

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE HOUSING AUTHORITY OF THE CITY OF LAFAYETTE

HOUSING AUTHORITY OF THE CITY OF LAFAYETTE
VOLUNTARY COMPLIANCE AGREEMENT

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I. INTRODUCTION

The Housing Authority of the City of Lafayette (HACL or the Authority) owns, operates, or controls a public housing program consisting of housing and non-housing programs that include, but are not limited to, common entrances, common areas, management offices, corridors, hallways, community programs and day care facilities. *See* HACL's List of Properties, attached as **Appendix A**. HACL receives various Federal funds to operate, maintain, and make capital improvements to these projects. The U.S. Department of Housing and Urban Development (HUD or the Department) has funded HACL's projects, in part, through the provision of operating subsidies and capital funding (including the Comprehensive Grant Program (CGP), the Comprehensive Improvement Assistance Program (CIAP), Capital Fund Program, and Public Housing Drug Elimination Program (PHDEP)).

HACL is subject to federal civil rights laws and regulations. *See* Section 504 of the Rehabilitation Act of 1973 (Section 504)¹; Title II of the Americans with Disabilities Act of 1990 (ADA)²; the Fair Housing Act of 1968, as amended (Fair Housing Act)³; the Architectural Barriers Act of 1968 (ABA)⁴; Title VI of the Civil Rights Act of 1964 (Title VI)⁵; Section 109 of the Housing and Community Development Act of 1974 (Section 109)⁵; and the respective implementing regulations for each Act. *See also* HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of HACL's Annual Contributions Contract (ACC) with HUD.

During the week of December 5, 2005, the Department conducted a compliance review under the authorities of Section 504, Title II of the ADA and Title VI. The Department reviewed HACL's programs, services and activities. The Department's review included a review of HACL's application and admissions process; tenant selection and assignment; maintenance services; designated accessible housing units, including common areas; and housing and non-housing programs and activities. In addition, the Department conducted an accessibility review of HACL's Main Administration Building. The Department's review also included the examination of HACL's waiting lists, resident applications and reasonable accommodation requests. The Department also reviewed HACL's current policies and procedures, including HACL's Admissions and Continued Occupancy Policy (ACOP), the Reasonable

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8

² 42 U.S.C. §§ 12101 *et seq.*; 28 C.F.R. Part 35

³ 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100

⁴ 42 U.S.C. §§ 4151-4157

⁵ 42 U.S.C. §§2001d *et seq.*; 24 C.F.R. Part 1

⁵ 42 U.S.C. §§ 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602

Accommodation, Transfer and Occupancy Policies. Finally, the Department conducted interviews with HACL residents and staff.

HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual housing units, as well as deficiencies in HACL's record-keeping and current policies and procedures. On February 17, 2006, the Department issued its preliminary Letter of Findings of Non-Compliance (LOF) with Section 504, the ADA and Title VI.

II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to comply with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible.

Accessible Route – A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; 28 C.F.R. § 35.151 and UFAS § 4.3. *See also* definitions of “Dwelling Unit” and “Non-Housing Programs.”

Administrative Offices – The HACL's Main Administrative Office located at 115 Kattie Drive, Lafayette, Louisiana.

Alterations – Any change in a facility or its permanent fixtures or equipment, including remodeling, renovation, rehabilitation, reconstruction, changes or rearrangement in structural parts and extraordinary repairs. *See* 24 C.F.R. § 8.3.

Assistance Animal – An animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and thus, is not subject to HACL's Pet Policies. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person's disability.

Auxiliary Aids – Services that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the length and complexity of the communication involved. *See* 24 C.F.R. § 8.3.

Development – The whole of one or more HACL-owned residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for Federal financial assistance or application for assistance; or are treated as a whole for processing purposes, whether or not located on a common site.

Dwelling Unit – A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

Effective Date - The effective date of this Agreement is the date of the last signature in Section IX.

HACL – The officers, directors, agents, employees and successors or assigns of The Housing Authority of the City of Lafayette.

Non-Housing Programs - All or any HACL-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, HACL on-site offices (excluding HACL's Main Administrative Offices which are defined separately as "Administrative Offices"), community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by HACL policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in HACL's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

Person With a Disability – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or, is regarded as having such an impairment. *See* 24 C.F.R. § 8.3.

Reasonable Accommodation – A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

Structural Impracticability – Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of fifty percent (50%) or more of the value of the element of the building or facility involved. *See* UFAS § 3.5.

Total Housing Units – The total number of public housing units published in HUD's Public and Indian Housing Information Center (PIC) as of March 16, 2006 and as reflected in **Appendix A**.

UFAS – Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.

UFAS-Accessible Unit – A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on an Accessible Route, as defined in this Agreement. The unit can be approached, entered and used by persons with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible unless HACL can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable or would create an undue financial and administrative burden.

III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all federally funded projects, related facilities, and programs or activities that HACL, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of HACL and HUD. This Agreement shall remain in effect until HACL has satisfactorily completed the provisions set forth in this Agreement; or for a minimum of four (4) years after the effective date of this Agreement, whichever is later.

- C. HACL's Annual and Five Year Plans must be consistent with the requirements of this Agreement. HACL shall amend those Plans, as necessary, in order to ensure the adoption of the requirements of this Agreement, including policies with respect to tenant selection and assignment; planning and completion (including reservation of sufficient funding) of modifications to housing units, HACL's Administrative Office, and HACL's Non-Housing Programs, in order to provide accessibility for persons with disabilities.
- D. Notwithstanding any notice or consultation requirements of this Agreement, HACL shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan ("PHA Plan") regulation at 24 C.F.R. Part 903.
- E. The Department may increase the minimum five percent (5%) requirement, as set forth in Section IV. (D)(1) of this Agreement, if the Department determines, pursuant to 24 C.F.R. §§ 8.22 (c) and 8.23 (b)(2), that the needs of income eligible persons with disabilities in the City of Lafayette for UFAS-Accessible Units exceeds five percent (5%). *See also* 24 C.F.R. § 8.25 (c).
- F. This Agreement, including the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, shall serve as HACL's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. *See* 24 C.F.R. §§ 8.21 (c)(4), 8.24 (d) and 8.25 (c).
- G. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, Title VI, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- H. This Agreement does not affect the ability of HUD or HACL to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- I. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the Freedom of Information Act and Privacy Act Procedures to which the Department and HACL are subject.
- J. HACL shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with HACL's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- K. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding HACL's obligations, responsibilities, or technical requirements under Section 504, the ADA, Title VI, the ABA, UFAS, and/or the Fair Housing Act conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- L. This Agreement does not supersede, or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- M. This Agreement does not affect any requirements for HACL to comply with all requirements of Section 504, the ADA, Title VI and/or the Fair Housing Act not addressed in this Agreement.

- N. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. *See* 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205.
- O. HACL shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- P. This Agreement and the requirements herein are controlling in the event that a court orders HACL to provide a lesser number of units accessible to persons with disabilities than the requirements stated in this Agreement, and HUD is not a party to the litigation.
- Q. HACL shall provide in alternate formats, upon request, all notices, correspondence and/or communications that this Agreement requires to be disseminated. *See* 24 C.F.R. § 8.6.

IV. SPECIFIC PROVISIONS

A. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR

1. Within thirty (30) days of the effective date of this Agreement, HACL will appoint an Acting Voluntary Compliance Agreement Administrator (VCA Administrator) and provide HUD with the name of the individual designated to serve as the Acting VCA Administrator.
2. Within ninety (90) days of the effective date of this Agreement, HACL shall hire or appoint a Voluntary Compliance Agreement Administrator (VCA Administrator).
3. The Acting VCA Administrator and VCA Administrator will report directly to the Executive Director of HACL.
4. The Acting VCA Administrator or VCA Administrator will be responsible for coordinating all compliance activities under this Agreement and shall serve for the duration of the VCA. Specifically, the VCA Administrator will be responsible for the following:
 - a. implementation of the provisions of this Agreement;
 - b. submission of all reports, records and plans required by this Agreement; and
 - c. coordination of the activities of HACL personnel who will assist the VCA Administrator in implementing this Agreement.
5. HACL shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.
6. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, HACL shall designate an Acting VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator. Upon designation, HACL shall provide HUD with the name of the individual selected to serve as the acting VCA Administrator.
7. Within sixty (60) days of the termination or resignation of the VCA Administrator, HACL shall select a new VCA Administrator. Upon designation, HACL shall provide HUD with written notice of the new VCA Administrator.

