a transaction described in this section unless the matter is wholly unrelated to the Officer's or Employee's CHA duties and responsibilities.

Section 6. Representation of Other Persons

- (a) No Officer or Employee may represent, or derive any income or compensation from the representation of, any Person other than the CHA in any formal or informal proceeding or transaction before the CHA in which the CHA's action or non-action is of a non-ministerial nature; provided that nothing in this subsection shall preclude any Employee from performing the duties of his employment, or any appointed Officer from appearing without compensation before the CHA on behalf of his constituents in the course of his duties as an appointed Officer.
- (b) No Officer or Employee may represent, or derive any income or compensation from the representation of, any Person in any judicial or quasi-judicial proceeding before any administrative agency or court in which the CHA is a party and that Person's interest is adverse to that of the CHA, or in any judicial or quasi-judicial proceeding before any administrative agency or court in which the CHA may be liable for the judgment or may be obligated to indemnify any of the parties.
- (c) No Officer or Employee may represent any Person in the circumstances described in subsection (a) or (b) unless the matter is wholly unrelated to the Officer's or Employee's CHA duties and responsibilities.

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Section 7. CHA-Owned Property

No Officer, Employee, or Contractor shall engage in or permit the unauthorized use of CHA-owned property. Nothing in this provision prohibits Officers and Employees from utilizing telephone, facsimile, pagers, and computer equipment for limited personal use consistent with CHA's Communications Equipment Policy.

Section 8. Use or Disclosure of Confidential Information

No current or former Officer or Employee shall use or disclose, other than in the performance of his or her official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his or her position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, or disclosed under the Illinois Open Meetings Act, or obtained without a court order.

Section 9. Solicitation or Receipt of Money for Advice or Assistance

No Officer or Employee, or the spouse, Domestic partner, or minor child of any of them, or any Covered relative shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the CHA; provided, however, that nothing in this section shall prevent an Officer or Employee or the spouse or Domestic partner of an Officer or Employee from accepting compensation for services wholly unrelated to the Officer's or Employee's CHA duties and responsibilities and rendered as part of his or her non-CHA employment, occupation or profession if the Employee has complied with the approval provisions of Article III, Section 15.

Section 10. Prohibited Conduct

- (a) No Officer or Employee or the spouse or Domestic partner of such Officer or Employee, or any entity in which such Officer or Employee or his or her spouse or Domestic partner has a Financial interest, shall apply for, solicit, accept or receive a loan of any amount from any Person who is either Doing business or Seeking to do business with the CHA; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business. This subsection shall not apply to an entity in which the only Financial interest of the Officer or Employee or his or her spouse or Domestic partner is related to the spouse's or Domestic partner's independent occupation, profession or employment.
- (b) No Officer, or the head of any CHA department, shall knowingly retain or hire as a CHA Employee or CHA Contractor any Person with whom any Officer or Employee has a Business relationship.

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- (c) No Officer or Employee shall negotiate the possibility of future employment with any Person, except with a government agency, that has a matter currently pending before such Officer or Employee.
- (d) For a period of one year from the date of employment or becoming a CHA Officer or Employee, no CHA Officer or Employee shall participate in a decision-making capacity in a matter that benefits his or her immediate former employer or immediate former client who the Officer or Employee represented or on whose behalf he or she acted as a consultant prior to becoming a CHA Officer or prior to commencing his or her CHA employment.
- (e) No Officer or Employee shall use his or her office or position to secure a personal benefit, gain, or profit, or use his or her office or position to secure special privileges or exceptions for himself or herself, or for the benefit, gain, or profit of any other Person.

Section 11. Employment of Relatives

- (a) No Officer or Employee shall employ, advocate for employment, or supervise, in any CHA department in which said Officer or Employee serves or over which he or she exercises authority, supervision, or control, any Person (i) who is a Relative of said Officer or Employee, or (ii) in exchange for or in consideration of the employment of any of said Officer's or Employee's Relatives by any other Officer or Employee.
- (b) No Officer or Employee shall exercise Contract management authority where any Relative of the Officer or Employee is employed by or has contracts with any Person doing CHA work over which the Officer or Employee has exercised or exercises Contract management authority over any CHA contract if a Relative of the Officer or Employee will perform any part of the contract, or will derive an economic benefit from the contract, or if any Relative exercises or has exercised Contract management authority over the contract.
- (c) No Officer or Employee shall use or permit the use of his or her position to assist any Relative in securing employment or contracts with any Person over whom the Employee or Officer exercises Contract management authority. The employment of or contracting with a Relative of such a CHA Officer or Employee by such a Person within six months prior to, during the term of, or six months subsequent to the period of a CHA contract shall create a rebuttable presumption that said employment or contract was obtained in violation of this Policy.

Section 12. Prohibited Political Activities

- (a) No Officer or Employee shall intentionally perform any Prohibited political activity during any Compensated time.
- (b) No Officer or Employee shall intentionally use any CHA property or resources of the CHA in connection with any Prohibited political activity, including but not limited to CHA issued electronic communication devices the use of which also is subject to the CHA Communications Equipment Policy.

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- (c) No Officer or Employee shall intentionally require at any time any other Officer or Employee to perform any Prohibited political activity: (i) as part of the other Officer's or Employee's duties; (ii) as a condition of employment; or (iii) during any compensated time off.
- (d) No Officer or Employee shall be required at any time to participate in any Prohibited political activity in consideration of additional compensation or any other benefit, including a salary adjustment, bonus, compensatory time off, or continued employment.
- (e) No Officer or Employee shall be awarded additional compensation or any benefit for such Officer's or Employee's participation in any Prohibited political activity.
- (f) Nothing in this section shall be construed to prohibit activities that an Officer or Employee undertakes as part of such Officer's or Employee's official duties or such activities that the Officer or Employee may undertake on a voluntary basis, and which are not otherwise prohibited by this section.

Section 13. Solicitation or Acceptance of Political Contributions and Membership on Political Fundraising Committees

- (a) The Hatch Act, 5 U.S.C. §1501 et seq., restricts the political activity of Employees in that they (i) may not be candidates for public office in a partisan election; (ii) may not use official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for office; or (iii) may not directly or indirectly coerce contributions from another Officer or Employee in support of a political party or candidate.
- (b) No Officer or Employee shall compel, coerce or intimidate any other Officer or Employee to make, refrain from making or solicit any Political contribution or engage in political activities. No Officer or Employee shall knowingly solicit any Political contribution from any other Officer or Employee over whom he or she has supervisory authority. Nothing in this section shall be construed to prevent any Officer or Employee from voluntarily making or soliciting an otherwise permissible contribution or from receiving an otherwise permissible voluntary contribution.
- (c) No Officer or Employee shall knowingly solicit or accept any Political contribution from a Person Doing business or Seeking to do business with the CHA.
- (d) No Person with Contract management authority shall serve on any Political fundraising committee.

Section 14. Post-Employment Restrictions

- (a) No former Officer or Employee shall assist or represent any Person other than the CHA in any judicial or administrative proceeding involving the CHA, if the Officer or Employee was

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counsel of record or participated personally and substantially in the proceeding during his or her term of office or employment.

- (b) No former Officer or Employee shall, for a period of one year after the termination of the Officer's or Employee's term of office or employment, assist or represent any Person in any business transaction involving the CHA, if the Officer or Employee participated personally and substantially in the subject matter of the transaction during his or her term of office or employment; provided, that if the Officer or Employee exercised Contract management authority with respect to a contract this prohibition shall be permanent as to that contract.
- (c) The provisions of subsection (b) do not apply to any former Officer or Employee who is acting within the scope of his employment while employed by any other governmental unit.

Section 15. Outside Employment

All CHA Employees are prohibited from engaging in secondary employment unless the Employee's Department Director, the Director of Human Resources, and the Chief Legal Officer provide written approval of such secondary employment. Each January, all Employees are required to complete and submit a Secondary Employment Report and Request Form, attesting that the Employee does not have secondary employment or requesting approval for such employment. Such form must be submitted annually, even if secondary employment has previously been approved. Secondary employment includes traditional employment, independent contractor and self-employment arrangements. It is the Employee's obligation to seek approval before commencing secondary employment if the Employee's secondary employment status changes prior to the January reporting period. Employees are prohibited from obtaining secondary employment with the City of Chicago or any Sister Agency (Chicago Public Schools, Chicago Police Department, Chicago Park District, Metropolitan Water Reclamation District, etc.).

Section 16. Contract Inducements

No payment, gratuity or offer of employment shall be made in connection with any CHA contract, by or on behalf of a Subcontractor to the prime Contractor or higher-tier Subcontractor or any Person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every CHA contract and solicitation.

Part C. Gifts and Other Favors

Section 17. Offering, Receiving and Soliciting Gifts or Favors

- (a) (1) Except as otherwise provided in this Policy, no Officer or Employee and, subject to subsection (g), no Covered relative, shall:
 - (i) Solicit any gift;
 - (ii) Accept any anonymous gift; or

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- (iii) Accept any gift of cash, gift card or cash equivalent.
- (2) Except as otherwise provided in this Policy, no Officer or Employee and, subject to subsection (g), no Covered relative, shall knowingly accept any gift unless the total value of all gifts given to the Officer, Employee, or Covered relative by a single source amounts to no more than \$50.00 in a calendar year; provided however, that Department of Procurement Employees shall be prohibited from accepting any gift in any amount from a CHA Contractor Doing business or Seeking to do business with the CHA.
- (b) No Officer or Employee shall accept any gift or money for participating in speaking engagements, lectures, debates or organized discussion forums in the course of the Officer's or Employee's employment.
- (c) No Officer or Employee shall offer, with intent to violate, or make a gift that violates, this section.
- (d) The restrictions in subsection (a) shall not apply to the following:
 - (1) Any opportunity, benefit, loan, or service that is available to the public on the same terms.
 - (2) Anything for which the Officer or Employee pays the fair market value.
 - (3) Any gift from a Relative or personal friend, unless the Officer or Employee has reason to believe that, under the circumstances, the gift was given because of the official position of the Officer or Employee.
 - (4) Any bequest, inheritance, or other transfer at death.
 - (5) Any gift that is given to, or is accepted on behalf of the CHA, provided that any Person receiving the gift on the CHA's behalf shall immediately report to the CHA's Board of Commissioners, who shall add such gift to the inventory of CHA property.
 - (6) Any award for public service, provided that such award is not cash, a gift card, or cash equivalent.
 - (7) Any material or travel expense for meetings related to a public or governmental educational purpose, provided that any such travel has been approved in advance by the CHA's Chief Executive Officer and further provided that such travel is reported to the Chief Executive Officer within 10 days of completion.
 - (8) Any food, refreshment, lodging, transportation, or other benefit resulting from the outside business or employment activities of the Officer or Employee, if such benefits have not been offered or enhanced because of the official position of the

Officer or Employee, and are customarily provided to others in similar circumstances.

- (9) Reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with meetings, public events, appearances or ceremonies related to official CHA business, if furnished by the sponsor of such meeting or public event, and further provided that such travel and expenses, entertainment, meals or refreshments are reported to the CHA Board of Commissioners within 10 days of acceptance.
- (e) No Person shall give or offer to give to any Officer, Employee or CHA Contractor, or the Covered relative of such Officer or Employee, and none of them shall accept anything of value, including, but not limited to, a gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any Officer, Employee or CHA Contractor, concerning the business of the CHA would be influenced thereby. It shall be presumed that a nonmonetary gift having a value of less than \$50.00 does not involve such an understanding.
- (f) No Officer or Employee, or the Covered relative of such Officer or Employee, shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the CHA; provided, however, that nothing in this section shall prevent an Officer or Employee, or the Covered relative of such Officer or Employee, from accepting compensation for services wholly unrelated to the Officer's or Employee's CHA duties and responsibilities and rendered as part of his or her non-CHA employment.
- (g) The prohibitions of this section shall not apply to any food, refreshment, lodging, transportation, or other gift or benefit resulting from the outside business, employment or community activities of a Covered relative, if such benefit has not been offered or enhanced because of the official position or employment of the Officer or Employee, and is customarily provided to others in similar circumstances.
- (h) An Officer or Employee does not violate this chapter if the Officer or Employee promptly takes reasonable action to return a prohibited gift to its source or gives any tangible or perishable gift to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code.
- (i) No Officer or Employee shall solicit any gift on behalf of a third party, if: (i) that Officer or Employee knows that the prospective donor is seeking administrative action from the CHA, and (ii) the Officer or Employee is in a position to directly affect the outcome of that action.

Part D. Workplace Conduct

Section 18. Bullying Prohibition

All Officers and Employees are required to maintain high ethical and professional standards and treat each other with fairness, integrity, dignity, and respect at all times. The CHA considers workplace bullying unacceptable and will not tolerate it under any circumstances. Bullying is unwelcome or unreasonable behavior that intimidates, degrades, humiliates, or undermines another person, whether verbal, physical, or otherwise. Conduct which may be considered demanding shall not be considered bullying so long as it is respectful and fair, and the primary motivation for which is to convey performance expectations and standards or improve performance.

ARTICLE IV. FINANCIAL DISCLOSURE

Section 1. Statement of Financial Interests

- (a) Each Officer and each Employee shall file a Statement of financial interests and shall be referred to as a "Reporting individual" for purposes of this section.
- (b) Statements of financial interests shall also be filed by the following:
 - (i) A Person whose employment with the CHA is subject to consideration and approval by the CHA Board of Commissioners when the request to approve his employment is submitted to the Board of Commissioners for consideration;
 - (ii) Any other Person, when he becomes a Reporting individual, including Officers or Employees who become Reporting individuals because they are newly hired.
- (c) Each Reporting individual shall file by May 1st of each year a verified written Statement of financial interests in accordance with the provisions of this article, unless he or she has already filed a statement with the Ethics Officer in that calendar year. A Statement of financial interests is considered filed when it is properly completed and received by the Ethics Officer or Chief Legal Officer.
- (d) The Department of Human Resources shall cooperate with the Ethics Officer in notifying all Reporting individuals of their obligation to file Statements of financial interests and in effecting the filing of such statements.
- (e) No Officer or Employee shall be allowed to perform his duties, nor shall he receive compensation from the CHA, unless he has filed a Statement of financial interests as required by this Article. Any Officer or Employee who fails to file a Statement of financial interests shall be referred to the Chief Legal Officer and the Chair of the Board of Commissioners to determine what further action should be taken.

