

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 ATLANTA, GEORGIA

THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA

VOLUNTARY COMPLIANCE AGREEMENT

INDEX

	<u>Page</u>
I. Introduction.....	5
II. Definitions.....	6
III. General Provisions	8
IV. Specific Provisions.....	10
A. Voluntary Compliance Agreement (VCA) Administrator.....	10
B. Section 504/ADA Coordinator	11
C. Needs Assessment.....	12
D. Housing Programs.....	14
1. Provision of UFAS-Accessible Units	14
2. UFAS-Accessible Unit Plan	17
3. Third-Party Certification of UFAS-Accessible Units.....	19
4. Status Reports on UFAS-Accessible Unit Production.....	19
E. Non-Housing Programs	20
1. Non-Housing Program Accessibility Plan	20
2. Main Administrative Offices Accessibility Plan	22
F. Policies and Procedures	23
1. Amendments to the Statement of Corporate Policies Governing the Leasing and Residency of Assisted Apartments (SCP).....	23
2. Occupancy and Transfer Policy – <i>Affordable Developments and Signature Communities:</i>	23
3. Application.....	27
4. Reasonable Accommodation	27
5. Effective Communication	28
6. Pet Policy	29
7. Lease/Lease Addendum	29
8. Grievance Procedures	30
9. Policy and Procedure Review of Signature Communities and Private Management Companies.....	30
10. Reporting Requirements:	31
G. Occupancy, Transfer and Waiting List Review and Remediation Plans	32
1. General.....	32
2. Transfer and Waiting List Reviews – <i>Affordable and Signature:</i>	32
3. Transfer Review – <i>Affordable and Signature:</i>	32
4. Waiting List Review – <i>Affordable and Signature:</i>	33
5. Occupancy Reviews – <i>Affordable and Signature:</i>	33
6. Remediation Plans to Address the Needs of Applicants and Residents who Require UFAS-Accessible Units	34
7. Occupancy Remediation Plan:	36
H. Publication and Notice.....	36
1. Alternate Formats:	36
2. Notice to Staff.....	36

3.	Employee Notification-Terms of the VCA.....	37
4.	Employee Notification - Reasonable Accommodation, Transfer, Assistance Animal and Effective Communication Policies.....	37
5.	Reasonable Accommodation, Transfer, Assistance Animal and Effective Communication Policies: Resident and Applicant Notification	38
6.	Reasonable Accommodation Notice to Residents in AHA-owned <i>Affordable Properties</i> :.....	38
7.	Reasonable Accommodation Notice to Residents in <i>Signature Communities</i> : 40	
I.	Employee Education and Training.....	41
1.	General:.....	41
2.	Current Employees:	42
3.	New Employees:	42
4.	Additional Training:.....	42
V.	Reporting and Compliance Requirements	43
VI.	Record Keeping Requirements	53
VII.	Implementation, Monitoring, and Enforcement.....	54
VIII.	Effect of Non-Compliance with This Agreement.....	55
IX.	Signatures.....	56

THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA

VOLUNTARY COMPLIANCE AGREEMENT

LIST OF APPENDICES

<u>Appendix</u>	<u>Description</u>
A	AHA List of Properties (Total Housing Units)

**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 ATLANTA, GEORGIA

I. INTRODUCTION

The Housing Authority of the City of Atlanta, Georgia (AHA or the Authority) owns, operates, or controls a public housing program consisting of housing and non-housing programs that includes, but is not limited to, common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, and community programs. *See* AHA's List of Properties, attached as **Appendix A**. AHA 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 AHA'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, Public Housing Drug Elimination Program (PHDEP), and the HOPE VI revitalization grants).

AHA 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 1968⁴, 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 AHA's Moving to Work (MTW) Agreement with HUD.

During the week of February 6-10, 2006, the Department conducted an on-site review of AHA's compliance with Section 504 and Title II of the ADA. The Department's February 2006 compliance review focused primarily on AHA's Low Income Public Housing (LIPH) program.⁶ The review included an examination of AHA's LIPH application and resident files, waiting lists,

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. §§ 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602.

⁶ The Department's on-site accessibility reviews of family and elderly LIPH developments included HOPE VI and mixed finance new construction.

reasonable accommodation requests, transfer requests and maintenance records. In addition, the Department selected and reviewed a sample of fifteen (15) public housing developments and conducted physical surveys of twelve (12) dwelling units, including the designated accessible routes and access to common areas associated with those units that AHA had designated as “UFAS accessible.” Finally, the Department conducted interviews with AHA staff and residents.

AHA agrees to enter into this Voluntary Compliance Agreement (“Agreement” or “VCA”) in order to address the issues raised in the Department’s on-site review, and in order to comply with its responsibilities under Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.

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 be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3 and 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 – AHA’s Main Administrative Office located at 230 John Wesley Dobbs Avenue, Atlanta, Georgia.

Affordable Properties/Developments – AHA-owned public housing units that receive a public housing subsidy from HUD.

AHA – The Housing Authority of the City of Atlanta, Georgia, a public body, corporate and politic, organized under the Housing Authorities Law of the State of Georgia, its officers, directors, agents (including contract employees), employees and successors or assigns.