B. REMEDIES FOR TITLE VI RECORDKEEPING AND RELATED VIOLATIONS

1. **Low Income Public Housing Program Waiting List:** Within sixty (60) days of the effective date of this Agreement, HACL will submit, for HUD review and approval, proposed modifications to its waiting lists to adopt a single waiting list. HACL's proposed waiting list will combine all existing Low-Income Public Housing (LIPH) Waiting Lists into one (1) waiting list organized according to time and date of application and preference(s). HUD will approve, or provide comments, to the HACL's proposed waiting list within thirty (30) days of receipt.

a. **Admissions and Continued Occupancy Policy (ACOP):** The HACL's amended Admissions and Continued Occupancy Policy (ACOP), referenced in Paragraph IV. (F)(1), will incorporate the HUD-approved waiting list amendment, referenced in Paragraph IV. (B)(1)(b), above;

b. **Reporting Requirements:** HACL shall develop and submit to HUD Quarterly Reports that track the implementation of its HUD-approved waiting list, referenced in Paragraph IV. (B)(1). The LIPH Waiting List Reports will include the following:

1. applicant's race, ethnicity, familial/elderly status and disability status, if applicable;
2. date of application;
3. date applicant placed on waiting list;
4. applicant preference(s), if applicable, and how preference(s) verified;
5. date and time of unit offer;
6. number and location of unit offered;
7. date of unit acceptance/refusal;
8. date of move-in;
9. date of eviction, if applicable;
10. reason for move, if known; and
11. date applicant removed from waiting list and justification(s) for removal.

2. **Section 8/Housing Choice Voucher Program:** HACL shall amend its Section 8/Housing Choice Voucher Program to correct the violations outlined in the Department's February 17, 2006 Letter of Findings:

a. **Administrative Plan:** Within sixty (60) days of the effective date of this Agreement, HACL shall submit for HUD review and approval a revised Administrative Plan. HUD will provide its approval or comments within forty-five (45) days of receipt of the revised Administrative Plan. The Administrative Plan will be revised consistent with 24 C.F.R. § 982.54 (d), addressing procedures used for the following actions and local policies:

1. selection and admission of applicants from the waiting list;
2. issuing and denying vouchers;
3. extending and suspending voucher terms;
4. occupancy policies;
5. methods of encouraging participation by owners of suitable units outside areas of low income or minority concentration;
6. methods of encouraging participation by owners of accessible units;
7. hearing procedures for participants.

b. **Reporting Requirements:** HACL shall develop and submit to HUD Quarterly Reports that track the maintenance of its Section 8/Housing Choice Voucher Waiting List(s). The Section 8/Housing Choice Voucher Program Waiting List Reports will include the following:

1. applicant's race, ethnicity, familial/elderly status and disability status, if applicable;
2. date of application;
3. date applicant placed on waiting list;
4. applicant preference(s), if applicable and how preference(s) verified;
5. date and time of voucher offer;
6. date of lease;
7. date of eviction, if applicable; and
8. date applicant removed from waiting list and justification(s) for removal.

C. SECTION 504/ADA COORDINATOR

1. Pursuant to 24 C.F.R. § 8.53, 28 C.F.R. § 35.107 and this Agreement, HACL shall designate a Section 504/ADA Coordinator to perform the following functions:

- a. coordinate HACL's compliance with Section 504 and HUD's implementing regulations;
 - b. assume the duties set forth in this Agreement including, but not limited to, the development and implementation of the Reasonable Accommodation and Effective Communication Policies and Procedures set forth in Paragraphs (F)(4) and (5), below;
 - c. coordinate HACL's compliance with Title II of the ADA; and
 - d. coordinate with the HACL's VCA Administrator, as referenced in Paragraph IV. (A), on the implementation of the provisions of this Agreement.
2. The individual selected to serve as the HACL's Section 504/ADA Coordinator must have prior experience that demonstrates knowledge of and expertise concerning Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, the regulations implementing those statutes and applicable accessibility standards;
3. Within ninety (90) days of the effective date of this Agreement, HACL shall select qualified individual to serve as HACL's Section 504/ADA Coordinator. Upon selection, HACL shall provide HUD with the name of the individual selected to serve as the Section 504/ADA Coordinator and a copy of the Section 504/ADA Coordinator's resume and/or curriculum vitae.
4. In the event that the Section 504/ADA Coordinator resigns or is terminated prior to the expiration of this Agreement, HACL shall:
- a. within fourteen (14) days of the resignation or termination of the Section 504/ADA Coordinator, designate an Acting Section 504/ADA Coordinator. Upon designation, HACL shall provide HUD with the name and resume and/or curriculum vitae of the individual selected to serve as the Acting Section 504/ADA Coordinator.
 - b. Within sixty (60) days of the resignation or termination of the Section 504/ADA Coordinator, HACL shall secure the services of a new, qualified Section 504/ADA Coordinator. HACL shall provide written notice of the selection of the new Section 504/ADA Coordinator and provide the Department with a copy of the Section 504/ADA Coordinator's resume and/or curriculum vitae.

D. HOUSING PROGRAMS

1. Provision of UFAS-Accessible Units

- a. HACL shall construct or convert a **minimum of five percent (5%), or twenty-nine (29), of its five hundred seventy two (572) Total Housing Units**, as delineated at **Appendix A**, as UFAS-Accessible subject to the requirements of the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (D)(2)(a).
- b. The construction or conversion of these units shall commence no later than sixty (60) days following HUD's approval of the **UFAS-Accessible Unit Plan**, described in Paragraph IV. (D)(2)(a).
- c. HACL must demonstrate the completion of the construction or conversion of twenty-nine (29) UFAS-Accessible Units, as described in Paragraph IV (D)(1), above, within four (4) years of the effective date of this Agreement.
- d. Unless otherwise agreed by HUD pursuant to HUD's approval of HACL's **UFAS-Accessible Unit Plan**, described in Paragraph IV (D)(2), below, HACL will demonstrate the completion of the following:
 - (i) seven (7) units described in Paragraph IV. (D)(1), no later than one (1) year from the effective date of the Agreement;
 - (ii) an additional seven (7) units described in Paragraph IV.(D)(1) no later than two (2) years from the effective date of the Agreement;
 - (iii) an additional seven (7) units described in Paragraph IV. (D)(1) no later than three (3) years from the effective date of the Agreement; and
 - (iv) an additional eight (8) units described in Paragraph IV. (D)(1) no later than four (4) years from the effective date of the Agreement.
- e. HACL shall reserve sufficient funding to achieve the annual rates for completion of UFAS-Accessible Units set forth in Paragraphs IV. (D)(1)(d);
- f. If, at any time, HACL has cause to believe that it will not be able to meet the annual production rates for a particular year as outlined in Paragraph IV (D)(1)(d), above, HACL shall notify HUD of the reasons and provide supporting documentation including proposed production schedules for the remaining term of the Agreement. HUD will review the notification and documentation.
- g. A UFAS-Accessible Unit will not be deemed completed under Paragraph IV. (D)(1) until the Non-Housing Programs serving that unit are accessible to persons with disabilities. HACL's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate HACL's work to ensure achievement of both non-housing program accessibility and the production of UFAS-Accessible units. The Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (E)(1) below, will identify those Non-Housing Programs that are currently inaccessible to persons with disabilities and coordinate the timeframes for completion of modifications to the Non-Housing Programs and UFAS-Accessible Unit Plan.

2. UFAS-Accessible Unit Plan

- a. Within one hundred twenty (120) days of the effective date of this Agreement, HACL will submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all

developments identified in **Appendix A**. HUD will provide HACL with its approval, or comments, within forty five (45) days of receipt of both HACL's proposed **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (E)(1).