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April 21, 2015

Section 2. Content of Statements

Statements of financial interests shall contain the following information:

- (a) The name, address, and type of any professional, business or other organization (other than the CHA) in which the Reporting individual was an officer, director, associate, partner, proprietor or employee, or served in an advisory capacity, and from which any income in excess of \$1,000.00 was derived during the previous calendar year.
- (b) The nature of any professional, business or other services rendered by the Reporting individual or by his or her spouse or Domestic partner, or by any entity in which the Reporting individual or his or her spouse or Domestic partner has a Financial interest, and the name and nature of the Person or entity (other than the CHA) to whom or to which such services were rendered if, during the preceding calendar year, (1) compensation in excess of \$5,000 was received for professional or other services by the Reporting individual, or by such Reporting individual's spouse or Domestic partner, or by an entity in which the Reporting individual or his or her spouse or Domestic partner has a Financial interest and (2) the Person or entity was doing business with the CHA.
- (c) The identity of any capital asset connected to an Instrument of ownership in a Person Doing business with the CHA, including the address or legal description of real estate, from which the Reporting individual realized a capital gain of \$5,000.00 or more in the preceding calendar year other than from the sale of the Reporting individual's principal place of residence.
- (d) The name of any unit of government, other than the CHA, which employed the Reporting individual during the preceding calendar year.
- (e) The name of any board on which the Reporting individual serves and the position of the Reporting individual on such board.
- (f) The name of any Relative or Domestic partner of the Reporting individual who is an employee or full or part-owner of a CHA Contractor.
- (g) The name of any Person from whom the Reporting individual or the Reporting individual's spouse, Domestic partner, or Immediate family member received, during the preceding calendar year, one or more gifts having an aggregate value in excess of \$250.00 but not including gifts from Relatives.
- (h) The name and instrument of ownership in any Person conducting business with the CHA, in which the Reporting individual had a Financial interest during the preceding calendar year. Ownership interests in publicly held corporations and Real Estate Investment Trusts ("REITS") need not be disclosed.
- (i) The identity of any Financial interest in CHA-owned real estate or real estate rented to individuals holding Section 8 Certificates, other than the principal place of residence of the

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Reporting individuals and the address, or, if none, the legal description of the real estate, including all forms of direct or indirect ownership such as partnerships or trusts of which the corpus consists primarily of real estate.

- (j) The name of any Person Doing business with the CHA with whom the Reporting individual, or his or her spouse, Domestic partner, or Immediate family member, has or had a Financial interest, or was employed by such Person Doing business with the CHA during the preceding calendar year, and the description of the Financial interest and/or the description of any position held by the Reporting individual in such Person.
- (k) The name and instrument of debt of all debts in excess of \$5,000.00 owed by the Reporting individual, as well as the name and instrument of debt of all debts in excess of \$5,000.00 owed to the Reporting individual, but only if the creditor or debtor, respectively, or any guarantor of the debt, has done work for or business with the CHA in the preceding calendar year. Debt instruments issued by financial institutions whose normal business includes the making of loans of the kind received by the Reporting individual, and which are made at the prevailing rate of interest and in accordance with other terms and conditions standard for such loans at the time the debt was contracted need not be disclosed. Debt instruments issued by publicly held corporations and purchased by the Reporting individual on the open market at the price available to the public need not be disclosed.
- (l) That such Reporting individual has not accepted or attempted to accept any bribes or kickbacks from any Person Doing business with the CHA, soliciting or Seeking to do business with the CHA, or who has done business with the CHA, or failed to report an offer of a bribe by any such Person.

Section 3. Form Statement of Financial Interests

The Statement of financial interests required to be filed with the Ethics Officer shall be completed by typewriting or hand printing, and shall be verified, dated, and signed by the Reporting individual personally. It shall be submitted on a form prescribed by the Ethics Officer in consultation with the Chief Legal Officer.

Section 4. Filing of Statements

- (a) No later than February 1st of each year, the Department of Human Resources shall certify to the Ethics Officer and the CHA's Chief Legal Officer the names of the Persons described in Art. IV, Sec. 1 who are required to file a Statement of financial interests. In preparing this list, the Department of Human Resources shall list the names in alphabetical order. Not less than 30 days before the due date for filing Statements of financial interests, the Department of Human Resources shall certify to the Ethics Officer and the CHA's Chief Legal Officer a supplemental list of those Persons described in Art. IV, Sec. 1 who have, in the interim, become subject to the Statement of financial interests filing requirement. The supplemental list shall be in the same form and shall be filed in the same manner as the original certified list. In preparing this list, and the supplemental list, the Department of Human Resources

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shall provide names of the departments to which the Officers and Employees have been assigned.

- (b) No later than March 1st of each year, the Ethics Officer or the Chief Legal Officer shall, in writing, notify all Persons required to file Statements of financial interests under this Article.
- (c) The Ethics Officer or Chief Legal Officer shall deliver a receipt to each Person who filed a statement under this Policy, indicating that the Person has filed such statement and the date of such filing.
- (d) All Statements of financial interests shall be available for examination and duplication by the public in the Office of the Chief Legal Officer during the regular business hours of the CHA except as otherwise provided by law. Each Person examining or requesting duplication of a Statement of financial interests must first complete a request form prepared by the Ethics Officer. The request form shall include the name, occupation, employer, address and telephone number of the examiner as well as the date of and reasons for such examination or duplication. A separate request form must be completed for each Statement of financial interests to be examined. Requests for the examination or duplication of a Statement of financial interests shall be processed as soon as is practicable. Request forms shall be available in the Office of the Chief Legal Officer.

The Ethics Officer, through the Office of the Chief Legal Officer, shall promptly notify each Person required to file a Statement of financial interests of each examination or duplication of his or her statement by sending to such Person a copy of the completed request form. Costs of duplicating the Statement of financial interests shall be paid by the Person requesting duplication.

- (e) No Person shall use information in or copied from Statements of financial interests required to be filed by this Policy or from lists compiled from such statements for any commercial purpose.

Section 5. Failure to File Statement by Deadline

- (a) If any Person who is required to file a Statement of financial interests by May 1st of any year fails to file such a statement, the Ethics Officer or Chief Legal Officer shall by May 15th, notify such Person by certified mail of his failure to file by the specified date. Such Person shall file his statement on or before May 31st, along with a late filing fee of \$30.00. Any Person who fails to file his or her statement on or before May 31st shall be subject to a fine of \$10.00 per day until the statement is filed, up to a maximum of \$100.00. Failure to file by May 31st shall constitute a violation of this Policy, except as provided in subsection (c).
- (b) Any Person who first becomes subject to the requirement to file a Statement of financial interests within 30 days prior to May 1st of any year shall be notified at that time by the appointing or employing authority of the obligation to file and shall file his statement at any time on or before May 31st without penalty. The appointing or employing authority shall notify the Ethics Officer or Chief Legal Officer of the identity of such Persons. If such

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Person fails to file such statement by May 31st, the Ethics Officer or Chief Legal Officer shall, within seven days after May 31st, notify such Person by certified mail of his failure to file by the specified date. Such Person shall file his Statement of financial interests on or before June 15th, along with a late filing fee of \$30.00, with the Ethics Officer or Chief Legal Officer. Failure to file by June 15th shall constitute a violation of this Policy, except as provided in subsection (c).

- (c) Any Person who is required to file a Statement of financial interests may effect one 30-day extension of time for filing the statement by filing with the Ethics Officer or Chief Legal Officer not less than ten (10) days before the date on which the statement is due, a declaration of his intention to defer the filing of the statement. The filing of such declaration shall suspend application of the late filing fee for the duration of the extension. Failure to file by the extended deadline shall constitute a violation of this chapter. A declaration of intention to defer filing is considered filed upon receipt by the Ethics Officer or Chief Legal Officer.

ARTICLE V. CHA ETHICS OFFICER

Section 1. Appointment of Ethics Officer

There is hereby created and established the position of Ethics Officer. The Ethics Officer shall be responsible for monitoring and enforcing the Ethics Policy. The Ethics Officer shall be appointed by the CHA Board of Commissioners with preference given to an independent contractor outside of the CHA. The Ethics Officer shall report administratively to the Chief Legal Officer and functionally to the CHA Board of Commissioners, as delegable to the CHA Board's Audit Committee. The Ethics Officer's name and contact information shall be posted on the CHA's website.

Section 2. Powers and Duties

In addition to other powers and duties specifically mentioned in this Policy, the Ethics Officer shall have the following powers and duties:

- (a) To initiate and to receive complaints of violations of any of the provisions of this Policy and to investigate and act upon such complaints as provided by this Policy;
- (b) To conduct investigations, inquiries and hearings concerning any matter covered by this Policy, and to certify his own acts and records. In the process of investigating complaints of violations of this Policy, the Ethics Officer may request the issuance of a subpoena by the appropriate authority. The Ethics Officer may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. When the Ethics Officer determines that assistance is needed in conducting investigations, or when required by law, the Ethics Officer shall request the assistance of other appropriate agencies;

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- (c) To require the cooperation of Officers, Employees and other Persons whose conduct is regulated by this Policy, in investigating alleged violations of this Policy. Information reasonably related to an investigation shall be made available to the Ethics Officer by such Persons on written request;
- (d) To consult with Officers and Employees on matters involving ethical conduct;
- (e) To recommend such administrative action as he may deem appropriate to effectuate this Policy;
- (f) To request the assistance of the Chief Legal Officer to conduct research and analysis in the field of governmental ethics;
- (g) To prescribe forms for the disclosure and registration of information as provided in this Policy;
- (h) With the assistance of the Office of the Chief Legal Officer, to render advisory opinions with respect to the provisions of this Policy based upon a real or hypothetical set of circumstances, when requested in writing by an Officer or Employee, or by a Person who is personally and directly involved.
- (i) To carry out such educational programs as he deems necessary to effectuate the requirements and purpose of this Policy and to maintain records of these educational activities.
- (j) To assist the Office of the Chief Legal Officer in conducting ethics education training to be attended or viewed by each Officer and Employee within 120 days of becoming an Officer or Employee, and annually thereafter. The training shall educate Officers and Employees as to their duties and responsibilities under this Policy. Each Officer and Employee shall certify that he or she has completed such annual ethics training, on a form to be prescribed by the Ethics Officer. Any Officer or Employee who fails to comply with this section shall be subject to a \$500.00 fine.

Section 3. Actions on Complaints or Investigations

- (a) The Ethics Officer may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. The Ethics Officer may use the Office of the Chief Legal Officer to conduct investigations prior to the conclusion of an investigation. The Ethics Officer shall give the Person under investigation notice of the substance of the complaint and an opportunity to present such written information as the Person may desire, including the names of any witnesses the Person wishes to have interviewed by the Ethics Officer.
- (b) The Ethics Officer is authorized to receive anonymous complaints alleging misconduct by Officers and Employees. The Ethics Officer may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular anonymous

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complaint. In doing so, the Ethics Officer shall consider the level of detail, corroborating evidence, accompanying documents, and credibility of the facts set forth in the complaint in determining whether further investigation is appropriate.

- (c) Upon receipt of any complaint or notice of misconduct, the Ethics Officer may refer the complaint to the CHA Inspector General and/or the Internal Audit team if the subject matter of the complaint more appropriately falls within the jurisdiction of the CHA Inspector General and/or the Internal Audit team. In making such a determination, the Ethics Officer may respond to complaints or notices relating to a potential violation of the Ethics Policy or an employment related issue under the CHA Employee Handbook. The Ethics Officer may refer to the CHA Inspector General and/or the Internal Audit team complaints or notices relating to waste, fraud, and abuse within the CHA; Contractor, Subcontractor, consultant, or vendor misconduct, fraud or collusion involving CHA contracts and/or Contractors, Subcontractors, consultants, or vendors; misuse, embezzlement or theft of CHA resources; bribery; or other misconduct or illegal activities involving CHA property, Officers, Employees, Board members, agents, Contractors, Subcontractors, consultants, or vendors. The Ethics Officer, CHA Inspector General, and the Internal Audit team will consult, cooperate, and allocate investigative functions with respect to complaints or notices which raise issues that fall within their sets of responsibilities.
- (d) At the conclusion of an investigation, the Ethics Officer shall prepare a written report, including a summary of any investigation conducted by the Office of the Chief Legal Officer, a complete transcript of any proceeding including, but not limited to, any testimony heard by the Ethics Officer, to be duly recorded by a qualified reporter, and including recommendations for such administrative or legal action as he deems appropriate. If the Ethics Officer determines that the complaint is not sustained, he shall so state in his report and shall notify the Person investigated and any other Person whom the Ethics Officer has informed of the investigation. If the Person investigated is an Employee and the Ethics Officer finds that corrective action should be taken, the Ethics Officer shall send his report to the Chief Executive Officer, the head of the department in which the Employee works and to the Chief Legal Officer. If the Person investigated is a department head, or appointed Officer, and the Ethics Officer finds that corrective action should be taken, the Ethics Officer shall send his report to the Chief Executive officer, the Chief Legal Officer and Chair of the Board of Commissioners. If the Person investigated is an Officer, and the Ethics Officer finds that corrective action should be taken, the Ethics Officer shall send his report to the Chair of the Board of Commissioners. A Person to whom the Ethics Officer has transmitted a recommendation for action shall, within thirty (30) days of receipt of the recommendation from the Ethics Officer, detail, in writing, the actions taken on the recommendation and, to the extent that the Person declines to take any recommended action, provide a statement of reasons for his decision.