- b. The **UFAS-Accessible Unit Plan** will address all developments covered under this Agreement as referenced in Appendix A and will be in a format that includes: (1) total number of UFAS-Accessible Units to be produced annually; (2) development name and location; (3) bedroom size distribution within each development; (4) the percentage of all UFAS-Accessible Units in the development; (5) current occupancy status of each unit to be modified; (6) relocation plan for any currently occupied units; (6) vacancy rates at each development; (7) crime rates in and around each development; and (8) interim timeframes and benchmarks for meeting annual rates, as set forth in Paragraph IV. (D)(1)(d).
 - c. The **UFAS-Accessible Unit Plan** shall include a site map for each development which includes the following: (a) development and unit address; (b) total number of units to be modified or constructed as UFAS-accessible; (c) bedroom size of UFAS-accessible units; (d) accessible common areas at each development, including, but not limited to, accessible routes, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites; and (e) the common areas that are currently inaccessible.
 - d. If the **UFAS-Accessible Unit Plan** does not include provisions to provide accessible units in a given development, or if implementation of the Plan would not result in at least five percent (5%) of the units being UFAS-Accessible in a given development, then HACL will provide a detailed explanation, for HUD's review and approval, which includes information regarding structural infeasibility and/or undue financial and administrative burden. The number of UFAS-Accessible Units in any particular development may not exceed twenty-five percent (25%) of the total units in that development.
 - e. The UFAS-Accessible Units to be completed pursuant to this Agreement shall be to the maximum extent feasible and subject to reasonable health and safety requirements:
 - (i) distributed throughout HACL's developments and sites; and
 - (ii) available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program. *See* 24 C.F.R. §8.26.
3. **Certification of UFAS-Accessible Units**
- a. Within one hundred twenty (120) days of the effective date of this Agreement, HACL will submit, for HUD review and approval, the name, qualifications and experience of an independent third-party organization with whom HACL proposes to contract for the review and certification of the Section 504/ADA modifications made pursuant to this Agreement. The third-party organization must have experience in reviewing/inspecting architectural design and construction to ensure compliance with Section 504, the ADA and the Fair Housing Act. HUD will provide its approval or comments within thirty (30) days of HACL's submission of the proposed third-party organization.
 - b. The HUD-approved independent third-party organization selected to review and certify the modifications made pursuant to this Agreement shall:

- (i) submit documentation to the HACL to verify that the firm maintains errors and omissions liability insurance and document that the firm's Principal will certify all firm findings made pursuant to this Agreement;
 - (ii) be independent of any third-party architectural and/or engineering firm with whom HACL contracts for the purposes of developing the plans/drawings/blueprints for the new construction and/or modifications made pursuant to HACL's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, as described in Paragraphs IV. (D)(2) and IV. (E)(1), and the Administrative Office Accessibility Plan, as referenced in Paragraph IV. (E)(2).
- c. Within ninety (90) days of HACL's completion of each of the UFAS Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (D)(2) above, HACL will provide written certification through the HUD-approved independent third-party organization, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS and, where applicable, ADA Accessibility Standards and the Fair Housing Act. HACL will submit this documentation to HUD as part of its Quarterly Report. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

4. **Status Reports for UFAS-Accessible Units**

- a. HACL will provide Quarterly Reports to HUD to document the production of UFAS-Accessible Units. The Quarterly Reports will provide the following information: (1) the number of UFAS-Accessible Units for which funds have been reserved; (2) the physical work that has been undertaken by development name and complete unit address; and (3) the physical work that has been completed by development name and complete unit address. The Quarterly Report will also provide, for each completed unit, an independent verification of UFAS compliance by development and bedroom size. The Quarterly Report will include unit counts for the given reporting period and cumulatively from the effective date of this Agreement.
- b. HACL will also provide a narrative to describe any delays encountered or anticipated in meeting the interim timeframes and benchmarks identified in the HUD approved UFAS Accessible Unit Plan, referenced in Paragraph IV. (D)(2). HACL's failure to report delays in a timely fashion will have a negative impact on HUD's consideration of any HACL request for adjustments in annual rates pursuant to Paragraph IV. (D)(1) or attempts to resolve or cure any alleged non-compliance pursuant to Paragraph VIII. (A) .

E. **NON-HOUSING PROGRAMS**

1. **Non-Housing Program Accessibility Plan**

- a. Within one hundred twenty (120) days of the effective date of this Agreement, HACL will submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan**. HUD will provide its approval or comments within thirty (30) days of receipt of both the Non-Housing Program Accessibility Plan and the UFAS-Accessible Unit Plan, referenced in Paragraph IV. (D)(2), above.
- b. HACL's **Non-Housing Program Accessibility Plan** will ensure that HACL's Non-Housing Programs are accessible to persons with disabilities. *See* 24 C.F.R. § 8.21. Non-Housing Programs include, but are not limited to, all common areas, accessible routes,

management and regional offices (including restrooms), laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers (including restrooms), and day care facilities (including restrooms). *See* 24 C.F.R. § 8.21. This Plan must include accessible transportation if transportation is or must be provided to take persons with disabilities (including their accompanying family members and friends without disabilities) to HACL-sponsored services, programs or activities.

- c. The Non-Housing Program Accessibility Plan must include: (1) specific elements to be made accessible at each development; (2) interim timeframes and benchmarks for meeting annual rates; (3) an annual timetable that coincides with the UFAS-Accessible Unit Plan not to exceed four (4) years for completion of the approved work; and (4) identification of the source of the funding to accomplish each task. The Plan must also include the designated accessible common areas at each development, including, but not limited to, accessible routes, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites, and common areas that are currently inaccessible. If accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural infeasibility and/or an undue financial and administrative burden, HACL will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or an undue financial and administrative burden.
- d. The Non-Housing Programs that serve the UFAS-accessible units produced under the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (D)(2), must be accessible before the UFAS-accessible units will be deemed completed to comply with the annual production rates of UFAS-accessible units as set forth in Paragraph IV. (D)(1). HACL's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate HACL's work to ensure achievement of both non-housing program accessibility and the production of UFAS-Accessible Units.

2. Main Administrative Offices Accessibility Plan

- a. Within one hundred-twenty (120) days of the effective date of this Agreement, HACL will submit, for HUD's review and approval, its **Main Administrative Offices Accessibility Plan** to make HACL's Main Administrative Offices located at 115 Kattie Drive, Lafayette, Louisiana accessible to persons with disabilities and ensures the offices comply with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval or comments within thirty (30) days of receipt of the Main Administrative Offices Accessibility Plan.
- b. Until completion of all modifications to HACL's Main Administrative Offices, HACL shall make reasonable accommodations to persons with disabilities to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in HACL's Main Administrative Offices.
- c. The Main Administrative Offices Accessibility Plan will include accessible routes into and throughout HACL's programs, services and/or activities located at the Main Administrative Offices, accessible parking and transportation stops, including accessible signage.
- d. The Plan must include accessible transportation if transportation is or must be provided to take persons with disabilities (including their accompanying family members and friends without disabilities) from the Main Administrative Offices to HACL-sponsored programs, services or activities.

- e. The Main Administrative Offices Accessibility Plan must include:
 - (i) specific elements to be made accessible;
 - (ii) a timetable not to exceed six (6) months for completing the work;
 - (iii) interim timeframes and benchmarks for meeting the six (6) month deadline; and
 - (iv) identification of the source of funding to accomplish each task.
- f. If accessibility cannot be achieved at a particular space due to structural infeasibility and/or an undue financial and administrative burden, HACL will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.
- g. Within thirty (30) days of all completed modifications at HACL's Main Administrative Offices, HACL will provide certification, through the HUD-approved independent third-party organization, as referenced in Paragraph IV. (D)(3), that HACL's Administrative Offices comply with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards.
- h. HUD reserves the right to conduct periodic on-site inspections of HACL's Main Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Accessibility Standards. In addition, HUD reserves the right to ensure that HACL's programs, services and activities located in the Main Administrative Offices are accessible to persons with disabilities in compliance with Section 504 and, where applicable, the ADA.

F. POLICIES AND PROCEDURES

1. Admissions and Continued Occupancy Policy (ACOP)

- a. Within ninety (90) days of the effective date of this Agreement, HACL shall submit a proposed, amended Admissions and Continued Occupancy Policy (ACOP) to HUD for its review and approval;
- b. The proposed, amended ACOP will incorporate the Policies and Procedures referenced in this Agreement, as follows:
 - (i) Waiting List Preferences and Priorities [Paragraphs IV. (B)(1) and IV. (B)(2)(b)];
 - (ii) Application [Paragraph IV. (F)(2)];
 - (iii) Occupancy, and Transfer Policy [Paragraph IV. (F)(3)];
 - (iv) Reasonable Accommodation Policy [Paragraph IV. (F)(4)];
 - (v) Effective Communication Policy [Paragraph IV. (F)(5)];
 - (vi) Dwelling Lease (Paragraph IV. (F)(6)); and
 - (viii) Pet Policy [Paragraph IV. (F)(7)]
- c. HUD will provide its approval or comments to the proposed amended ACOP within forty-five (45) days of receipt;
- d. Within thirty (30) days of HUD's approval, HACL shall submit the amended ACOP to HACL Board to be submitted for public comment pursuant to 24 C.F.R. Part 960;
- e. Within thirty (30) days of the close of the public comment period, the Board shall approve and HACL will fully adopt and implement the amended ACOP.

2. **Application**

- a. Within sixty (60) days of the effective date of this Agreement, the HACL shall submit to HUD, for review and approval, an amended application that:
 - (i) asks applicants with disabilities to specify whether they need a unit with accessible features; and
 - (ii) asks applicants with disabilities to specify if they require reasonable accommodation(s) during the application process and/or in their housing;
- b. HUD will approve, or provide comments, on the amended application within thirty (30) days of receipt.

3. **Occupancy and Transfer Policy**

- a. HACL's amended ACOP, referenced in Paragraph IV. (F)(1) above, shall revise the following provisions in its **Occupancy and Transfer Policies** to address the transfers of residents and applicants with disabilities into HACL's UFAS-Accessible Units:
 - (i) transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through HACL's Section 504/ADA Administrator's Office;
 - (ii) when an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features;
 - (iii) if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, then it will be offered to a current resident with disabilities residing in another development that requires the accessibility features of the vacant accessible unit and occupying a unit not having these features;
 - (iv) if there is no current resident who requires the accessibility features of the vacant, accessible unit, then the vacant, accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, accessible unit;
 - (v) if there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. However, HACL will require the applicant to execute a ***Dwelling Lease***, referenced in Paragraph IV. (F)(6), that requires the resident to relocate, at HACL's expense, to a non-accessible unit within thirty (30) days of notice by HACL that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27.
- b. Within sixty (60) days of the effective date of this Agreement, HACL's Section 504/ADA Coordinator will develop and maintain a Transfer List that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended ACOP. The Section 504/ADA Administrator will update and maintain the Transfer List on a monthly basis. The Transfer List will document the following:

- (i) date and time of each transfer request;
- (ii) name and address of resident(s);
- (iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features;
- (iv) current disposition of transfer request;
- (v) date of transfer; and
- (vi) name(s) of resident transferred out of a unit to accommodate a resident's disability per HACL's implementation of the *Dwelling Lease* that requires a resident without a disability to relocate to a vacant, non-accessible unit at HACL's expense.

4. **Reasonable Accommodation Policy**

- a. Upon the adoption of the amended ACOP referenced in Paragraph IV. (F)(1), the implementation of the Reasonable Accommodation Policy, attached as **Appendix B**, will commence and HACL's Section 504/ADA Administrator will centralize HACL's reasonable accommodation process for applicants, residents, and members of the public who participate in HACL programs. The Reasonable Accommodation Policy, attached as **Appendix B**, shall serve as a guide to HACL in developing its Reasonable Accommodation Policy forms and procedures.
- b. Upon the implementation of the **Reasonable Accommodation Policy**, attached as **Appendix B**, and the reasonable accommodation provisions of the amended ACOP, HACL will develop and maintain a **Reasonable Accommodation Log** that documents each reasonable accommodation request. The **Reasonable Accommodation Log** will include documentation regarding: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and (v) documentation reflecting the disposition of the requests, including implementation date(s).
- c. Upon the implementation of the **Reasonable Accommodation Policy** and the reasonable accommodation provisions of the amended ACOP, each HACL on-site property manager will maintain a Reasonable Accommodation Log for each reasonable accommodation request received. The Reasonable Accommodation Log will include: (i) the date and time the reasonable accommodation request was received; and (ii) the date and time the site manager referred the request to HACL's Section 504/ADA Administrator for processing and disposition.
- d. No later than two (2) business days after a site manager has received a request for reasonable accommodation(s), the site manager shall forward the reasonable accommodation request(s) to HACL's Section 504/ADA Administrator for review, processing and disposition.

5. **Effective Communication Policy**

- a. Upon the adoption of the amended ACOP, as referenced in Paragraph IV. (F)(1.), the implementation of the Effective Communication Policy, attached as **Appendix C**, will commence. The **Effective Communication Policy**, attached as **Appendix C**, shall serve as a guide to HACL in developing its Effective Communication Policy and procedures. Within thirty (30) days following the Board's approval of the amended ACOP, HACL will disseminate the Effective Communication Policy to HACL Employees.

- b. Within thirty (30) days following the Board's approval of the amended ACOP, HACL will post a Notice of Effective Communication, including the name and contact information (including TDD/TTY number) of HACL's designated Section 504/ADA Administrator in prominent locations where applications are accepted, in on-site management offices, and in HACL offices where applicants, residents and members of the public transact business with HACL. HACL will also provide a notice on written correspondence, including notices of public meetings/hearings, advising persons with disabilities of HACL's Effective Communication Policy.

6. **Dwelling Lease**

- a. Within thirty (30) days of the effective date of this Agreement, the HACL shall submit a proposed, revised ***Dwelling Lease*** that requires that residents without a disability who occupy a UFAS-accessible unit to relocate to a vacant, non-accessible unit, at HACL's expense, within thirty(30) days of notice by HACL that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. HUD will approve, or provide comments, on the amended ***Dwelling Lease*** within fourteen (14) days of receipt.
- b. HACL's proposed, amended ACOP, submitted under Paragraph IV. (F)(1), above, shall include HACL's amended ***Dwelling Lease*** that requires a resident without a disability to relocate to a vacant, non-accessible unit, at HACL's expense, within thirty (30) days of notice by HACL that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit;
- c. Within thirty (30) days of HUD's approval of the amended ***Dwelling Lease*** referenced in Paragraph IV. (F)(6)(a), above, the HACL shall utilize the amended ***Dwelling Lease*** in the leasing or lease renewal of all dwelling units.

7. **Pet Policy**

- a. HACL's proposed amended ACOP, referenced in Paragraph IV. (F)(1), shall include revisions to the HACL's Pet Policy referenced in the October 2004 ACOP at pages 37-39. Specifically, the HACL shall modify the HACL's Pet Policy as follows:
 - (i) include an amendment of the HACL's Pet Policy to include an express exclusion for "Assistance Animals". The amended Pet Policy will clarify that an "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities and is not subject to HACL's Pet Policy. The Pet Policy will define an "assistance animal" as an animal that is needed as a reasonable accommodation for persons with disabilities. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person's disability.
 - (ii) remove height, weight and breed restrictions for assistance/service animals;
 - (iii) remove the requirement to provide a "pet deposit", liability insurance and/or certification of training for assistance/service animals;
- b. Upon adoption of the amended ACOP referenced in Paragraph IV. (F)(1), the HACL shall include the Pet Policy as an Addendum to the Dwelling Lease, referenced in Paragraph IV. (F)(6), above. The HACL will provide the Pet Policy Addendum to each applicant at the time of lease signing; or, to each resident during the annual re-certification.

- c. Upon adoption of the amended ACOP referenced in Paragraph IV. (F)(1), the HACL will post the amended Pet Policy at all developments and the HACL's Administrative Offices.

8. **Reporting Requirements:**

- a. HACL shall develop and submit to HUD Quarterly Reports that track the implementation of the provisions of its amended ACOP, as referenced in Paragraph IV. (F)(1) above, and the policies and procedures revised pursuant to Paragraphs IV. (F)(1)-(7) of this Agreement, as follows:
 - (i) **Transfer/Occupancy Policies and Dwelling Lease:** Data showing: (1) each transfer of residents without disabilities out of accessible units; (2) each transfer of applicants and residents with disabilities into accessible units; (3) the occupancy of accessible units by residents with disabilities; (4) the number of persons on HACL's waiting list who require accessible units; and (5) the total number of accessible units specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.
 - (ii) **Reasonable Accommodation Policy:** A narrative description of each reasonable accommodation request and/or inquiry, including: (1) date and time of the request or inquiry; (2) nature of the request or inquiry; (3) action taken on the accommodation request(s) or inquiry; (4) if the request was rejected or changes made in the requested accommodation(s); and (5) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for either remaining in the current unit during modification(s) or transferring to an alternate, accessible unit.

G. **EMPLOYEE EDUCATION**

1. **General:**

- a. HACL shall train its current and new employees, including contract employees and the HACL's Hearings Officer, who have contact with applicants and/or residents or whose job duties include tasks related to HACL compliance with this Agreement, Section 504, the ADA, Title VI, the Fair Housing Act and the Architectural Barriers Act, (including their respective implementing regulations and the accessibility standards applicable to each regulation). The training will also include sensitivity training related to Section 504, the ADA, the Fair Housing Act and Title VI;
- b. Within one hundred twenty (120) days from effective date of this Agreement, HACL shall develop an educational program with a written curriculum, objectives and training schedule for HUD's review and approval;
- c. The educational program will include: (i) a comprehensive description of the required training, including a sensitivity training component(s); (ii) a curriculum that is a minimum of eight (8) hours in length; (iii) the proposed schedule for the training sessions; and (iv) the name, resume and/or curriculum vitae of each proposed trainer;
- d. HACL shall develop the educational programs, written curriculum, and training materials and conduct training sessions with the assistance of, or in consultation with, persons with expertise in training and addressing the needs of persons with disabilities. The proposed trainers may include fair housing specialists/contractors, private fair housing agency staff and/or disability rights advocates with expertise in training and addressing the needs of

persons with disabilities. The trainers will also include HACL professional and management staff to address the procedural and operational aspects of this Agreement. The HACL shall videotape the initial training conducted for current employees as referenced in Paragraph IV. (G)(2), below, for subsequent training of new employees;

- e. Within thirty (30) days of receipt, HUD will provide its approval, or comments to HACL's proposed educational plan;
- f. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.