Nothing in this section shall preclude the Ethics Officer from notifying a Person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action; provided, however, that any such notification and recommendation shall be

made in writing and a copy thereof shall be transmitted contemporaneously by the Ethics Officer to the Chief Legal Officer.

Section 4. Confidentiality

- (a) Complaints to the Ethics Officer and investigations and recommendations thereon shall be kept confidential by the Ethics Officer, the Chair of the Board of Commissioners and the Chief Legal Officer, except as necessary to carry out the powers and duties of the Ethics Officer or to enable another Person or agency to consider and act upon the notices and recommendations of the Ethics Officer, provided that, without identifying the Person complained against or the specific transaction, the Ethics Officer may (a) comment publicly on the disposition of his requests and recommendations and (b) publish summary opinions to inform CHA personnel and the public about the interpretation of provisions of this Policy.
- (b) Any Officer or Employee who is found to have publicly disclosed any information relating to an investigation or findings under this Policy unless such disclosure is otherwise permitted under this Policy, may be subject to sanctions up to and including dismissal or removal.

Section 5. Investigations by Other Agencies

- (a) If the Ethics Officer is reliably informed that a matter under investigation is also a matter under investigation by the CHA Inspector General or a law enforcement agency, the Ethics Officer may, but is not required to, suspend his investigation. If an investigation is suspended the Ethics Officer may reinstate his investigation upon the conclusion of the investigation by the CHA Inspector General or the law enforcement agency.
- (b) If the Ethics Officer has a reasonable basis for concluding that an investigation has revealed criminal conduct, the Ethics Officer shall refer the matter to the appropriate law enforcement authority.

ARTICLE VI. PENALTIES FOR VIOLATION

Section 1. Sanctions

- (a) Any Officer or Employee found to have violated any of the provisions of this Policy, or to have furnished false or misleading information to the Ethics Officer with the intent to mislead, shall be subject to employment sanctions, including discharge, in accordance with procedures under which the Officer or Employee may otherwise be disciplined. Any Officer or Employee who intentionally files a false or misleading Statement of financial interests, or knowingly fails to file a Statement of financial interests within the time prescribed in this Policy, or otherwise violates any provision of this Policy, shall be subject to sanctions up to and including dismissal or removal from office. The sanctions imposed by this subsection shall be in addition to any other applicable penalty.

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- (b) Any Officer or Employee who intentionally violates any provision of Article I, Section 2 or Article III, Section 7 in a manner that would constitute a violation of Section 5-15 of the State Officials and Employees Ethics Act if the illegal action were committed by an employee or officer of the state government is guilty of a Class A misdemeanor as defined in the Illinois Criminal Code.
- (c) Any Person who solicits, offers, makes or accepts a gift in a manner which would constitute a violation of Section 10-10 of the State Officials and Employees Ethics Act if the illegal action were committed by an employee or official of the state government shall be subject to a fine of not less than \$1,001 and not more than \$5,000.
- (d) Any Officer, Employee or Contractor who fails to provide documents or information requested by the Ethics Officer shall be subject to employment sanctions, removal from office or cancellation of contract rights.
- (e) Any CHA Contractor found to have violated any provision of this Policy may be prohibited from entering into any contract with the CHA for one year.
- (f) All CHA contracts shall include a provision requiring compliance with this Policy. Any contracts negotiated, entered into, or performed in violation of any of the provisions of this Policy shall be void and/or voidable by the CHA. Any official action of the CHA obtained or undertaken in violation of any of the provisions of this Policy shall be invalid and without any force or effect whatsoever.

Section 2. Other Remedies and Policies

- (a) Nothing in this Policy shall preclude the CHA from maintaining an action for an accounting for any pecuniary benefit received by any Person in violation of this Policy or other law, or to recover damages for any acts or practices in violation of this Policy.
- (b) The procedures and penalties provided in this Policy are supplemental and do not limit either the power of the CHA to discipline Officers or Employees or take appropriate administrative action or to adopt more restrictive rules. Nothing in this Policy is intended to repeal or is to be construed as repealing the provisions of any other policy.

Section 3. Access to list of CHA Contractors

- (a) The Department of Procurement and Contracts shall compile a list of all current CHA Contractors. The list shall be updated on a monthly basis and shall be made available to all Officers and senior staff by way of computer network. The list shall be made available to other Employees and to the public by: (1) the provision of a computer terminal that is placed in a readily accessible location; and (2) the provision of a telephone number which such Persons may call with inquiries.

- (b) There shall be a presumption that any Person who reasonably relies on the aforementioned list to comply with this Policy is not in violation of the Policy if the purported violation is related to the identity of any CHA Contractor.

THIS POLICY SHALL BECOME EFFECTIVE UPON ITS ADOPTION BY THE CHICAGO HOUSING AUTHORITY BOARD OF COMMISSIONERS.

EXHIBIT VII

CHA EMPLOYEE HANDBOOK EXCERPTS

[SEE ATTACHED]



Employee Handbook

Chicago Housing Authority

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Introduction

Introduction to Handbook

The Chicago Housing Authority ("CHA") Employee Handbook and attached Policies are not an offer of or intended to create a contract of employment either expressed or implied or for any specific duration of time or to confer any additional employment rights. It is intended only to provide general information about employment, current policies and general description of benefits.

Neither this Employee Handbook or attached Policies nor any other provision in any Policy or procedure is intended to set forth guaranteed terms and conditions of employment or to limit the CHA's or the employee's ability to terminate the employment relationship. The employment relationship can be terminated at any time, for any reason, with or without cause, by either the employee or the CHA.

This revised CHA Employee Handbook and attached Policies are effective *April 1, 2007*. They supersede any and all previous policy guides, personnel policy manuals, administrative policy manuals and procedures or contemporaneous agreements, comments, or representations on these topics and any previous statements verbal or written of CHA Policy except where such Policy has been expressly incorporated herein.

If there is a conflict or inconsistency among benefits and requirements summarized in the Employee Handbook and the actual plan documents and contracts, the plan documents and contracts will prevail.

The failure of the CHA's Management Representatives to take any action does not constitute a waiver of their right to take such action at any time in the future.

The CHA, in the exercise of its discretion, may alter, amend or delete provisions, policies, benefits, rules, procedures or other terms and conditions of employment at any time with or without notice.

The Chicago Housing Authority and certain labor organizations have entered into Collective Bargaining Agreements, which cover certain employees' terms and conditions of employment. In the event of any inconsistency between the CHA Employee Handbook and attached Policies and a Collective Bargaining Agreement, the Collective Bargaining Agreement takes precedence, but only as to those employees covered by that Agreement. Employees with questions regarding their Collective Bargaining Agreement should contact their Union Steward or the CHA's HR Director.

Message from Management

Welcome to the Chicago Housing Authority! We are looking forward to fulfilling the CHA's important mission of creating and maintaining viable, decent, safe, affordable housing in mixed – income communities and offering meaningful opportunities and access to needed social services for residents. The Chicago Housing Authority has implemented the eighth year of the Plan for Transformation.

The CHA Employee Handbook contains important information, description of benefits, current personnel policies, description of dispute resolution procedures, a grievance/employee problem solving process, and rules of conduct. Please read and become familiar with the policies as you are expected to be knowledgeable about and comply with them. Please note the CHA's Employee Handbook, Fleet, Ethics, Communications Equipment policies and the Directors' Personnel Reference Guide are not an offer of or a contract of employment, either expressed or implied or for any specific duration of time or a certain level of compensation or benefits. Employees are employed "AT-WILL" and directed to read the Disclaimer sections of the various policies.

The attached policies may be altered, amended or deleted from time to time at the sole discretion of the CHA's Board of Commissioners with or without notice. The CHA Departments may have supplementary policies that address their individual needs and you are expected to become familiar with those applicable to you. Please ask your supervisor about any policies that may be applicable to you.

Telephone numbers of certain CHA offices that employees may need to contact for information and to remain in compliance are included in the CHA's Employee Handbook for your convenience. Human Resources Department employees are able to assist with questions or clarifications. I encourage you to call them for any assistance you may need.

Sincerely,

Eugene E. Jones, Jr

Eugene E. Jones, Jr.

Acting Chief Executive Officer

Mission Statement

The Mission of the Chicago Housing Authority is to ensure the provision of affordable housing opportunities in viable communities for lower income households.

The Chicago Housing Authority is an organization that is recognized for achieving its mission. The CHA's customers will be part of neighborhoods that are indistinguishable from the broader communities within which they are located.

Overview of the Authority

The Chicago Housing Authority was initially established to manage three (3) of the first Public Housing Developments: Jane Addams House, Julia L. Lathrop and Trumbull Park Homes. The Housing Division of Public Work Administration under President Franklin D. Roosevelt's administration in 1935 erected the first developments.

The federal public housing program was created by the US Housing Act of 1937, which offered capital assistance to localities to develop public housing. The CHA was organized and incorporated in 1937 to build and manage public housing for Chicago residents whose incomes were insufficient to obtain decent, safe and sanitary dwellings in the private market.

Public housing is now the nation's largest housing program for low-income families, the elderly, and persons with physical and mental disabilities. The CHA is the third largest housing authority in the nation. It consists of federally funded family developments, senior housing, City and State scattered sites, housing choice vouchers, and certificate programs.

The CHA is a municipal corporation organized under the Illinois Housing Authorities Act. A Board of Commissioners governs the CHA and only the Board of Commissioners can exercise the corporate authority of the CHA. The CHA's General Counsel, Office of the Inspector General and Ethics Officer advise the Board. The Board holds monthly public meetings at residential developments throughout the City of Chicago at which residents and the general public are afforded an opportunity to discuss housing issues and other concerns.

The day to day operations of the CHA are managed by the CHA's Chief Executive Officer who is assisted by, among others, Managing Directors and Senior Staff. Reporting to executive staff are Department Directors who manage a variety of operating and administrative departments necessary to achieve CHA's mission.

The CHA operates primarily on subsidies and grants received from the United States Department of Housing and Urban Development (HUD). The CHA also receives rental income from residents and grants from various charitable trusts and organizations.

In 1999, the CHA developed its "Plan for Transformation" the purpose of which is to dramatically improve public housing in Chicago and to revitalize CHA developments. The Plan is a multi-year plan which was adopted by the CHA's Board of Commissioners in January 1999. As part of the Plan, CHA sought, and HUD approved, a \$1.5 billion capital program for CHA's revitalization efforts. Implementation of the Plan began immediately after its approval and is currently in its eighth year.

You have joined the CHA at an exciting time in its history. Your assistance and enthusiasm is needed to help CHA achieve its commitment to create and maintain decent, safe, affordable housing for children, families and seniors in healthy, mixed-income communities and offering meaningful economic and employment opportunities.

Employment

Employment at Will

The CHA employees are public employees. As such, they must meet the highest standards of competence, trust, and integrity to engender the confidence of CHA residents, co-workers and the public to fulfill the CHA's important mission.

Subject only to applicable Collective Bargaining Agreements approved by the Board of Commissioners, the CHA employees are employed "AT-WILL," which means either the employee or the CHA can terminate the employment relationship at any time, for any reason, with or without cause, so long as there is no violation of applicable federal, state or local law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the CHA and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the CHA's sole discretion.

These provisions supersede all existing policies and practices and may not be amended without the express written approval of the Chief Executive Officer of CHA.

Equal Employment Opportunity

The CHA strictly prohibits discrimination against fellow employees, residents or the public because of their race, ethnicity, national origin, age, gender, disability, marital status, sexual orientation or any other status protected by law. Employees who violate this Policy are subject to discipline up to and including discharge.

All CHA employees must be treated in the same manner with respect to terms and conditions of employment regardless of their race, ethnicity, national origin, religion, age, gender, disability, marital status, sexual orientation or any other status protected by law.

The CHA prohibits harassment of employees or the creation of a hostile working environment based on race, ethnicity, national origin, religion, age, gender, disability, marital status, sexual orientation or any other status protected by law.

All CHA employees are prohibited from discriminating against employees and from engaging in harassing behavior toward fellow employees, residents or the general public on account of their race, ethnicity, national origin, religion, age, gender, disability, marital status, sexual orientation or any other status protected by law.

The CHA will work with employees with disabilities to accommodate those disabilities and remove barriers to employment to the extent provided by law. Requests for accommodation should be made to the employee's supervisor and the Department Director. If an employee is dissatisfied with the accommodation, the employee should notify the Ethics Officer for further resolution.

Ethics Officer

Michael V. Casey

125 South Wacker Drive - Suite 2150

Chicago, Illinois 60606

Tel: (312) 341-9855

Fax: (312) 419-0225

mcasey@vblhc.com

Ethics Email and Telephone Hotlines

cha.ethics hotline@vblhc.com

(312) 662-4645

Ethics Officer and Complaint Resolution Process

The CHA's Ethics Officer or designee addresses all equal opportunity concerns of the CHA employees including, discrimination complaints, harassment, hostile work environment, and religion or disability accommodation request. Issues address may concern hiring, promotions, transfers, work environment or any other term or condition of employment.

EEO complaints should be addressed to the Ethics Officer. Employees must report incidents of discrimination, harassment or hostile work environment to the CHA's Ethics Officer or to any other CHA Management Representative. Complaints and reports shall be held in confidence to the extent that such confidence is consistent with CHA's Policy of eliminating and correcting incidents of discrimination or harassment. Retaliation against employees who make complaints is prohibited. All CHA employees must provide their full cooperation to the CHA's Ethics Officer when that cooperation is requested.