2. **Current Employees**

- a. The HACL will provide the HUD-approved educational program to HACL employees including, but not limited to, principal and administrative staff, housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearings officers and other employees or contract employees, including the HACL's Hearings Officer, involved with applicants, resident services, residents or members of the public. The training will provide notice of HACL's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, Title VI, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations and the accessibility standards applicable to each regulation;
- b. Within ninety (90) days of receipt of HUD's approval of the educational program, HACL shall complete all training for the current HACL employees;
- c. HACL will invite HACL's Board of Commissioners and the Residents' Council to participate in the training.

3. **New Employees**

- a. Within sixty (60) days of each new employee's entry date of service, HACL shall provide the videotaped HUD-approved educational program, referenced in Paragraph IV.(G)(1)(d), above, in conjunction with on-site, in-person HACL employees who shall supplement the videotaped training with interactive training for new employees, including role-playing scenarios;
- b. The training will inform the new employees of HACL's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, Title VI, the Architectural Barriers Act, and their respective implementing regulations as well as the accessibility requirements of each regulation.

4. **Additional Training**

- a. For the duration of this Agreement, in addition to the training for current and new employees referenced in Paragraphs IV. (G)(2) and (3), above, the HACL shall provide annual, refresher training to the HACL's Admissions Staff, Occupancy Staff, Resident Managers and Maintenance Staff. The annual, three (3) hour refresher training will reiterate the HACL's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, Title VI, and their respective implementing regulations.

5. **Reporting**

- a. The HACL shall submit Quarterly Reports to HUD that include a summary of progress towards developing the training programs and the dates the training were conducted. For each date, the HACL shall indicate the number of persons trained and the general subject matter of the training.

H. **PUBLICATION AND NOTICE**

1. **Alternate Formats:**

- a. HACL will provide all notices, correspondence and/or communications, disseminated pursuant to this Amended Agreement in an alternate format upon request. *See* 24 C.F.R. § 8.6.

2. **Employee Notification - Terms of the VCA:**

- a. Within thirty (30) days of the effective date of this Agreement, the HACL shall distribute a letter describing the terms of the VCA to all current HACL employees. The letter will provide: (1) a summary of the general provisions of this Agreement; and (2) the policy and operational changes that HACL will be making to implement this Agreement.
- b. Within ten (10) days of the entry date of each new HACL employee, HACL shall provide the new employee a copy of the letter referenced in Paragraph IV. (H)(2)(a) above.
- c. The HACL shall maintain a signed and dated receipt for each current and new HACL employee that verifies that the individual received the letter referenced in Paragraph IV. (H)(2)(a) above. The HACL shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
- d. Within thirty (30) days of the effective date of this Agreement, HACL shall provide a copy of this Agreement to each HACL Department Director, Assistant Department Director, Housing Manager, Assistant Housing Manager, Asset Manager, Resident Services employees, as well as all Executive Staff and the Section 504/ADA Coordinator.
- e. Within thirty (30) days of the effective date of this Agreement, the HACL shall provide a copy of this Agreement to each duly elected Resident's Council or resident organization leader.

3. **Employee Notification - Admissions, Occupancy and Transfer Policies:**

- a. In conjunction with the Employee Training referenced in Paragraph IV. (G), above, the VCA Administrator shall distribute to amended ACOP, referenced in Paragraph IV. (F)(1) to all current HACL employees and information concerning how HACL will implement its new policies concerning admissions, occupancy and transfer procedures for applicants and residents with disabilities. This information shall consist of a copy of these policies as well as a letter explaining how HACL will implement the policies.
- b. Within ten (10) days of the entry date of each new HACL Admissions and Occupancy Employee, DCHA shall provide such employee a copy of the information referenced in Paragraph IV. (H)(3)(a) above.

- c. The HACL shall maintain signed and dated receipts for each HACL Admissions and Occupancy Employee that verifies that the individual received this information. The HACL shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.

4. **Employee Notification – Reasonable Accommodation:**

- a. Within thirty (30) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (F)(1), the Administrator shall distribute a letter to the current HACL employees. The letter will address: (1) the HACL's responsibilities to comply with civil rights laws and regulations set forth in this Agreement; (2) the HACL's responsibility to comply with Title VI, Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodations to persons with disabilities; and, (3) provide a comprehensive explanation of reasonable accommodations.
- b. The HACL shall maintain a signed and dated receipt for each HACL employee and contract employee that verifies that the individual received this letter. The HACL shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
- c. Each new HACL employee will receive a copy of this letter, referenced in Paragraph IV. (H)(4)(a), within ten (10) days of their entry date and will also provide a signed and dated receipt that will be retained in the individual's personnel file for the duration of this Agreement.
- d. Within thirty (30) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (F)(1), above, the HACL shall commence distribution of the revised Policies to each applicant or the applicant's designee at the time of lease signing and to each resident or the resident's designee during the annual re-certification.
- e. Within fifteen (15) days following the completion of the HACL staff training referenced in Paragraphs (G) (1) and (2), the HACL shall disseminate to each head of household or the designee, a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation and Effective Communication Policies. HACL will send the notice by U.S. Postal Service, first class mail.
- f. For the duration of this Agreement, the HACL shall provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation and Effective Communication Policies to each head of household, or the resident's designee, at the time of annual re-certification.

5. **Reasonable Accommodation Letter to Residents:**

- a. Within thirty (30) days of HUD's approval of the amended ACOP, as referenced in Paragraph IV. (F)(1), above, the HACL will provide HUD, for its review and approval, a draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all its residents or the resident's designee. HUD will approve or modify the letter within thirty (30) days of receipt.
- b. Within thirty (30) days of completion of the staff training referenced in Paragraph IV. (G), HACL will send the HUD-approved letter, referenced in Paragraph IV. (H)(5)(a), by U.S. mail, first class, to all heads of households or the resident's designee. The reasonable accommodation letter shall:

- (i) advise residents of their right to request reasonable accommodations, including accessible features, at the HACL's expense consistent with the HACL's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
- (ii) include a list of different types of reasonable accommodations. [For example, reasonable accommodation(s) may include, but are not limited to, an accessible unit for individuals who use wheelchairs; grab bars in the bathroom; accessible door hardware; a roll-in shower; lowered counters in the kitchen; a ramp to the unit; accessible parking space; documentation from the HACL in an alternate format such as Braille, large print and/or audiocassette; effective communication for individuals with hearing disabilities such as a qualified sign language interpreter for public meetings, etc.] The HACL shall offer these tenants the option of remaining in their current unit while the HACL makes accessibility modifications; or, waiting to transfer at HACL's expense, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant;
- (iii) advise residents that if they previously made reasonable accommodations, including accessible features, at their personal expense, that they are entitled to the reimbursement of the funds expended, and that lease provisions prohibiting modifications to their unit do not apply to previously made reasonable accommodations. In addition, the reasonable accommodation letter will request information of reasonable costs incurred in making the modification(s), including supporting documentation, regarding accessibility features that the resident made with their personal funds;
- (iv) provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the HACL's Reasonable Accommodation Policy; and
- (v) provide residents with the name, address, telephone and TTY/TDD numbers of the HACL's Section 504/ADA Administrator. The letter will also request that residents call a dedicated number for the Section 504/ADA Coordinator's Office to discuss their reasonable accommodation requests/inquiries.

I. COMPLAINT NUMBER: 06-05-0029-4

A. During the term of this Agreement, in order to address the findings of non-compliance identified in the Department's preliminary Letter of Findings for complaint number 06-05-0029-04, dated May 16, 2006, the HACL will take the following actions if the identified Complainant applies for HACL's low-income public housing program and/or requests that the HACL reinstate the Complainant on the HACL's low-income public housing waiting list:

- 1. Pursuant to the Complainant's application and/or request to the HACL to be reinstated on the HACL's low-income public housing waiting list, the HACL shall place the Complainant on the HACL waiting list according to the date and time of the Complainant's original application. Pursuant to the Complainant's application or request for reinstatement, the HACL will implement their HUD-approved admissions and occupancy procedures according to the HUD-approved HACL ACOP, including the provision of reasonable accommodation(s) during the application and/or during the Complainant's residency, if applicable.

V. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, HACL shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance and the manner in which each application is resolved.
- B. During the term of this Agreement, HACL shall maintain all HACL resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to HACL's implementation of the Section 504, ADA, and Title VI requirements of this Agreement.
- C. During the term of this Agreement, HACL shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement: (1) UFAS-Accessible Unit Plan; (2) Non-Housing Program Accessibility Plan; (3) Main Administrative Office Accessibility Plan; (4) Revised Policies; (5) Employee Notification; and (6) Employee Education.
- D. During the term of this Agreement, HACL shall maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, including grievance process materials.
- E. Beginning one (1) year after the effective date of this Agreement, HACL shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, HACL also will make these records available for inspection to appropriate Department employees.

VI. REPORTING AND COMPLIANCE REQUIREMENTS

- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a federal holiday, the report will be due the first business day after the weekend or holiday.
- B. For the purpose of this Agreement, the reporting materials must be mailed to the following:
 - (1) Bryan Greene, Deputy Assistant Secretary for Enforcement and Programs
U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451-Seventh St. S.W., Room 5204
Washington, D.C. 20410

With a complete copy to:

- (2) Hope File, Director, Office of Systemic Investigations
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
801 Cherry Street, P.O, Suite 2410
Fort Worth, Texas 76113-2905

C. Within thirty (30) days of the effective date of this Agreement, HACL shall:

- (1) appoint an Acting Voluntary Compliance Agreement Administrator (VCA Administrator) and provide HUD with the name of the individual designated to serve as the Acting VCA Administrator. *See* Paragraph IV. (A)(1);
- (2) submit a proposed, revised Dwelling Lease requiring that residents without a disability occupying a UFAS-accessible unit to relocate to a vacant, non-accessible unit, at HACL's expense, within thirty (30) days of notice by HACL that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. **HUD will provide its approval, or comments, within fourteen (14) days of receipt.** *See* Paragraph IV. (F)(6)(a).
- (3) distribute a letter describing the terms of the VCA to all current HACL employees. The letter will provide: (1) a summary of the general provisions of this Agreement; and (2) the policy and operational changes that HACL will be making to implement this Agreement. *See* Paragraph IV. (H)(1)(e).
- (4) provide a copy of this Agreement to each HACL Department Director, Assistant Department Director, Housing Manager, Assistant Housing Manager, Asset Manager, Resident Services employees, as well as all Executive Staff and the Section 504/ADA Coordinator. *See* Paragraph IV. (H)(2)(d).
- (5) provide a copy of this Agreement to each duly elected Resident's Council or resident organization leader. *See* Paragraph IV. (H)(2)(a).

D. Within sixty (60) days of the effective date of this Agreement, HACL shall:

- (1) submit for HUD review and approval proposed modifications to its Low Income Public Housing (LIPH) Program Waiting List to adopt a single LIPH waiting list that will combine all existing LIPH Waiting Lists into one (1) waiting list organized according to time and date of application and preference(s). **HUD shall** provide its approval, or comments, **within thirty (30) days of receipt.** *See* Paragraph IV. (B)(1).
- (2) submit for HUD review and approval a revised Administrative Plan consistent with 24 C.F.R. § 982.54(d). **HUD shall** provide its approval, or comments, **within forty-five (45) days of receipt.** *See* Paragraph IV. (B)(2)(a).
- (3) submit to HUD for review and approval an amended application that: (i) asks applicants with disabilities to specify whether they need a unit with accessible features; and (ii) asks applicants with disabilities to specify if they require reasonable accommodation(s) during the application process and/or in their housing. **HUD will approve, or provide comments, on the amended application within thirty (30) days of receipt.** *See* Paragraphs IV. (F)(2)(a) and (b).
- (4) HACL's Section 504/ADA Coordinator will develop and maintain a Transfer List that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended ACOP. The Section 504/ADA Administrator will update and maintain the Transfer List on a monthly basis. The Transfer List will document the following: (i) date and time of each transfer request; (ii) name and address of resident(s); (iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features; (iv) current disposition of transfer request; (v) date of transfer; and (vi) name(s) of resident transferred out of a unit to accommodate a resident's disability per HACL's implementation of the *Dwelling Lease* that requires a resident

without a disability to relocate to a vacant, non-accessible unit at HACL's expense. *See* Paragraph IV. (F)(3)(b).

E. Within ninety (90) days of the effective date of this Agreement, HACL shall:

- (1) hire or appoint a Voluntary Compliance Agreement Administrator (VCA Administrator). *See* Paragraph IV. (A)(2)
- (2) select a qualified individual to serve as HACL's Section 504/ADA Coordinator. Upon selection, HACL shall provide HUD with the name of the individual selected to serve as the Section 504/ADA Coordinator and a copy of the Section 504/ADA Coordinator's resume/curriculum vitae. *See* Paragraph IV. (C)(1)(3).
- (3) submit a proposed, amended Admissions and Continued Occupancy Policy (ACOP) to HUD for its review and approval. **HUD will provide its approval or comments within forty-five (45) days of receipt.** *See* Paragraphs IV. (F)(1)(a) and (c).

F. Within one hundred twenty (120) days of the effective date of this Agreement, HACL shall:

- (1) submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in **Appendix A**. **HUD will provide** HACL with its approval, or comments, **within forty five (45) days of receipt** of both HACL's proposed **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (E)(1). *See* Paragraph IV. (D)(2)(a).
- (2) submit for HUD review and approval the name, qualifications, and experience of an independent third-party organization with whom HACL proposes to contract for the review and certification of the Section 504/ADA modifications made pursuant to this Agreement. **HUD shall provide its approval or comments within thirty (30) days of receipt.** *See* Paragraph IV. (D)(3)(a).
- (3) submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan**. HUD will provide its approval or comments within thirty (30) days of receipt of both the **Non-Housing Program Accessibility Plan** and the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (D)(2), above. *See* Paragraph IV. (E)(1)(a).
- (4) submit, for HUD's review and approval, its **Main Administrative Offices Accessibility Plan** to make HACL's Main Administrative Offices located at 115 Kattie Drive, Lafayette, Louisiana accessible to persons with disabilities and ensures the offices comply with the relevant UFAS and ADA Accessibility Standards. **HUD will provide its approval or comments within thirty (30) days of receipt** of the Main Administrative Offices Accessibility Plan. *See* Paragraph IV. (E)(2)(a).
- (5) develop an educational program with a written curriculum, objectives and training schedule for HUD's review and approval. **HUD shall provide its approval, or comments, to the proposed educational plan within thirty (30) days of receipt.** *See* Paragraphs IV. (G)(1)(b) and (e).

G. Within fifteen (15) days of the completion of the HACL staff training referenced in Paragraph IV. (G)(1) and (2), HACL shall:

- (1) disseminate to each head of household or the designee, a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation and Effective

Communication Policies. HACL will send this notice by U.S. Postal service, first class mail. *See* Paragraph IV. (H)(4)(e).

H. Within thirty (30) days of all completed modifications at HACL’s Main Administrative Offices, HACL will:

(1) provide certification, through the HUD-approved independent third-party organization, as referenced in Paragraph IV. (D)(3), that HACL’s Administrative Offices comply with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards. *See* Paragraph IV. (E)(2)(g).

I. Within thirty (30) days of HUD’s approval of the amended Admissions and Continued Occupancy Policy (ACOP), referenced in Paragraph IV. (F)(1), HACL shall submit:

(1) the amended Admissions & Continued Occupancy Policy (ACOP) to the HACL Board to be submitted for public comment pursuant to 24 C.F.R. Part 960. *See* Paragraph IV. (F)(1)(d).

(2) to HUD, for its review and approval, a draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all its residents or the resident’s designee. **HUD will approve or modify the letter within thirty (30) days of receipt.** *See* Paragraph IV. (H)(5)(a).

J. Within thirty (30) days of the close of the public comment period, the Board shall:

(1) approve and HACL will fully adopt and implement the amended ACOP. *See* Paragraph IV. (F)(1)(e).

K. Within thirty (30) days following the Board’s approval of the amended ACOP, referenced in Paragraph IV. (F)(1), HACL shall:

(1) disseminate the Effective Communication Policy to HACL Employees. *See* Paragraph IV. (F)(5)(a).

(2) post a Notice of Effective Communication, including the name and contact information (including TDD/TTY number) of HACL’s designated Section 504/ADA Administrator in prominent locations where applications are accepted, in on-site management offices, and in HACL offices where applicants, residents and members of the public transact business with HACL. HACL will also provide a notice on written correspondence, including notices of public meetings/hearings, advising persons with disabilities of HACL’s Effective Communication Policy. *See* Paragraph IV. (F)(5)(b).

(3) the VCA Administrator shall distribute a letter to the current HACL employees. The letter will address: (1) the HACL’s responsibilities to comply with civil rights laws and regulations set forth in this Agreement; (2) the HACL’s responsibility to comply with Title VI, Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodations to persons with disabilities; and, (3) provide a comprehensive explanation of reasonable accommodations. *See* Paragraph IV. (H)(4)(a).