When a complaint of discrimination is made to the Ethics Officer, the Officer will conduct an investigation of the complaint and conclude the complaint resolution process within forty-five (45) calendar days of its receipt, if feasible. In investigating and resolving EEO complaints, the Ethics Officer will do the following:

- Determine whether the complaint concerns an equal employment opportunity issue or whether it is more appropriately addressed in, the grievance or problem-solving procedures provided in this CHA Employee Handbook.
- Work with employees with disabilities and their supervisors and Department Directors to make reasonable accommodation determinations for those employees, where appropriate.
- Investigate all complaints of discrimination in a fair, impartial and expeditious manner.
- Where feasible and desirable, conciliate conflicts that exist for reasons other than discrimination.
- Where the complaint is determined to be without substantive merit, issue a determination to the complaining employee advising the employee that no further EEO action will be taken and, where appropriate, refer the employee to other processes or services to address the employee's issues.
- Where discriminatory conduct is found, consult with complaining party and, where appropriate, Department Director or designee and Director of Human Resources on a corrective action recommendation.
- Where discriminatory conduct is found, issue a corrective action determination to the Departmental Director via the Director of Human Resources.
- Conduct a follow-up investigation within thirty (30) calendar days of issuing a corrective action determination to ensure that the corrective action recommendation is followed.
- Where a corrective action determination has not been followed, issue a report to the Director of Human Resources and the Chief Executive Officer to seek assistance in enforcing the corrective action determination.

Anti-Harassment & Sexual Harassment

The Chicago Housing Authority ("CHA"), its subsidiaries and affiliates, are committed to maintaining a work environment that is free of discrimination. Accordingly, the CHA will not tolerate any form of harassment, unlawful discrimination or intimidation, based upon protected status, against employees by anyone, including managers, supervisors, co-workers, executives, other employees, vendors, clients, customers or third parties. Protected status includes race, sex, color, age, religion, marital status, parental status, ancestry, national origin, citizenship, veteran status, pregnancy, disability, sexual orientation, gender identity, protected activity, or any other characteristic protected by federal, state or local law. Any violation of this policy by an employee may subject the employee to disciplinary action. Everyone at the CHA is responsible for assuring that our workplace is free from prohibited harassment and is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment. This policy is consistent with the CHA's commitment to equal employment opportunity.

PROHIBITED CONDUCT

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as race, sex, color, age, religion, marital status, ancestry, national origin, citizenship, veteran status, pregnancy, disability, sexual orientation, protected activity or any other characteristic protected by federal, state or local law. The CHA will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or

offensive working environment. Such harassment may include, for example, jokes about another person's protected status, or kidding, teasing, or practical jokes directed to a person based on his or her protected status.

Harassing conduct also includes, but is not limited to the following:

- epithets, innuendoes, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, religion, gender, national origin, age, disability or any other legally protected category; OR
- written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of an individual's protected classification that is placed on walls, bulletin boards, or elsewhere on the employer's premises or circulated in the workplace.

SEXUAL HARASSMENT

Sexual harassment is defined to include unwelcome sexual advances, requests for sexual favors, and other verbal, written or physical conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment, or
2. submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting that individual, or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may involve individuals of the same or different gender.

Examples of conduct which may constitute sexual harassment include but are not limited to:

- unnecessary touching, patting, hugging, pinching, or brushing against a person's body;
- conduct including staring, ogling, leering, gestures, or whistling at a person;
- sexually explicit statements, repeated sexually flirtatious advances or propositions, or subtle pressure for sexual activity;
- comments, questions, jokes, teasing or anecdotes;
- graphic comments about a person's clothing or body;
- sexually suggestive objects, cartoons, posters, letters, notes, invitations or pictures in the workplace;
- harassing use of electronic mail or telephone communication systems; or
- other physical or verbal conduct of a sexual nature.

PROCEDURES FOR COMPLAINTS, INVESTIGATIONS AND CORRECTIVE ACTION

All employees are responsible to help assure that the CHA's workplace is free from discrimination, harassment and intimidation based on protected group status. All employees have an obligation to promptly report any conduct that is inconsistent with this policy, and which they are a target, have knowledge, or witness. We encourage employees to report incidents of harassment before they become severe or widespread. Any employee who believes he or she has experienced or witnessed any conduct that is inconsistent with this policy should **immediately contact the CHA's Director, Human Resources Administration**. If the employee feels comfortable, he or she should inform the person in the workplace whose conduct the employee finds unwelcome or offensive. Individuals who believe they are being harassed should firmly and promptly notify the offender that his or her behavior is unwelcome. The following IS THE APPROPRIATE CONTACT PERSON in the Human Resources Department:

Director, Human Resources Administration

Patricia Emanuel
60 E. Van Buren, 10th Floor
Chicago, IL 60605
Tel: 312-913-7722
Email: pemanuel@thecha.org

All complaints and reports will be promptly and thoroughly investigated. All employees shall have an obligation to cooperate in any investigation of a complaint of harassment, including providing any and all information concerning such complaint of which the employee may have knowledge. Failure to do so may be a violation of this policy.

If an investigation confirms violation of the policy has occurred, the CHA will take corrective action. These measures may include, but are not limited to, written warning, counseling, oral reprimand, suspension, or dismissal of the employee engaging in such misconduct. A record of such disciplinary actions will be placed in the employee's personnel file.

CONFIDENTIALITY

Complaints of harassment, investigation of complaints of harassment, and any corrective action taken in response will be kept confidential to the extent possible.

NO RETALIATION

The CHA forbids any reprisal or retaliation against an employee for filing a good faith complaint of harassment or for supporting or assisting, in good faith, another employee in pursuing a complaint, or filing a discrimination charge. Anyone experiencing or witnessing any conduct he or she believes to be retaliatory should immediately report it to any of the individuals named above. The CHA will not retaliate or discriminate against any employee for exercising any rights under this policy. Retaliation is a violation of this policy.

American with Disabilities (ADA)

The CHA is committed to complying fully with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and all other state, federal and local laws ensuring equal opportunity in employment for qualified persons with disabilities. We continually review our hiring and selection procedures to assure they are consistent with equal opportunity, and it is our policy to fully explore reasonable accommodations in accordance with the law to enable disabled individuals to safely and effectively perform their jobs. This policy is neither exhaustive nor exclusive.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

The CHA is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The CHA will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

Drug Free Environment

The CHA is a Drug Free Work Place and its Policy on drug and alcohol use is one of "Zero Tolerance." Employees must not appear for work with the presence of alcohol or under the influence of alcohol or illegal non-prescribed drugs in their systems. Employees are prohibited from possessing alcohol or illegal non-prescription drugs. Employees who take prescribed drugs that affect their cognitive abilities should not report to work and should use appropriate leaves. Employees who violate this Policy will be terminated.

Employees are required to participate in drug and alcohol testing at a CHA designated testing facilities in the following circumstances:

1. Upon the CHA's making a conditional offer of employment.
2. Upon re-employment or return from any period of continuous absence of thirty (30) calendar days or more.
3. In instances where the employee has been involved in an automobile accident during the course of employment, regardless of whether the automobile is a CHA vehicle or the employee's vehicle and regardless of whether the employee is injured, the employee must submit to a medical evaluation which includes drug and alcohol testing as immediately after the accident as practical under the particular circumstances, but in no event later than twenty-four (24) hours after the accident.
4. In instances where the employee has suffered an alleged accident, regardless of whether the employee is injured or not, the employee must submit to a medical evaluation which includes drug and alcohol testing immediately after the accident or as soon as practical under the particular circumstances, but in no event later than twenty-four (24) hours after the accident.
5. In instances where the employee's supervisor has a reasonable suspicion that, the employee is at work under the influence of drugs and/or alcohol.

Employees who occupy safety sensitive positions will be subject to random or periodic drug testing.

The CHA drug and alcohol testing vendors are N.I.D.A. accredited. Drug and alcohol test results are confidential and are not disclosed to third parties by the CHA, except upon express written authorization of the employee or as required by law. Employees who submit to drug and alcohol testing described above and whose test results show a positive result will be terminated. Employees who refuse to cooperate in the testing process will be terminated. Employees whose test results are positive may elect to have the sample re-tested at a different N.I.D.A. accredited laboratory at the employee's cost. Arrangements for re-testing must be made through the Director of Human Resources.

The CHA is committed to being a drug-free, healthful, and safe workplace. You are required to come to work in a mental and physical condition that will allow you to perform your job satisfactorily.

Under the Drug-Free Workplace Act, if you perform work for a government contract or grant, you must notify the CHA if you have a criminal conviction for drug-related activity that happened at work. You must make the report within five (5) days of the conviction.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your supervisor or the Human Resources Department without fear of reprisal.

Immigration Law Compliance

The CHA is committed to complying with the immigration laws that require we employ only citizens and others who are authorized to work in the United States. The CHA does not, however, discriminate on the basis of national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Form I-9 and present documentation that establishes identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the CHA within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Relationships in the Workplace

When relatives or persons involved in a dating relationship work in the same area of an organization, it may cause problems at work. In addition to claims of favoritism and morale issues, personal conflicts from outside can sometimes carry over to work.

For this policy, we define a relative as any person who is related to you by blood or marriage, or whose relationship with you is similar to that of a relative. We define a dating relationship as a relationship that might reasonably be expected to lead to a consensual "romantic" relationship. This policy applies to all employees regardless of their gender or sexual orientation.

Our policy is that an employee may not directly work for a relative or supervise a relative. We also discourage a person in a dating relationship to supervise or to report for that person. The CHA also reserves the right to take quick action if an actual or potential conflict of interest arises involving relatives or persons involved in a dating relationship who are in positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

If two employees become relatives, or start a dating relationship and one of them supervises the other, the acting supervisor is required to tell management about the relationship. The two employees are to decide which one of them is to be transferred to another available position. If they do not make that decision within thirty (30) calendar days, the CHA will decide who to transfer or, if necessary, terminate.

There may also be situations when there is a conflict or the potential for conflict due to employee relationships, even if there is no direct reporting or authority involved. In that case, we may reassign or terminate his/her employment. If you are in a close personal relationship with another employee, we ask that you avoid displays of affection or excessive personal conversation at work.

Secondary Employment

All CHA employees are prohibited from engaging in secondary employment unless the employee's Department Director and the Director of Human Resources approve the secondary employment in writing and such is transmitted to the General Counsel for concurrence. Employees are required to complete a Secondary Employment Report and Request Form regardless of current secondary employment or not. Secondary employment includes traditional employment, independent contractor and self-employment arrangements. It is the employee's obligation to seek approval in writing before commencing the secondary employment. The CHA reserves the right to deny requests for secondary employment in accordance with Article II, Section 11 of the Ethics Policy. Additionally, employees must seek approval to continue secondary employment during January of each year, even if the secondary employment has been previously approved. The Secondary Employment Report and Request Form will be distributed in December of each year. Furthermore, an employee cannot work at another City of Chicago department or sister agency (i.e. CTA, Chicago Park District, Water Reclamation, etc.) while employed with the CHA.

Business Ethics & Conduct

All CHA employees must become familiar with and strictly adhere to the CHA's Ethics Policy. The CHA Ethics Policy addresses, but is not limited to, issues regarding employee financial interest disclosures required by law, conflicts of interests and gift acceptance. Employees who have questions regarding the Ethics Policy should contact the Office of the General Counsel for guidance, (See *CHA's Ethics Policy*).

Job Posting

The CHA has a job posting program to inform employees of available staff positions. The CHA will fill job vacancies whenever possible by promoting qualified employees from within CHA. As a general rule, all vacancies will be posted.

To apply for a posted position, an employee must:

- have completed one (1) year of continuous active service at a satisfactory performance level
- meet the minimum requirements for the position, and
- not have received written corrective action counseling within the past 90 days; employees who have received a verbal warning may also be prohibited from applying.

Employees interested in applying for a posted position should submit a posting application with an updated resume to Human Resources indicating interest in the position. Candidates will be evaluated on individual performance, conduct, experience, and potential. Length of service, although considered, shall not be the sole determining factor in selecting candidates for promotion.

The CHA has the discretion to fill job vacancies utilizing external sources if the criteria requires a broader candidate search.

Employment Status & Records

Employee Classification

For purposes of salary administration and eligibility for overtime benefits, the CHA classifies its employee as follows:

Regular Full-Time employees are those who are hired to work CHA's full-time forty (40) hour work week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined by applicable wage and hour laws.

Regular Part-Time employees are those who are hired to work fewer than forty (40) hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined by applicable wage and hour laws and are not eligible to receive benefits.

Temporary employees are those hired to engage in work on a full-time or part-time basis by the CHA for a specified period of time or for a specific assignment.

Non-Exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wages and hour laws.

Probationary Period and Status

The first ninety (90) days of employment is a Probationary Period for both the employee and the CHA. However, during and after this period, the work relationship will remain "at-will."

This time period allows the employee to determine if he/she has made the right career decision and for the CHA to assess if the work performance meets the authority's standards. The manager will monitor work performance, attitude and attendance during this time, and be available to answer any questions or concerns.

The Probationary Period may be extended at management's sole discretion.

Personnel Files and Records

Employee personnel files are maintained by the Human Resources Department. Personnel files contain the employee application; any Employee's Personnel Action Requests (EPAR) or Manager's Personnel Action Requests (MPAR) approved and processed with respect to the employee, receipts for policies, discipline and disciplinary history and similar employment documents. Medical information and information regarding disabilities are kept in separate files in accordance with applicable law.

Access to employee personnel files is restricted solely to Human Resources Personnel. However, information regarding employees, including employee wages and other data may be subject to disclosure under the Freedom of Information Act (FOIA) or other laws and pursuant to lawfully issued subpoenas.

Employees may review the contents of their file in accordance with the Illinois Personnel Review Act by completing an Employees' Personnel Action Request (EPAR). Photocopying charges may be imposed. Employees willing to disclose the contents of their personnel files to third parties (i.e. to prospective employers) must sign a CHA Release and Authorization form, an EPAR and additional release forms may be required before the file will be disclosed. Employees who wish to review their personnel file or release their file to third parties should make an appointment with the Human Resources Department.

Reference Requests

The Human Resources Department will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and positions held. No employment data will be released without a written authorization and the release must be signed by the individual who is the subject of the inquiry. **All external employment verification requests should be referred to the Human Resources Department.**

Employment Applications

The CHA relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, resulting in termination of employment.

Personnel Data Changes

Employees must ensure the Human Resources Department has their current address and telephone number. When employees relocate or change their phone number, an Employee's Personnel Action Request Form (EPAR) must be completed indicating the change and submit to Human Resources.

Timekeeping / Payroll

Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the CHA to keep an accurate record of time worked in order to calculate the employee's pay and benefits. Time worked is actual time spent on the job performing assigned duties.

Non-exempt employees should accurately record the time of their start and end time, which should include each meal interval. Full-time non-exempt and hourly employees should not work beyond their regularly scheduled hours without the advance approval of an appropriate supervisor. If an emergency arise a supervisor should be consulted as soon as possible.

Altering, falsifying, tampering with time records, or recording time for another employee's time record may result in disciplinary action, up to and including termination of employment.

Employees' are responsible to sign their time record to certify the accuracy of all time recorded. The supervisor will review and then approve the time record before submitting it for payroll processing.

Paydays

Pay periods cover two (2) consecutive weeks, Sunday through Saturday. Payroll checks and direct deposit advices are issued to employees on the Friday, or the last workday of the week, following the close of the pay period.

Direct Deposit

The CHA offers direct deposit of payroll checks. Direct deposit allows employees to have payroll checks electronically transmitted to a banking institution. Employees become eligible for this benefit on their first day of employment. Employees who are interested in direct deposit enrollment must complete the Direct Deposit Authorization Agreement form.

Employment Termination

Employees who resign from the CHA employment are requested to submit formal resignations on an Employee's Personnel Action Request Form, (EPAR). The CHA requests, as a matter of professional courtesy, that an employee provide the Department Director and the Department of Human Resources with a two (2) weeks notice of their resignation. The Human Resources Department may conduct exit interviews with employees who resign. Employees are encouraged to cooperate and provide constructive information regarding their CHA employment experience in the exit interview.

Pay Deductions

All CHA employees have deductions from their payroll checks for payroll withholdings in accordance with the state and federal withholding forms submitted by the employee. CHA employees additionally contribute to Social Security (FICA) and Medicare. Employees who participate in CHA medical and other benefit programs have deductions for premium co-payments consistent with the benefits selected by the employee. Employees may also elect voluntary deductions to a 457(b) Deferred Compensation Program, Credit Union or other voluntary deductions. The CHA may be required to deduct for certain employee obligations in accordance with applicable local, state and federal laws. Employees should contact the Payroll Department regarding any questions per their payroll check.

Benefits & Compensation

Eligibility for Benefits

Active, full-time, regular employees are eligible for benefits as governed by the provisions, requirements and obligations of the various benefit plans. Part-Time employees are **NOT** eligible for benefits. In the following description of current benefits, the term "eligible" refers to active, fulltime, regular employees unless otherwise

indicated. Employees with questions regarding their eligibility for benefits should contact the Human Resources Department.

Employee Health Benefits

Medical, Dental and Vision Plans

Eligible, active, full-time, regular employees and their eligible dependents may enroll for coverage in the CHA's Medical, Dental, and Vision Plans on the first of the month following employment. Subject to applicable Collective Bargaining Agreements, employees must contribute toward the premium for all coverage. Information regarding options, deductibles, maximum out-of-pocket costs and exclusions are available from the CHA's Benefits staff. Employees who separate from employment and their eligible dependents may be eligible for COBRA benefits as defined by the Act.

Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) helps employees and their dependents to continue their health insurance even if they are no longer eligible under the CHA's health plan.

There are strict rules as to when you can use COBRA. COBRA affords an eligible employee and dependents the option of continuing their health insurance when a "qualifying event" happens. As defined, by COBRA, qualifying events include the employee's termination of employment (for any reason, except gross misconduct), reduction in hours (for example, due to a leave of absence or change from full-time to part-time status), divorce, legal separation, or death. Another qualifying event is when a dependent child stops being eligible for coverage under your health insurance.

If you continue your insurance under COBRA, you will pay the full cost of the insurance at the CHA's group rates plus an administration fee. At the time you first become eligible to participate in our health plan and again when you become eligible for COBRA continuation coverage, we will give you a written notice describing your COBRA rights. Because the notice contains important information about your rights and what to do if you need COBRA, be sure to read it carefully.

Tuition Reimbursement

With the sponsorship of the Department Director, eligible, active, full-time, regular employees who have been actively employed for six (6) months may apply for Tuition Reimbursement for post-secondary (college) course work provided:

- a. the course is offered by an accredited post-secondary educational institution;
- b. the course is relevant to the employee's CHA responsibilities or will assist the employee in developing skills or knowledge necessary for advancement in the CHA;
- c. the employee's performance in the course must be a grade of *B* or higher. Employees are not eligible for Tuition Reimbursement if they are enrolled in any course on a pass/fail or audit basis unless they are participating in a doctoral program.
- d. Books and course related materials are not covered by the program.

Tuition reimbursement may not exceed \$2,500.00 in a calendar year per employee. The Department Director and the Director of Human Resources must approve tuition reimbursement requests before the employee enrolls in the course and such requests are subject to funding availability. The Director of Human Resources shall determine eligibility for tuition reimbursement in consultation with the Department Director requesting approval. Only when the employee receives written notification from the Human Resources Department is the Tuition Reimbursement enrollment approved pursuant to the reimbursement requirements.

Defined Contribution – 457(b)

Eligible, active, full-time, regular employees may participate in a tax deferred savings plan through payroll deductions subject to the provider's eligibility criteria. An outside vendor administers the plan. Enrollment information is available from the Human Resources Department.

Defined Benefit - Pension

Employees who are active, full-time, regular and are in eligible positions become participants in the CHA Employees' Retirement Plan on the first day of the month following completion of twelve (12) months of uninterrupted active employment. The CHA pays for the entire cost of the Plan, by making all the Plan contributions to the Plan's Trust Fund. The pension benefit is determined by a formula based on regular compensation. Employees become vested in the Plan (meaning a right to a monthly form of benefit as early as age 55) after completion of five (5) eligible years of participation in the Plan. Participants who are not vested at their termination date are eligible for a certain portion of the employer contribution with interest. The Plan document controls and governs the provisions of the Plan. The full Plan document and summary are available from the Pension office.

Short Term Disability

The CHA provides Short Term Disability coverage to eligible, active, full-time, regular CHA employees who have been continuously actively employed for a period of one (1) year or more. Short Term Disability insurance commences after a fourteen (14) day elimination period as defined by the policy. The insurance currently provides a benefit based on the employee's current annual salary up to an established maximum. Short term disability can be used in conjunction with FMLA when sick, vacation, and personal days are exhausted.

Long Term Disability

The CHA provides Long Term Disability coverage to eligible, active, full-time, regular CHA employees who have been continuously actively employed for a period of one (1) year or more. Long Term Disability insurance commences after three (3) months of disability as defined by the policy. The insurance currently provides income equal to fifty (50) percent of the employee's most recent salary up to an established maximum.

Term Life Insurance

New hires, who are eligible, active, full-time and regular employees, may enroll in the voluntary Term Life Insurance program with less than one (1) year of continuous active service effective the first day of the month, following date of hire. The amount of coverage and the employees cost are determined by the provisions of the insurance policy. Effective the first day of the month following completion of twelve (12) months of continuous active service, eligible, active, full-time and regular employees will be provided term life insurance at no cost to the employee. The amount of coverage will be dependent upon the employees' annual salary. Eligible employees may elect to purchase additional voluntary term life insurance subject to the insurance policy's insurability requirements.

Flexible Spending Accounts

Full-time employees are eligible to enroll in a flexible spending account during open enrollment each year or after a qualifying life event. This benefit allows you to pay certain expenses with pre-tax dollars by electing to make contributions to the accounts from your salary. Employees should be aware that after they have elected the amount to put into an account, any funds unused at the end of the year can be used up until March 15th immediately following the New Year. There are three types of flexible spending accounts: **Health Care Spending Account, Dependent Care Spending Account and Commuter Reimbursement Account.**

Employee Assistance Program

The CHA has an Employee Assistance Program (EAP) available for all eligible, active, fulltime, regular CHA employees and their immediate family members. The EAP is available for assisting an individual, but not limited to, with personal problems, stress, depression, financial and legal referrals. The EAP provides a free evaluation and treatment consistent with an employee's medical insurance. Call Perspectives at toll free (800) 456-6327 or visit their website at www.perspectivesltd.com.

The Employee Assistance Program is both voluntarily and confidential. An employee or eligible family member who seeks to use EAP services may contact the EAP directly or Human Resources personnel for referral. The employee's decision to voluntarily seek assistance will not be used against the employee or affect their employment status. EAP enrollment shall not be used to avoid discipline, discharge or application of CHA Policies.

Mileage Reimbursement

Mileage reimbursement will be paid to employees who are authorized to drive their personal vehicle in the course of their employment in accordance with the CHA Fleet Policy and the CHA's Travel Policy. The reimbursement rate is the per mile rate consistent with the IRS mileage rate for business transportation expense and approved by the Board of Commissioners.

Worker's Compensation

The CHA is committed to maintaining a safe and healthy environment for all employees. Report all accidents, injuries, potential safety hazards, safety suggestions, health and safety related issues immediately to your Department Director or designee.

In the event an employee suffers an injury at work, the employee must do the following:

1. Advise the Department Director or designee of the accident immediately as is practical under the circumstances of the accident, but no later than twenty-four (24) hours after the accident occurred. If necessary, the employee should use the CHA Emergency Dispatch System (312-745-4700) to contact the Department Director.
2. Obtain immediate medical attention and cooperate with the Department Director or designee in obtaining such attention.
3. The employee must submit to a medical evaluation which includes drug and alcohol screens immediately as is practical under the circumstances, but in no event later than twenty-four (24) hours after the accident regardless of whether injured or not. The Department Director or designee should escort the employee to the testing facility.
4. Employee's supervisor will submit written reports (i.e. IL Form 45 and Supervisor Investigation Report) of the injuries and/or property damage suffered by the employee or others in connection with the accident to the Department Director, Risk Management, and Administrative Services Departments immediately as is practical under the circumstances, but no later than twenty-four (24) hours after the accident.
5. In the event the employee's physician recommends that the employee remain off work, arrange for a written notice from the physician, which sets forth that recommendation, including an estimate of the time the employee will be off work. Employees who fail to follow this Policy are considered absent without leave and are subject to termination.
6. Cooperate with Risk Management and CHA's Third Party Administrator/Insurance Company in seeking follow-up medical attention and medical reports regarding injuries and work capacity.
7. Employees are obligated to follow additional requirements as referenced in the CHA's Fleet Policy.

It is required that you report any illness or injury caused by the workplace, no matter how slight. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

Performance Management Tool

Performance Management Tool

The CHA policy is to acknowledge and reward performance and effort through a *Performance Management Tool*. While wage increases are subject to budget constraints, eligible employees are generally evaluated for wage increases annually in January of each year based upon their prior year's performance. Employees who receive an evaluation of *Meets Expectations* (2) or above may be considered for a wage increase. Employee's overall evaluations are based upon pre-determined performance indicators, which are given numeric scores on a scale of 1 to 4 as follows:

- 4 - Outstanding
- 3 - Exceeds Expectations
- 2 - Meets Expectations
- 1 - Unsatisfactory

An employee's overall rating on all performance indicators, which may be weighted, will determine the amount of wage increase for which the employee may be considered, in accordance with the *Performance Management Tool*. Employees hired between January 1 and October 1 of the evaluation year or who were not actively working are considered only for prorated merit increases for the evaluation year; employees hired after October 1 of the evaluation year are not eligible for a merit increase but will be evaluated. Certain merit and other wage increases are subject to approval by the Chief Executive Officer and the Director of Human Resources. Employees, who have received an equity adjustment for any reason after June 1st of the affected year, will be eligible for a prorated merit increase. Employees who separate from the CHA employment for any reason during the evaluation year are not eligible for increases for the evaluation year.

Time-Off Benefits / Leaves of Absence

Holidays

Eligible, active, full-time, regular employees are eligible for the following paid holidays:

- | | |
|---------------------------------|---------------------------|
| • New Year's Day | • Veterans Day |
| • Martin Luther King's Birthday | • Thanksgiving Day |
| • President's Day | • Day after Thanksgiving |
| • Memorial Day | • Christmas Eve (1/2 day) |
| • Independence Day | • Christmas Day |
| • Labor Day | • New Year Eve (1/2 day) |
| • Columbus Day | • Birthday/Floater |

Employees may use the birthday/floater holiday within thirty (30) days of their actual birthday up until the last full payroll period in December each year. For new employees whose birthday occurs before their date of hire, they will not be eligible for the floater holiday. Such requests must be processed on an Employee's Personnel Action Request Form, (EPAR). The birthday/floater holiday may not be taken in a subsequent year and is forfeited if unused.

Generally, an eligible employee must be in pay status the day before and day following the holiday in order to be paid for the holiday. A schedule of holiday observances is distributed annually to employees. We do not count holiday paid time off as hours worked when calculating overtime.

Vacation Time/Annual Leave

Eligible, active, full-time, regular employees earn vacation time per pay period based upon their years of continuous uninterrupted active service. Employees cannot utilize vacation leave until they have completed six (6) months of active employment with the CHA. Vacation time is earned per pay period at the following accrual rates:

- Ten (10) days per year (3.076 hours per pay period) for the first (5) five years of continuous active pay status
- Fifteen (15) days per year (4.615 hours per pay period) for six (6) to ten (10) years of continuous active pay status
- Twenty (20) days per year (6.153 hours per pay period) after ten (10) years of continuous active pay status

Employees may accumulate a maximum of thirty-(30) days, two-hundred and forty (240 hours) of vacation time, which can be carried over from year-to-year. Effective at the end of the last payroll period of each year, all accumulated time in excess of two-hundred and forty (240) hours will be forfeited and no payout will be granted. Accumulated vacation time is paid out upon termination of employment at the employee's hourly rate at the time of termination up to a maximum of two-hundred and forty (240) accumulated hours.