(4) commence distribution of the revised Policies to each applicant or the applicant’s designee at the time of lease signing and to each resident or the resident’s designee during the annual re-certification. *See* Paragraph IV. (H)(4)(d).

L. Within thirty (30) days of HUD's approval of the amended *Dwelling Lease* referenced in Paragraph IV. (F)(6)(a), above, the HACL shall:

(1) utilize the amended *Dwelling Lease* in the leasing or lease renewal of all dwelling units. *See* Paragraph IV. (F)(6)(c).

M. Within thirty (30) days of completion of the staff training referenced in Paragraph IV. (G), HACL will:

(1) send the HUD-approved letter, referenced in Paragraph IV. (H)(5)(a), by U.S. mail, first class, to all heads of households or the resident's designee. The reasonable accommodation letter shall:

- (i) advise residents of their right to request reasonable accommodations, including accessible features, at the HACL's expense consistent with the HACL's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
- (ii) include a list of different types of reasonable accommodations. [For example, reasonable accommodation(s) may include, but are not limited to, an accessible unit for individuals who use wheelchairs; grab bars in the bathroom; accessible door hardware; a roll-in shower; lowered counters in the kitchen; a ramp to the unit; accessible parking space; documentation from the HACL in an alternate format such as Braille, large print and/or audiocassette; effective communication for individuals with hearing disabilities such as a qualified sign language interpreter for public meetings, etc.] The HACL shall offer these tenants the option of remaining in their current unit while the HACL makes accessibility modifications; or, waiting to transfer at HACL's expense, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant;
- (iii) advise residents that if they previously made reasonable accommodations, including accessible features, at their personal expense, that they are entitled to the reimbursement of the funds expended, and that lease provisions prohibiting modifications to their unit do not apply to previously made reasonable accommodations. In addition, the reasonable accommodation letter will request information of reasonable costs incurred in making the modification(s), including supporting documentation, regarding accessibility features that the resident made with their personal funds;
- (iv) provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the HACL's Reasonable Accommodation Policy; and
- (v) provide residents with the name, address, telephone and TTY/TDD numbers of the HACL's Section 504/ADA Administrator. The letter will also request that residents call a dedicated number for the Section 504/ADA Coordinator's Office to discuss their reasonable accommodation requests/inquiries. *See* Paragraph IV. (H)(5)(b).

N. Within sixty (60) days following HUD's approval of the UFAS-Accessible Unit Plan referenced in Paragraph IV. (D)(2)(a), HACL shall:

(1) commence construction or conversion of the twenty-nine (29) UFAS-Accessible Units. *See* Paragraph IV. (D)(1)(b).

O. Within sixty (60) days of each new employee's entry date of service, HACH shall:

(1) provide the videotaped HUD-approved educational program, referenced in Paragraph IV. (G)(1)(d), in conjunction with on-site, in-person HACL employees who shall supplement the videotaped training with interactive training for new employees, including role-playing scenarios. *See* Paragraph IV. (G)(3)(a).

P. Within ninety (90) days of HACL's completion of each of the UFAS Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (D)(2) above, HACL shall:

(1) provide written certification through the HUD-approved independent third-party organization, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS and, where applicable, ADA Accessibility Standards and the Fair Housing Act. HACL will submit this documentation to HUD as part of its Quarterly Report. *See* Paragraph IV. (D)(3)(c).

Q. Within ninety (90) days of receipt of HUD's approval of the educational program referenced in Paragraph IV. (G)(1), HACH shall:

(1) complete all training for the current HACL employees. *See* Paragraph IV. (G)(2)(b).

R. Upon the adoption of the amended Admissions and Continued Occupancy Policy (ACOP) referenced in Paragraph IV. (F)(1), HACL shall:

(1) implement the Reasonable Accommodation Policy, attached as **Appendix B**, and HACL's Section 504/ADA Administrator will centralize HACL's reasonable accommodation process for applicants, residents, and members of the public who participate in HACL programs. *See* Paragraph IV. (F)(4)(a).

(2) commence the implementation of the Effective Communication Policy, attached as **Appendix C**. *See* Paragraph IV. (F)(5)(a).

(3) include the Pet Policy as an Addendum to the Dwelling Lease, referenced in Paragraph IV. (F)(6), above. The HACL will provide the Pet Policy Addendum to each applicant at the time of lease signing; or, to each resident during the annual re-certification. *See* Paragraph IV. (F)(7)(b).

(4) post the amended Pet Policy at all developments and the HACL's Administrative Offices. *See* Paragraph IV. (F)(7)(c).

S. Upon the implementation of the Reasonable Accommodation Policy, attached as Appendix B, and the reasonable accommodation provisions of the amended ACOP:

(1) **HACL shall** develop and maintain a **Reasonable Accommodation Log** that documents each reasonable accommodation request. The **Reasonable Accommodation Log** will include documentation regarding: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and (v) documentation reflecting the disposition of the requests, including implementation date(s). *See* Paragraph IV. (F)(4)(b).

(2) **each HACL on-site property manager** will maintain a Reasonable Accommodation Log for each reasonable accommodation request received. The Reasonable Accommodation Log will include: (i) the date and time the reasonable accommodation request was received; and (ii) the date

and time the site manager referred the request to HACL's Section 504/ADA Administrator for processing and disposition. *See* Paragraph IV. (F)(4)(c).

T. In conjunction with the Employee Training referenced in Paragraph IV. (G), above, the VCA Administrator shall:

(1) distribute the amended ACOP, referenced in Paragraph IV. (F)(1) to all current HACL employees and information concerning how HACL will implement its new policies concerning admissions, occupancy and transfer procedures for applicants and residents with disabilities. This information shall consist of a copy of these policies as well as a letter explaining how HACL will implement the policies. *See* Paragraph IV. (H)(3)(a).

U. During the first year after the effective date of this Agreement,

(1) HUD and HACL will meet quarterly to discuss HACL's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with HACL's Executive Director, Voluntary Compliance Agreement Administrator, Section 504/ADA Administrator and/or other appropriate HACL personnel, with notice to the Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement. *See* Paragraph VII. (A).

V. Beginning one (1) year after the effective date of this Agreement, HACL shall

(1) provide an annual report on the disposition of claims, requests and grievances. Upon request, HACL also will make these records available for inspection to appropriate Department employees. *See* Paragraph V. (E).

W. Within four (4) years of the effective date of this Agreement, HACL shall demonstrate the completion of the construction or conversion of twenty-nine (29) UFAS-Accessible Units, as described in Paragraph IV. (D)(1), as follows:

- (i) seven (7) units described in Paragraph IV. (D)(1), no later than one (1) year from the effective date of the Agreement;
 - (ii) an additional seven (7) units described in Paragraph IV. (D)(1) no later than two (2) years from the effective date of the Agreement;
 - (iii) an additional seven (7) units described in Paragraph IV. (D)(1) no later than three (3) years from the effective date of the Agreement; and
 - (iv) an additional eight (8) units described in Paragraph IV. (D)(1) no later than four (4) years from the effective date of the Agreement.
- See* Paragraphs IV. (D)(1)(c) and (d).

X. Quarterly Reports:

Upon the effective date of this Agreement and for the duration of this Agreement, the HACL shall submit quarterly reports to HUD. For purposes of this Agreement, the first Quarterly Report will be due on October 1, 2006 and will cover activity from the effective date of this Agreement to September 30, 2006. Thereafter, the reports will be due at quarterly intervals (October 1, 2006, January 1, 2007, April 1, 2007, July 1, 2007, October 1, 2007, etc.) For purposes of this Agreement, each Quarterly Report will cover the time period of the quarter ending on the last day of the month before the end of the quarter. [For example, if the Quarterly Report is due on October 1, 2006, the Quarterly Report will cover the period from July 1, 2006 through September 30, 2006.]

Beginning on October 1, 2006 and at quarterly intervals, the HACL shall:

(1) provide Quarterly Reports that track the implementation of its HUD-approved waiting list, referenced in Paragraph IV. (B)(1). The LIPH Waiting List Reports will include the following:

1. applicant's race, ethnicity, familial/elderly status and disability status, if applicable;
2. date of application;
3. date applicant placed on waiting list;
4. applicant preference(s), if applicable, and how preference(s) verified;
5. date and time of unit offer;
6. number and location of unit offered;
7. date of unit acceptance/refusal;
8. date of move-in;
9. date of eviction, if applicable;
10. reason for move, if known; and
11. date applicant removed from waiting list and justification(s) for removal. *See* Paragraph IV. (B)(1)(b)

(2) develop and submit Quarterly Reports that track the maintenance of its Section 8/Housing Choice Voucher Waiting List(s). The Section 8/Housing Choice Voucher Program Waiting List Reports will include the following: 1. applicant's race, ethnicity, familial/elderly status and disability status, if applicable; 2. date of application; 3. date applicant placed on waiting list; 4. applicant preference(s), if applicable and how preference(s) verified; 5. date and time of voucher offer; 6. date of lease; 7. date of eviction, if applicable; and 8. date applicant removed from waiting list and justification(s) for removal. *See* Paragraph IV. (B)(2)(b).