Sick Leave

Eligible, active, full-time, regular employees shall be allowed to accrue sick leave at a rate of twelve (12) days per year (3.69 hours per pay period) and may carry over from year to year a maximum of one-thousand and forty (1040) accumulated sick leave hours. You may use sick leave benefits to be absent because you are ill or injured. Sick leave can also be utilized for the illness or injury of your child, parent, or spouse.

Accumulated sick leave hours will NOT be paid out upon termination of employment.

Personal Time

Eligible, active, full-time, regular employees shall earn and accrue paid personal hours (days) as follows:

- During the first year of fulltime continuous active employment, employees will be granted up to two (2) paid personal leave days on a prorated basis.
- During the second year of fulltime continuous active employment, employees will be granted up to three (3) paid personal leave days effective in January of the proceeding year.
- Employees hired prior to January 1, 1986 will be granted four (4) paid personal leave days.

Unused paid personal days are not cumulative and shall be forfeited if not used by the last day of the last full pay period in December each year.

Family Medical Leave Act (FMLA)

You are eligible for family and medical leave if you have worked for CHA for at least 12 months and have put in at least 1,250 hours during the 12 month period before the leave is to begin. The rolling twelve (12) month period is the twelve month period immediately preceding the beginning of the leave.

Reasons for the Leave

You are entitled to take up to 12 work weeks of unpaid leave:

- to attend to the birth, adoption or foster care placement of your child
- to attend to the serious health condition of your child, spouse or parent, or
- to receive care for your own serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition during which you are incapable of working that involves either:

- treatment requiring inpatient care in a hospital, hospice or residential care facility, or
- continuing treatment by a health care provider for a condition that lasts more than **three consecutive days**, or for pregnancy or prenatal care or for a chronic health condition which continues over an extended period of time, requires periodic visits to a health care provider and may involve occasional episodes of incapacity, such as serious asthma or diabetes.

It also includes a permanent or long-term condition that may impair the employee to perform his/her job duties such as Alzheimer's, a severe stroke and terminal cancer. In addition, leave may be used to cover absences due to multiple treatments for restorative surgery or for a condition which would likely make you incapable of working for more than three days if not treated, such as chemotherapy or radiation treatments for cancer.

Substituting Paid Leave

You must substitute accrued vacation or personal leave time for family and medical leave. And if the request for leave is due to your own serious health condition, you must first exhaust all accrued sick leave time. Any accrued vacation or personal leave time will then be used. Your total FMLA leave time, which may include paid vacation and sick time, may not exceed 12 weeks. The CHA has the right to designate such leaves as running concurrently with FMLA leave.

Types of Leave

Leave due to the birth or placement of a child in your home for adoption or foster care must be taken in one continuous 12-week segment and must be taken within 12 months of the birth or placement of the child. You may take leave due to your own or a family member's serious health condition in:

- one continuous 12 week segment
- an intermittent schedule, such as one day off each week, or
- a reduced schedule, such as beginning two hours late, twice a week.

Notice of Leave

If your need for leave is foreseeable, you must give 30 days prior notice if possible. If you do not give such notice, the leave may be delayed for up to 30 days.

If your need for leave is due to a planned medical treatment, make every attempt to schedule the treatment so as not to unduly disrupt the work of your department. If your need for leave is not foreseeable, you must request it as soon as practicable, but not later than *two business days* after the need for leave arises.

Medical Certification

If leave is requested due to your own or a family member's serious health condition, you must provide medical certification from an appropriate health care provider. The medical certification must include the date on which the condition began and its probable duration. You may be denied leave if you do not provide satisfactory certification. The CHA may also require a second opinion or third opinion regarding certification of a serious health condition, at our expense and in accordance with all requirements for such exams.

Outside Employment

You may not work for outside employers while on family medical leave with CHA.

Returning to Work

If your leave is due to your own medical condition, you are required to provide medical certification that you are able to resume work before returning. Both you and your health care provider must complete a Return to Work Medical Certification.

Upon returning to work, you will ordinarily be entitled to be restored to your former position or to an equivalent position with the same employment benefits and pay if possible. If you do not return to work at the end of the leave and do not notify CHA of your status, you will be terminated.

Benefits during Leave

Taking family and medical leave will not cause you to lose any employment benefits accrued prior to the first day of leave. The leave period will be treated as continued service for purposes of determining vesting and eligibility to participate in any retirement plan in effect. However, employees on FMLA leave normally will not accrue any other additional benefits during the leave period, unless it is paid leave under which benefits would otherwise accrue.

The CHA will maintain your insurance benefits while you are on leave, you may be required to pay your portion of the premium. If you do not return to work after the leave, you may be asked for reimbursement for the cost of maintaining insurance coverage during the leave. This provision will not apply in cases where your inability to return is through no fault of your own -- for example, at the end of leave you remain physically unable to return due to your serious health condition.

Misrepresenting Reasons for Leave

If you misrepresent the reasons for requesting family and medical leave, you will be terminated.

Victims Economic Security and Safety Act

The Victims Economic Security and Safety Act (VESSA) is designed to promote the State's interest in reducing domestic violence, dating violence, sexual assault, and stalking by enabling victims of domestic or sexual violence to maintain the financial independence necessary to leave abusive situations, achieve safety, and minimize the physical and emotional injuries from domestic or sexual violence, and to reduce the devastating economic consequences of domestic or sexual violence to employees. It gives employees the

right to a twelve (12) week unpaid leave. Employees granted leave must exhaust accrued personal, sick and annual, if appropriate. This leave is not in addition to time permitted by the Family and Medical Leave Act.

Employees are entitled, on return from leave, to be restored to the position held when the leave commenced or to an equivalent position with equal pay, benefits, and other conditions of employment.

Leave of Absence (Unpaid)

Eligible, active, full-time, regular employees with at least one (1) year of continuous uninterrupted active service may request an unpaid personal leave for a period not to exceed six (6) months. An Employee's Personnel Action Request Form, (EPAR) should be completed and forwarded to the immediate supervisor as soon as possible prior to the beginning of the leave period. Vacation and sick leave will not accrue while an employee is on unpaid personal leave. **Granting or denying an unpaid personal leave request is within the sole discretion of the CHA.** Employees granted unpaid personal leave will be offered the opportunity to continue their current medical, dental, vision, and life insurance benefits for two (2) months in the same manner as if actively employed, thereafter, employees must pay to extend these benefits under COBRA. Employees who are granted such leaves are not guaranteed to return to their previous position or any position.

Military Leave

In the event the employee's employment with the CHA must be interrupted by active military duty or by reserve training obligations, the CHA will grant the employee whatever leave of absence and reinstatement rights, as well as any continued benefits that are required by law. For more information, please contact Human Resources. You must give your supervisor and Human Resources advance notice of upcoming military service, unless military necessity or other reasons makes it impossible or unreasonable to provide such notice.

Jury / Witness Duty

Jury Duty

Eligible, active, full-time, regular, Non-Exempt employees summoned for jury duty will be paid their straight-time pay during the first ten (10) days of jury duty, provided the employees remit the jury duty stipend for those days to the CHA, and was otherwise scheduled for work. Employees assigned to jury service longer than ten (10) days must use appropriate accumulated leave after ten (10) days or the leave will be without pay. Eligible, full-time, active, regular Exempt employees summoned for jury duty will be paid their regular salary for the entire length of jury duty if otherwise scheduled for work. All employees summoned for jury duty must provide to their Department Director or supervisor a copy of the jury duty summons, daily notification of the jury duty status, and remit the jury duty stipend in order to be eligible for the pay provided in this section.

Subpoenaed Witnesses

Employees who are subpoenaed may use annual or personal time to respond. Employees who have no accrued vacation or personal time will be granted leave without pay to respond to subpoenas.

Voting Time

Eligible, active, full-time, regular employees scheduled to work on a Federal, State, City of Chicago, or other municipalities Election Day are granted up to two (2) hours leave with pay for voting with approval from their supervisor. Employees must inform their supervisor of the leave time requested. A certificate of voting participation must be provided upon the employee reporting to work.

Parental Leave

Parents, guardians and custodial grandparents are entitled to up to 40 hours of **unpaid leave** per school year – but not more than 8 hours per month – to participate in the school activities of a child in grades K through 12. You must first use other leave benefits such as vacation and personal leave and you must give your supervisor 7 days advance notice of the need for the leave, except in emergencies.

Bereavement Leave

Eligible, active, full-time, regular employees are granted bereavement leave in the case of death in the employee's immediate family (parent, sibling, child, current spouse, current parent-in-law, grandparent or grandchild). The employee may take up to three (3) consecutive working days off with pay to attend the funeral/memorial service or, if the funeral/memorial service is two-hundred and fifty (250) miles or more outside of the Chicago city limits, up to five (5) consecutive working days off (one of which must be the day of the funeral/memorial service) with pay if necessary. Satisfactory proof of attendance at the funeral/memorial service must be furnished to the CHA.

Training

G.E.D

Any CHA resident or employee who has not obtained a high school diploma and is interested in doing so should contact the Human Resources Department for information regarding G.E.D. programs and opportunities.

New Employee Orientation

New Employee Orientation programs are designed to assist new employees in adjusting to their jobs and work environment and to instill motivation and a positive work attitude. The main objective is to provide information that will help employees understand the CHA's mission, functions and responsibilities, and conditions of employment. Supervisors/Managers should conduct a timely, thorough, and meaningful job induction for new employees assigned to their department and also ensure that employees attend mandatory orientation programs (e.g. HR new employee orientation, sexual harassment / workplace violence training, the new hire tour, etc.).

If you have any questions regarding new employee orientations, please contact your Human Resources representative.

Tuition Reimbursement

The CHA provides tuition reimbursement for eligible employees for undergraduate or graduate studies. Please refer to the following section of this handbook *Benefits & Compensation, Tuition Reimbursement* or contact the Human Resources Department at 312-913-7730.

The Learning Institute

In 2004, the Human Resources department created the Learning Institute and at primary's purpose is to serve as a resource for CHA employees to obtain reasonable resources in employee training. The goals of the Learning Institute are to:

- Increase work capabilities
- Increase competency
- Prepare for technological and legal developments (i.e. Lawson/CHAMP, ADA – 504, etc.)
- Provide and maintain the skills and knowledge necessary for effective work performance in order to attain CHA goals
- Assist in the maintenance of continuing professional education requirements (CPE) in order to obtain or maintain professional certifications and licenses.

Guidelines of Acceptance

- All full-time employees are eligible to participate.
- All employees should have completed any mandatory Probationary Period at a satisfactory performance level.
- All training must be directly or indirectly related to the employee's current duties or duties to be assumed within a six month period.

- Employees who receive training are expected to apply skills to enhance productivity.
- Employees are expected to work for the CHA following the training for at least six (6) months. If they are unable to do so, they may be required to reimburse the CHA for all the costs associated with the training.
- Employees who have received disciplinary actions within the past 90 day may be prohibited from participating.

Employees that express an interest in *The Learning Institute* should complete a *Training Request Form* and submit it to their supervisor.

The supervisors are required to prepare individual *Career Development Plan* for employees as part of the process. The plan must include personal learning goals, learning steps and resource needs. Once complete, the supervisors will submit both forms to Human Resources for approval.

The Leadership Academy

The Leadership Academy is designed to develop and enhance the skills of Executive and Senior Management staff. The emphasis of the Leadership Academy is on enhancing the strategic leadership skills and conflict resolution skills, creating team building models, managing organizational change, and developing effective communication skills. Participant approval will be determined by the Chief Executive Officer and Chief of Staff in conjunction with the HR Director.

Mandatory Training

Some training may be mandatory for particular positions or may require attendance and participation by all of the CHA employees. If training is mandatory, supervisors are responsible for ensuring that their employees attend and participate as required for their positions.

Work Conditions & Hours

Work Schedules

The business hours of the CHA are Monday through Friday 8:00 a.m. to 5:00 p.m. Some Departments may have seven day (7) a week, twenty-four (24) hour operations. Full-time employees work a forty-hour (40) week. Most full-time, Non-Exempt employees will be assigned work from 8:00 a.m. to 5:00 p.m., which includes a one-hour (1) unpaid lunch period. Exempt employees generally must work during CHA's business hours. Please note the schedules do vary based on the needs of each Department, and that the setting of schedules is at the discretion of management. Operating departments may offer alternate work schedules for full-time employees, provided that the schedule is a forty-hour (40) week.

Rest & Meal Periods

Full-time employees are entitled to two (2) fifteen (15) minute breaks per day, one (1) in the first half and one (1) in the second half of the workday.

All employees are entitled to a 60 minute unpaid break for meals during each work period, which cannot be substituted for an hour at the beginning or the end of the work day.

Breaks may be scheduled at staggered times to allow department coverage.

Part-time staff, working at least four (4) hours a day, is entitled to a fifteen (15) minute break period.

Overtime

Employees who are Non-Exempt employees as defined by the Fair Labor Standards Act and who work in excess of forty (40) hours in a work week (Sunday through Saturday) shall be paid at a rate of one and one-half (1½) times their hourly rate for each hour worked over forty (40) hours in a work week. Employees covered by Collective Bargaining Agreements should refer to the Agreements to determine when overtime pay commences.

Use of Phone & Mail Systems

Telephone Usage

The telephone system (including voicemail) at the CHA is the property of the authority and is provided for business purposes. The CHA may periodically monitor the usage of the telephone systems to ensure compliance with this policy. Therefore, employees should not consider their conversations on the company's telephone system to be private. Long-distance personal telephone calls are prohibited unless the employee charges the call to a calling card or reverses the charges.

Safety

All employees must assist in maintaining safety in the work place. Employees must immediately report all unsafe or unhealthy working conditions or alleged work related accidents to their supervisor or Department Director. Employees seeking further information about safety or emergency procedures should contact the Risk Management Department.

Smoking

To comply with the 2005 Chicago Clean Indoor Air Ordinance which protects the health of employees and visitors, smoking is prohibited inside CHA facilities. Smoking is permitted outdoors at least 15 feet away from the entrance or enclosed area of any building.

Use of Equipment

Certain employees will be issued CHA equipment, including, but not limited to, pagers, palm pilots, cellular telephones and laptop computers. Employees are responsible for the loss, damage or theft of such equipment at its original value and are advised to insure them on their homeowners/renters insurance policies. All equipment issued to the CHA employees must be returned to the CHA immediately upon request and in the same condition as it was issued except normal wear and tear.

Use of Vehicles / Fleet Policy

Use of CHA or Personal Vehicles in the Course of Employment

The CHA employees may be allowed to use CHA vehicles or their personal vehicles in connection with their employment, depending upon the nature of their job responsibilities and in accordance with the *CHA Fleet Policy*. Employees must obtain approval for a CHA vehicle or personal vehicle use in the course of employment through their Department Director and the Risk Management Department. Approval of such requests is discretionary. Where such vehicle use has been approved, the employee must do the following:

1. Provide the Risk Management Department with a photocopy of the employee's current valid driver's license/insurance card and ensure that Risk Management is advised of any changes in the status of the license and insurance.
2. In the case of employees who use their personal vehicles, maintain automobile property and liability coverage on the automobile consistent with the limits imposed by Illinois law and in accordance with the *CHA Fleet Policy*.
3. Employees are to complete all required documentation and forms necessary to comply with the Fleet Policy.

Twenty-Four Hour Vehicle Assignments

Employees may be assigned twenty-four (24) hour use of a CHA vehicle if they are required to respond to emergencies on a twenty-four (24) hour basis and in accordance with the *CHA Fleet Policy*. Generally, the vehicle is to be used only in connection with employment and for commuting to and from CHA business. Use of the vehicle for personal business is not prohibited if the personal business is conducted while commuting for the CHA business, provided, however, that the CHA vehicle should not be used as a substitute for a personal vehicle. Only the CHA employee assigned the CHA vehicle may operate the vehicle. In accordance with IRS regulations, the CHA will report as fringe benefit income, the employee's personal use of a CHA vehicle. Employees who become ineligible to drive or are convicted for any driving-related offense at any time while holding a position with driving requirements, must immediately inform their Director of such information and immediately relinquish the assigned vehicle.

Non-CHA Employee Passengers in CHA Vehicles

Employees approved for limited use of the CHA vehicles may transport adult passengers in CHA vehicles only if the transportation is related to CHA business or related activities and in accordance with the CHA Fleet Policy. Employees approved for limited use of CHA vehicles may not transport minor passengers for any purpose except where: 1) the CHA vehicle is intended to transport CHA residents; and, 2) the Risk Management Department and Chief Executive Officer have approved the transportation of minor passengers in writing in advance of the transportation.

Employees approved for and assigned a twenty-four (24) hour vehicle may transport adult passengers in the assigned the CHA vehicle provided that the transportation is related to the CHA business or the adult passenger is the spouse or adult child of the authorized user of the vehicle and they are transported while commuting or in emergencies. Minor passengers are prohibited unless; 1.) They are the children of the authorized user of the vehicle; 2.) They are transported while commuting or in emergencies *and*; 3.) The authorized user of the vehicle has advised and received prior written approval from the Risk Management Department and the Chief Executive Officer that minor children will be transported while commuting in the twenty-four (24) hour vehicle.

Parking and Moving Violations

All parking and moving violations received while driving a CHA vehicle or a personal vehicle in the course of the CHA employment are the personal responsibility of the driver. In the event a driver cannot be identified, fines will be assessed to the employee assigned to the vehicle. Employees should refer to the CHA Scofflaws Prohibition for further obligations.

Automobile Accidents or Property Damage

In the event an employee is involved in an automobile accident in the course of employment, the employee must do the following:

1. *Make a police report as immediately* as possible after the accident and, if possible, at the scene of the accident, and submit a copy of the report to the Risk and Facilities Management Departments and the Department Director.
2. Advise the employee's Department Director and Facilities Management of the accident immediately as is practical under the circumstances of the accident. If necessary, the employee should use the CHA Emergency Dispatch System (312-745-4700) to contact his/her Department Director and Facilities Management.
3. The employee must submit to a medical evaluation which includes drug and alcohol screens immediately as is practical under the circumstances, but in no event later than twenty-four (24) hours after the accident regardless of whether injured or not. The employee must be escorted to the testing facility by the Department Director or designee unless impractical under the circumstances.
4. Submit to the Department Director and the Risk Management Department a written report of the accident, injuries and property damage suffered by the employee or others in connection with the accident immediately as is practical under the circumstances, but in no event later than twenty-four (24) hours after the accident.
5. The employee is obligated to follow additional requirements as referenced in the *CHA's Fleet Policy*, (See Attachments).

Visitors in the Workplace

The CHA seeks to provide a workplace for all employees that is professional and free from distractions. Visitors in the workplace are defined as non-employees who do not have official business with the CHA. Visitors in the workplace may include children, spouses, relatives, ex-employees and friends of employees. Individual department heads may impose restrictions on visitors in the workplace which are appropriate for the successful operation of that department.

Children in the Workplace

The CHA values family and work/life balance. Our employment policies and benefits are indicative of our beliefs. The CHA believes in an environment that is conducive to work; therefore, the workplace should not be used in lieu of child care.

If bringing a child to work with the employee is unavoidable, the employee must contact his/her supervisor as soon as possible to discuss the situation and obtain permission to have the child accompany the employee

while working. Factors the supervisors will consider before granting permission are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any possible disruption to the employee's and co-workers' work. Consideration will not be given to allowing a child with an illness to accompany the employee to work. **A child brought to the workplace in unavoidable situations will be the responsibility of the employee and must be accompanied and be under the direct supervision of the employee at all times.**

Computer & E-Mail Usage/ Internet Use

The Communications Equipment Policy will be distributed to all employees. Employees are expected to become familiar with and to strictly adhere to its requirements.

The CHA provides its employees, if appropriate, with certain communications equipment including palm pilots, pagers, an e-mail system and internet usage. The equipment is provided to assist employees in performing their CHA duties. Employees are responsible for the loss, damage or theft of communication equipment and must reimburse the CHA for the original value.

All employees are responsible for ensuring their telephone, e-mail and internet usage is appropriate, job-related and do not violate the policies of the CHA. Equipment, e-mails, and other electronic data generated are property of the CHA and CHA reserves the right to obtain access to such e-mails and data. Employees should have no expectation that telephone calls, e-mails, electronic data and computers are private or that they have or will have a proprietary interest in them.

Employees may be required to store and maintain certain electronic files in accordance with applicable law. Employees should consult the *Communications Equipment Policy* (see attachment), and seek guidance from the Human Resources Department.

Workplace Violence Prevention

The CHA has "Zero Tolerance" for *Violence in the Workplace*. Fighting, harassment, provoking, threats, intimidation or inciting another employee in such conduct are unacceptable. Employees who violate this Policy are subject to discipline up to and including discharge. Employees who experience violence, including, but not limited to, a threat, fighting, harassment or intimidating behavior from any source (or who witness same), must report it immediately to the Managing Director and/or Department Director and Human Resources should be notified. The CHA will respond appropriately to all reported incidents.

Cell Phone Usage

While at work, employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of CHA phones. Personal calls during work hours, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees may make limited personal calls during breaks and lunch periods. Employees should ensure that friends and family members are aware of this policy. The CHA will not be liable for the loss of personal cellular phones brought into the workplace.

Employee Conduct & Disciplinary Action

Employee Conduct and Work Rules

The CHA employees are public employees and as such, they have a special obligation to conform their conduct to the highest standards of honesty, integrity, and competence on and off duty. This list is not intended to be exhaustive and employees should always be cognizant of their special obligation as public employees. **All employees are responsible for being aware of CHA's policies and procedures as provided.** Ignorance of a policy or procedure is not an acceptable excuse for unsatisfactory performance or conduct.

With that limitation, the following conduct is prohibited:

1. Absence without leave. Employees who have been absent without notifying the CHA or without providing necessary information within three (3) work days shall be deemed to have abandoned employment and will be considered to have resigned.
2. Leaving the department, office, or work site without proper authorization.
3. Failing to call in advance when tardy or not showing up for work.
4. Having an excessive absence or tardiness record or a pattern of repeated absence or tardiness at a specific time or on specific days of the week or month or in relation to holidays or other paid leaves.
5. Failure to return to work on time after breaks, lunch or rest periods.
6. Failing to disclose any information requested or providing a false or misleading response to any question in any application, questionnaire, information form or other documents provided to the CHA.
7. Falsely representing to a superior the quality and/or quantity of work performed by either the employee making the representation or any other employee.
8. Making false, inaccurate or deliberately incomplete statements in an official inquiry, investigation or other official proceeding.
9. Fraud in securing employment, including misrepresentations on an employment application.
10. Requesting or accepting a leave of absence on fraudulent grounds.
11. Falsification of any attendance or other employment records.
12. Engaging in a profession, business trade investment, occupation or other activity that results in a conflict of interest with present CHA employment or the CHA's Ethics Policy.
13. Use of sick leave in an unauthorized manner for purposes other than that allowed under the CHA Policy, or a Collective Bargaining Agreement.
14. Involvement in the illegal sale, delivery, receipt, possession or use of any controlled substance whether on or off the job site or during the hours of employment or non-working time.
15. Engaging in any act or conduct prohibited by the Municipal Code of the City of Chicago, the Illinois Compiled Statutes, applicable laws of other states or federal statutes.
16. Possessing, carrying, storing or using weapons or dangerous chemicals on the job when not authorized to do so.
17. Misappropriation of any funds of the CHA or any other public or private organization.
18. Gambling or betting during working time or on work premises.
19. Theft, attempted theft, or unauthorized possession of the CHA or other public property or use of such property for unauthorized purposes, having other CHA employees perform such services, directing other CHA employees to perform such acts for unauthorized purposes, or accepting the benefits of such performance.
20. Retaliation against a CHA employee, vendor, third party or other persons who in good faith has filed a grievance, charge or complaint regarding the terms or conditions of employment; and/or against an employee who has properly testified, assisted or participated in any manner in an investigation, proceeding or hearing regarding such grievance, charge or complaint.

21. Using one's official status as a public employee to effectuate the sale, disposal or exchange of property or other object of value belonging to any member of the public through fraud, theft or misrepresentation or complicity with others in such acts.
22. Discourteous treatment, including assault, threats, intimidation, verbal abuse, physical violence, threatening physical violence or unwelcome physical contact with another CHA employee, vendor, client, customer, third party or other persons. Provoking or inciting another employee, or other persons to engage in such conduct.
23. Reporting for work or engaging in work for the CHA with the presence of alcohol or drugs in one's system, drinking alcoholic beverages or using drugs not prescribed or in a manner not prescribed by a physician during working hours; possession or use of alcohol or illegal drugs while on duty, or reporting to work, traveling on the CHA business or while conducting CHA business.
24. Violation of the CHA's Drug and Alcohol Policy, including the refusal to submit to testing as directed by a supervisor or as required by the Drug and Alcohol Policy.
25. Restricting production output, encouraging others to do so or supporting others doing so.
26. Giving preferential treatment in the course of employment to any organization or person unless authorized by law.
27. Loss of professional or other license or failing to attain and maintain prerequisites necessary to obtain or renew professional or other license when such a license is required to meet the standards of the employee's position.
28. Failing to take action as needed to complete an assignment or perform a task safely.
29. Solicitation of other employees for any purpose during the working time of the employee soliciting or being solicited, or in areas to which the public has access for transacting CHA business. Working time includes any time during which employees are actually scheduled to work but does not include, scheduled rest periods, meal breaks and other specific times when employees are not expected to be working.
30. Using the office, work site, work locations, work vehicle, work tools, work equipment or work materials and supplies to conduct a secondary business, personal business, trade or occupation.
31. Treating discourteously any member of the public where such person can reasonably believe that the employee is acting within the scope of employment.
32. Interfering with others on the job.
33. Distributing literature in any working area or area where the CHA business is conducted with the members of the public, during the work time of the employee who is distributing or the employee who is receiving the literature, except in the course of performing the duties of the positions.
34. Acting negligently or willfully in the course of employment to damage public or private property or cause injury to any person.
35. Failing to comply with laws or departmental rules governing health, safety and sanitary conditions in carrying out any act in the scope of employment.
36. Mismanagement or waste of the CHA funds or property.
37. Inattention to duty including loafing, sleeping on duty, or loitering in the work area.
38. Incompetence or inefficiency in the performance of duties of the position. This means performance of duties of the position at a level lower than that ordinarily expected of other employees in similar

positions, due either to lack of ability, knowledge or fitness, lack of effort or motivation, carelessness or neglect.