(3) **within ninety (90) days of HACL's completion of each of the UFAS-Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan**, as referenced in Paragraph IV. (D)(2), above, HACL shall provide written certification through the HUD-approved independent third-party organization, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS and, where applicable, ADA Accessibility Standards and the Fair Housing Act. HACL will submit this documentation to HUD as part of its Quarterly Report. *See* Paragraph IV. (D)(3)(c).

(4) provide Quarterly Reports to document the production of UFAS-Accessible Units. The Quarterly Reports will provide the following information: (1) the number of UFAS-Accessible Units for which funds have been reserved; (2) the physical work that has been undertaken by development name and complete unit address; and (3) the physical work that has been completed by development name and complete unit address. The Quarterly Report will also provide, for each completed unit, an independent verification of UFAS compliance by development and bedroom size. The Quarterly Report will include unit counts for the given reporting period and cumulatively from the effective date of this Agreement. HACL will also provide a narrative to describe any delays encountered or anticipated in meeting the interim timeframes and benchmarks identified in the HUD approved UFAS Accessible Unit Plan, referenced in Paragraph IV. (D)(2). *See* Paragraphs IV. (D)(3)(4)(a) and (b).

(5) develop and submit Quarterly Reports that track the implementation of the provisions of its amended ACOP, as referenced in Paragraph IV. (F)(1) above, and the policies and procedures revised pursuant to Paragraphs IV. (F)(1)-(7) of this Agreement, as follows:

- (i) **Transfer/Occupancy Policies and Dwelling Lease**: Data showing: (1) each transfer of residents without disabilities out of accessible units; (2) each transfer of applicants and residents with disabilities into accessible units; (3) the occupancy of accessible units by residents with disabilities; (4) the number of persons on HACL's waiting list

who require accessible units; and (5) the total number of accessible units specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.

- (ii) **Reasonable Accommodation Policy:** A narrative description of each reasonable accommodation request and/or inquiry, including: (1) date and time of the request or inquiry; (2) nature of the request or inquiry; (3) action taken on the accommodation request(s) or inquiry; (4) if the request was rejected or changes made in the requested accommodation(s); and (5) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for either remaining in the current unit during modification(s) or transferring to an alternate, accessible unit. *See Paragraph IV. (F)(8).*

(6) submit Quarterly Reports that include a summary of progress towards developing the training programs and the dates the training were conducted. For each date, the HACL shall indicate the number of persons trained and the general subject matter of the training. *See Paragraph IV. (G)(5)(a).*

Y. For the duration of this Agreement, HACL shall:

(1) **Within fourteen (14) days of the resignation or termination of the VCA Administrator,** designate an Acting VCA Administrator. *See Paragraph IV. (A)(6);*

(2) **Within fourteen (14) days of the resignation or termination of the Section 504/ADA Coordinator,** designate an Acting Section 504/ADA Coordinator. Upon designation, HACL shall provide HUD with the name and resume and/or curriculum vitae of the individual selected to serve as the Acting Section 504/ADA Coordinator. *See Paragraph IV. (C)(4)(a).*

(3) **Within sixty (60) days of the resignation or termination of the VCA Administrator,** select a new VCA Administrator. *See Paragraph IV. (A)(7).*

(4) **Within sixty (60) days of the resignation or termination of the Section 504/ADA Coordinator,** secure the services of a new, qualified Section 504/ADA Coordinator. HACL shall provide written notice of the selection of the new Section 504/ADA Coordinator and provide the Department with a copy of the Section 504/ADA Coordinator's resume and/or curriculum vitae. *See Paragraph IV. (C)(4)(b).*

(5) If, at any time, HACL has cause to believe that it will not be able to meet the annual production rates for a particular year as outlined in Paragraph IV (D)(1)(d), above, HACL shall notify HUD of the reasons and provide supporting documentation including proposed production schedules for the remaining term of the Agreement. HUD will review the notification and documentation. *See Paragraph IV. (D)(1)(f).*

(6) **Until completion of all modifications to HACL's Main Administrative Offices,** HACL shall make reasonable accommodations to persons with disabilities to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in HACL's Main Administrative Offices. *See Paragraph IV. (E)(2)(b).*

(7) **No later than two (2) business days after a site manager has received a request for reasonable accommodation(s),** the site manager shall forward the reasonable accommodation request(s) to HACL's Section 504/ADA Administrator for review, processing and disposition. *See Paragraph IV. (F)(4)(d).*

- (8) The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement. *See* Paragraph IV. (G)(1)(f).
- (9) in addition to the training for current and new employees referenced in Paragraphs IV. (G)(2) and (3), above, the HACL shall provide annual, refresher training to the HACL's Admissions Staff, Occupancy Staff, Resident Managers and Maintenance Staff. The annual, three (3) hour refresher training will reiterate the HACL's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, Title VI, and their respective implementing regulations. *See* Paragraph IV. (G)(4).
- (10) **within ten (10) days of the entry date for each new HACL employee**, HACL shall provide the new employee a copy of the letter referenced in Paragraph IV. (H)(2)(a). *See* Paragraph IV. (H)(2)(b).
- (11) maintain a signed and dated receipt for each current and new HACL employee that verifies that the individual received the letter referenced in Paragraph IV. (H)(2)(a) above. The HACL shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (H)(2)(c).
- (12) **within ten (10) days of the entry date of each new HACL Admissions and Occupancy Employee**, DCHA shall provide such employee a copy of the information referenced in Paragraph IV. (H)(3)(a) above. *See* Paragraph IV. (H)(3)(b).
- (13) maintain signed and dated receipts for each HACL Admissions and Occupancy Employee that verifies that the individual received this information. The HACL shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (H)(3)(c).
- (14) maintain a signed and dated receipt for each HACL employee and contract employee that verifies that the individual received this letter. The HACL shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (H)(4)(b).
- (15) **within ten (10) days of their entry date**, ensure that each new HACL employee will receive a copy of this letter, referenced in Paragraph IV. (H)(4)(a), and will also provide a signed and dated receipt that will be retained in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (H)(4)(c).
- (16) provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation and Effective Communication Policies to each head of household, or the resident's designee, at the time of annual re-certification. *See* Paragraph IV. (H)(4)(f).
- (17) maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance and the manner in which each application is resolved. *See* Paragraph V. (A).
- (18) maintain all HACL resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to HACL's implementation of the Section 504, ADA, and Title VI requirements of this Agreement. *See* Paragraph V. (B).

(19) maintain files containing documentation of its efforts to meet the following obligations of this Agreement: (1) UFAS-Accessible Unit Plan; (2) Non-Housing Program Accessibility Plan; (3) Main Administrative Office Accessibility Plan; (4) Revised Policies; (5) Employee Notification; and (6) Employee Education. *See* Paragraph V. (C).

(20) maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, including grievance process materials. *See* Paragraph V. (D).

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor HACL's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and HACL will meet quarterly to discuss HACL's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with HACL's Executive Director, Voluntary Compliance Agreement Administrator, Section 504/ADA Administrator and/or other appropriate HACL personnel, with notice to the Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that HACL fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.
- C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of HACL under this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide HACL with a written statement specifying the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance or, in the alternative, an opportunity to negotiate in good faith concerning HUD's findings of non-compliance.
- B. If the Department determines that HACL has not satisfactorily resolved the findings of non-compliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.
 - 1. Any act(s) or omission(s) by an HACL employee who violates the terms of this Agreement may serve as grounds for HUD's imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
 - 2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) with respect to some or all of HACL's functions.

3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's withholding some or all of HACL's Capital Fund Program funding. 24 C.F.R. § 968.335.
 4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny HACL high performer status. 24 C.F.R. § 901.115(e).
 5. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
 6. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
 7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.
- C. The acts set forth in this Section VIII. are not mutually exclusive and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

IX. SIGNATURES

Housing Authority of the City of Lafayette:

Walter Guillory

Date

Housing Authority of the City of Lafayette:

Board Chairperson

Date

For the U.S. Department of Housing and Urban Development:

Bryan Greene
Deputy Assistant Secretary for
Enforcement and Programs
Office of Fair Housing and
Equal Opportunity

Date

Milan M. Ozdinec
Deputy Assistant Secretary for
Office of Public Housing and
Voucher Programs

Date

Hope File
Director, Office of Systemic Investigations
Office of Fair Housing and
Equal Opportunity – Fort Worth

Date