39. Solicitation or acceptance of any fee or other valuable thing which may be construed as a bribe; that is, when such fee, gift or other valuable thing has been solicited by or given to the employee in the hope or expectation of receiving treatment better than that accorded other persons, or using one's office or position so as to give the appearance of such impropriety.
40. Discrimination against an employee or applicant because of race, color, religion, gender, disability (including but not limited to HIV status), national origin, age, marital status, sexual orientation or other status protected by law. Discrimination against a CHA resident or member of the public in the performance of the employee's job duties because of race, color, religion, gender, disability (including but not limited to HIV status), national origin, age, marital status or sexual orientation.
 - (a) Sexual harassment, which means any unwelcome sexual advance or request for sexual favors or conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or the CHA services; or when submission to or rejection of such conduct by an individual is used as the basis of any employment or service decision affecting the individual; or when such conduct has the purpose or effect of substantially interfering with the work performance of any employee or creating an intimidating, hostile or offensive work environment. Conduct, which can, in certain circumstances, be considered sexual harassment includes, but not limited to, sexually suggestive or offensive remarks, sexually suggestive pictures, sexually suggestive gestures, verbal harassment or abuse of a sexual nature and touching, patting or pinching.
 - (b) Failure of a supervisor to report incidents of sexual harassment to the CHA's Director, Human Resources when the supervisor is aware or reasonably should be aware of such harassment, regardless of whether affected subordinate employees have made complaints about the conduct.
 - (c) Failure to cooperate with and truthfully answer inquiries from the CHA's Director, Human Resources regarding discrimination, including harassment of any type.
41. Failure to comply with the CHA's Secondary Employment Policy.
42. Violation of the confidentiality of the CHA personnel and other records. No employee shall use or reveal confidential or privileged information gained in the course of or by reason of their position or employment, except as specifically allowed by law.
43. Violation of the Ethics and/or Fleet Policies.
44. Violation of the CHA's Communications/Equipment Policy.
45. Failure to report misconduct of other CHA employees to the proper person.
46. Failure to make an immediate report of an alleged workers' compensation / on-the-job accident or injury in which the employee is involved or which the employee has observed.
47. Violation of departmental rules and regulations.
48. Unauthorized entry into CHA property or facilities.
49. Conduct unbecoming a public employee.
50. Failure to pay an overdue debt to the CHA or to the City of Chicago within thirty-(30) calendar days of receiving a demand therefore, unless the employee:

- (a) has entered an agreement with the CHA or the City of Chicago through the appropriate department for the payment of all debts owed to the CHA or the City and is in compliance with the agreement;
- (b) is contesting liability for the amount of the debt in a pending administrative or judicial proceeding; or,
- (c) has filed a petition in bankruptcy and the debts owed the CHA or the City are dischargeable in bankruptcy.

51. Unauthorized use, removal or duplication of any CHA record, document or other confidential or privileged information.

Attendance and Punctuality

Accounting for Time

Principles of Public Accountability applicable to public employees who are Exempt under the Fair Labor Standards Act have been adopted by the CHA. All employees are required to account for their work time including meal times and break times. Time-keeping and attendance may be monitored through various systems depending upon the employee's assignment. Such systems may include daily time sheets, card-swipe systems and/or biometric attendance monitoring. Employees will be individually accountable for the accurate recording of their arrival time, break/meal times and departure times. Exempt employees are accountable for their time under these policies.

Reporting Absences

It is the responsibility of each employee to secure advance written approval from his or her immediate supervisor for all anticipated absences. Notice of any absence must be given directly to the employee's immediate supervisor within one-half (1/2) hour of the scheduled reporting time. An explanation as to the nature of the absence must also be provided. If the absence extends beyond one (1) day, daily notification is required unless other arrangements have been made with the immediate supervisor. Failure to call the supervisor personally may result in disciplinary action up to and including termination.

Excessive Absenteeism and/or Tardiness

Excessive absenteeism or tardiness is not tolerated. If an employee averages more than one (1) absence per thirty-(30) calendar day period (exclusive of approved paid leaves) the employee generally should be considered excessively absent. Employees with an average of five (5) instances of tardiness and/or absenteeism in thirty-(30) calendar days should be considered excessively absent and/or tardy. Discipline will be imposed for excessive absenteeism and tardiness. Employees with abusive absenteeism or tardiness, even within a thirty- (30) calendar day period, will be corrected with appropriate discipline as soon as possible.

Personal Appearance

Employees contribute to the reputation of the CHA in the manner in which they present themselves. A professional appearance is essential to a favorable impression. Good grooming and appropriate dress reflect pride and inspire confidence.

Managers have the discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and will not be paid for that time off.

As all casual clothing is not suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing suitable for the beach, yard work, dance clubs, exercise sessions, and sports contests is not appropriate for a professional appearance at work. Strapless sun dresses, dance club dresses, and midriff bearing tops are examples of clothing not appropriate in a work setting. Clothing that reveals cleavage, back, chest, stomach or undergarments is not appropriate for a business setting.

Fridays have been designated by the CHA as a dress down day. Certain other days may occasionally be declared as dress down days. On these days, jeans, sneakers and a more casual approach to dressing, which should never be potentially offensive to others (e.g. inappropriate slogans or logos on t-shirts or sweatshirts, etc.), is allowed.

Jewelry, makeup, perfume, and cologne should be worn in good taste, and in moderation. Please note that some people are allergic to perfumes and scents. Good personal hygiene and personal habits are very important. Body cleanliness, especially of the hands and fingernails, is a must. No employee will be permitted to wear unnatural hair colors (i.e. blue, green), visible tattoos, or visible body piercing while working.

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor or your Human Resources staff.

Return of Property

The CHA makes available property, materials or written information to help you do your job. You are responsible for protecting and controlling any property that is available to you.

You must also return it promptly when requested. If you stop working at the CHA, you must return all CHA property immediately.

If you do not return the property and if the law allows, CHA may take money from your regular or final paycheck to cover the cost. CHA may also take legal action to recoup its property.

Resignation

Employees who resign from the CHA employment are requested to submit formal resignations on an Employee's Personnel Action Request Form, (EPAR). The CHA requests, as a matter of professional courtesy, that an employee provide the Department Director and the Department of Human Resources with two (2) weeks notice of their resignation. The Human Resources Department may conduct exit interviews with employees who resign. Employees are encouraged to cooperate and provide constructive information regarding their CHA employment experience in the exit interview.

Security Inspections

Subject to applicable law, employees should have no expectation of privacy in the CHA facilities, offices, cubicles or containers such as desks, filing cabinets and credenzas. These areas and containers may be subject to searches and inspection by the CHA. Employees' should have no expectation that such items are private or that they have or will have a proprietary interest in them.

Drug Testing

The CHA is committed to making a safe, efficient, and productive work environment for all employees. There can be serious safety and health risks if an employee uses or is under the influence of drugs or alcohol on the job. We may ask employees to provide body substance samples, such as urine and/or blood. The CHA will use the samples to check for the illegal or illicit use of drugs and alcohol.

Problem Resolution

Employees who are experiencing difficulties with co-employees or supervisors are encouraged to attempt to resolve problems or difficulties with their supervisor or Department Director. If such efforts are unsuccessful or impractical, employees may file a grievance with the Human Resources Department. The grievance process is a problem solving process, not an adjudicatory process. A Human Resources representative shall meet with the grieving employee to discuss the nature of the grievance and determine whether further investigation is necessary or desirable. If the Human Resources representative determines that such action is desirable, an attempt will be made by the representative to conciliate the dispute between the grieving employee and the employee or supervisor and attempt to achieve an amicable resolution of the problem or difficulty.

The CHA's Ethics Officer or designee addresses all equal opportunity concerns of the CHA employees including, complaints of discrimination, harassment or hostile work environment and requests for accommodation due to religion or disability. Complaints may concern hiring, promotions, transfers, work environment or any other term or condition of employment.

EEO complaints should be made to the Ethics Officer. Employees must report incidents of discrimination, harassment or hostile work environment to the CHA's Ethics Officer or to any other CHA Management Representative. Complaints and reports shall be held in confidence to the extent that such confidence is consistent with CHA's Policy of eliminating and correcting incidents of discrimination or harassment. Retaliation against employees who make complaints is prohibited. All CHA employees must provide their full cooperation to the CHA's Ethics Officer when that cooperation is requested.

When a complaint of discrimination is made to the Ethics Officer, the Officer will conduct an investigation of the complaint and conclude the complaint resolution process within forty-five (45) calendar days of its receipt, if feasible. In investigating and resolving EEO complaints, the Ethics Officer will do the following:

- Determine whether the complaint concerns an equal employment opportunity issue or whether it is more appropriately addressed in, the grievance or problem-solving procedures provided in this CHA Employee Handbook.
- Work with disabled employees and their supervisors and Department Directors to make reasonable accommodation determinations for those employees, where appropriate.
- Investigate all complaints of discrimination in a fair, impartial and expeditious manner.
- Where feasible and desirable, conciliate conflicts that exist for reasons other than discrimination.
- Where the complaint is determined to be without substantive merit, issue a determination to the complaining employee advising the employee that no further EEO action will be taken and, where appropriate, refer the employee to other processes or services to address the employee's issues.
- Where discriminatory conduct is found, consult with complaining party and, where appropriate, Department Director or designee and Director of Human Resources on a corrective action recommendation.
- Where discriminatory conduct is found, issue a corrective action determination to the Departmental Director via the Director of Human Resources.
- Conduct a follow-up investigation within thirty (30) calendar days of issuing a corrective action determination to ensure that the corrective action recommendation is followed.
- Where a corrective action determination has not been followed, issue a report to the Director of Human Resources and the Chief Executive Officer to seek assistance in enforcing the corrective action determination.

Workplace Etiquette

The CHA can be a better place to work when all employees show respect and courtesy to each other. Sometimes there are problems when employees do not realize that they are bothering or annoying other people. If this happens to you, you should first try to solve the problem by politely telling your co-worker what is bothering you.

In most cases, if you use common sense, the problem can be fixed. We encourage you to keep an open mind. If another employee tells you about something that you are doing that makes it hard for that person to work, try to understand the other person's point of view.

The following are some guidelines and suggestions for how to be considerate of others at work. You will not necessarily be disciplined if you do not follow these suggestions, but the guidelines will help you get along with others. If you have comments or suggestions about workplace etiquette, contact the Human Resources Department.

- Return copy machine and printer settings to their default settings after changing them.
- Replace paper in the copy machine and printer paper trays when they are empty.
- Retrieve print jobs in a timely manner and be sure to collect all your pages.
- Be prompt when using the manual feed on the printer.
- Keep the area around the copy machine and printers orderly and picked up.
- Be careful not to take or discard others' print jobs or faxes when collecting your own.

- Avoid public accusations or criticisms of other employees. Address such issues privately with those involved or your supervisor.
- Try to minimize unscheduled interruptions of other employees while they are working.
- Communicate by email or phone whenever possible, instead of walking unexpectedly into someone's office or workspace.
- Be conscious of how your voice travels, and try to lower the volume of your voice when talking on the phone or to others in open areas.
- Keep socializing to a minimum, and try to conduct conversations in areas where the noise will not be distracting to others.
- Minimize talking between workspaces or over cubicle/workstation walls. Instead, conduct conversations with others in their workspace.
- Try not to block walkways while carrying on conversations.
- Refrain from using inappropriate language (swearing) that others may overhear.
- Avoid discussions of your personal life/issues in public conversations that can be easily overheard.
- Monitor the volume when listening to music, voice mail, or a speakerphone that others can hear.
- Clean up after yourself and do not leave behind waste or discarded papers.

Confidentiality

Employees who have access to confidential or privileged information regarding the CHA employees, policies, or programs are prohibited from disclosing such information and must maintain confidentiality. Employees shall not use or reveal confidential or privileged information gained in the course of or by reason of their position or employment, except as specifically allowed by law. Employees who violate confidentiality are subject to discipline up to and including termination. The CHA reserves the right to keep certain information confidential.

Solicitation/Distribution of Literature Prohibition

Solicitation for any purpose is not allowed on the CHA property or during work time without advance approval of the Department Director or Chief Executive Officer. Employees may not distribute material on the CHA property at any time, or in any place or manner, if the distribution interferes with or impedes the CHA's operations.

Employee Obligation to Assist in Legal Defense, Investigations and Audits

The CHA's General Counsel Office represents the CHA as a corporate entity. The CHA employees are required to assist the General Counsel in advising the Board of Commissioners and in defending the CHA in litigation by providing the General Counsel and staff with accurate and complete information within the employee's knowledge, and timely access to documents within the employees custody or control.

The CHA's Office of the Inspector General is responsible for conducting audits and certain investigations. All CHA employees must cooperate with Inspector General Audits and investigations subject to constitutional protections. Employees must provide requested information and interviews to the Office of the Inspector General. Employees may bring a representative to interviews.

Miscellaneous

Public Relations

Inquiries from the broadcast and print media seeking CHA comment must be referred to the CHA's Press Secretary at (312) 913-7484. Employees are not authorized to make or represent themselves as CHA spokespersons without the written approval of the Chief Executive Officer. Employees have the same rights as all citizens to speak out on matters of public concern to the extent provided by law if they do so without representing themselves as CHA spokespersons.

Scofflaws Prohibition

As public employees, the CHA employees have a special responsibility to pay public charges and fees imposed by federal, state and local governments and to abide by all laws and ordinances. Accordingly, employees must pay all public charges imposed on them, including municipal water bills, property taxes, vehicle sticker and license fees, parking ticket fines, driving violation fines and other tax obligations. Employees who violate this Policy are subject to discipline up to and including termination, and other remedies as provided by law. Employees may utilize a Voluntary Wage Deduction Agreement to address outstanding indebtedness to the City of Chicago or to the CHA.

Employee Identification Cards

All CHA employees are issued a 60 E. Van Buren Street building identification card (ID card). Employees are expected wear their ID card at all times. Employees who lose their identification cards must report it lost to the Human Resources, so that the lost cards can be immediately replaced. Employees must pay a fee of twenty-five dollars (\$25.00) at the Human Resources Department for the replacement.

Hatch Act/Political Activities

Employees may not use their position or CHA facilities, equipment, property or supplies to engage in political activities as provided in the Hatch Act (5 U.S.C. §7321). Further information is referenced in the CHA's Ethics Policy: Article II, Section 14.

Van Buren Building Rules and Regulations

All CHA employees while in the 60 East Van Buren Street, Chicago, Illinois are further required to abide by the Van Buren Building Rules and Regulations. A copy of the Rules and Regulations is attached and incorporated into this Policy Guide.