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 AHA’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.

Certification – A professional third-party architectural and/or engineering firm may provide certification by issuing a written professional opinion to AHA in order to provide HUD adequate assurances of compliance with UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act and satisfy the terms of this Agreement.

Development – The whole of one or more AHA-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/Housing Unit/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 the Department notifies AHA of the last signature in Section IX.

Non-Housing Programs - All or any AHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances (e.g., buses, shuttles and vans), 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, AHA on-site 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 AHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in AHA'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.

Signature Communities – Mixed income, mixed finance communities that are owned by public/private partnerships formed between an AHA affiliate and AHA's procured private sector development partners, that include public housing units that receive Federal assistance from the Department and other housing units that do not receive a public housing subsidy from the Department.

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 AHA’s public housing units receiving HUD subsidy as of December 31, 2006 and as reflected in **Appendix A**.

UFAS – The standards for the design, construction or alterations of buildings to ensure that they are readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. § 40. 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 individuals 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 AHA 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 AHA, its agents, successors, and assigns own, control, operate or sponsor. This Agreement also applies to AHA’s public housing units in HOPE VI revitalization projects and mixed finance projects.
- B. The effective date of this Agreement is the date that the Department notifies AHA 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 AHA and HUD. This Agreement shall remain in effect until AHA 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. AHA’s Moving to Work (MTW) Annual Plans must be consistent with the requirements of this Agreement. AHA 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 allocation of sufficient funding) of modifications to housing units; and AHA’s Non-Housing Programs in order to provide accessibility for persons with disabilities. Upon expiration of the MTW Agreement, AHA’s Annual PHA Plan and Five Year PHA Plan shall be consistent with the requirements of this VCA.
- D. This Agreement, including the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, will serve as AHA’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).
- E. 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, 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.

- F. Notwithstanding the terms of this Agreement, HUD and AHA retain their ability to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.
- G. 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 law.
- H. AHA shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with the Georgia Open Records Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- I. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding AHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- J. To the extent that HUD and AHA believe that future HUD guidance in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding AHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this Agreement, this Agreement may be amended to reflect those changes.
- K. 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 Federal or State civil rights statutes.
- L. This Agreement does not affect any requirements for AHA to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
- M. 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.
- N. AHA shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- O. This Agreement and the requirements herein are controlling in the event that a court orders AHA to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement and HUD is not a party to the litigation.
- P. The *Affordable Properties* are AHA-owned and privately managed by *Private Management Companies* (PMCOs). The *PMCO* employees who act on behalf of AHA are representatives of AHA. Therefore, AHA is responsible for ongoing oversight of all *PMCO activities* to ensure compliance with the terms of this Agreement, Section 504, Title II of the ADA and the

Fair Housing Act and AHA is responsible for the failure of any *PMCO agent* to comply with the terms of this Agreement.

- Q. *The Signature Communities* are mixed income, mixed finance communities that serve residents of mixed income levels, including residents whose income exceeds the maximum for public housing eligibility. In addition to public housing development and/or operating funds, *Signature Communities* are developed, acquired or obligated using financial resources outside of the traditional public housing program. *Signature Communities* are operated independently by the principal owners of those communities and the professional private management companies selected by the owners. However, to that extent that *Signature Community* residents are recipients of AHA assistance, AHA is responsible for ensuring the *Signature Communities'* compliance with the terms of this Agreement, Section 504, Title II of the ADA and the Fair Housing Act and AHA is responsible for the failure of any *Signature Community agent* to comply with the terms of this Agreement.
- R. AHA will 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.
- S. AHA agrees to enter into this Agreement in order to comply with its responsibilities under Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act and their respective regulations and to satisfy the issues raised pursuant to the Department's on-site compliance review of AHA's programs, service and activities conducted during the week of February 6, 2006. By entering into this Agreement with the Department, AHA does not admit any wrongdoing or violation of any statute, regulation or Department policy.
- T. The Department will grant reasonable requests for extensions, when necessary, due to the Department's delay in responding and/or approving AHA submissions made pursuant to this Agreement.
- U. AHA will ensure that at least five percent (5%), or a minimum of one (1) unit, whichever is greater, of AHA-assisted units in *Signature Communities* are UFAS-Accessible and available to AHA-assisted applicants and residents who require the accessibility features of a UFAS-Accessible Unit.

IV. SPECIFIC PROVISIONS

A. VOLUNTARY COMPLIANCE AGREEMENT (VCA) ADMINISTRATOR

1. Within sixty (60) days of the effective date of this Agreement, AHA will appoint an Acting VCA Administrator and provide HUD with the name of the individual designated to serve as such.
2. Within one hundred twenty (120) days of the effective date of this Agreement, AHA shall hire or appoint a VCA Administrator.
3. The Acting VCA Administrator and VCA Administrator will report directly to the Chief Executive Officer of AHA concerning matters arising from this Agreement.
4. AHA shall have a VCA Administrator or Acting VCA Administrator for the duration of the VCA.

5. The Acting VCA Administrator or VCA Administrator will be responsible for coordinating all compliance activities under this Agreement, specifically:
 - a. implementation of the provisions of this Agreement;
 - b. coordination of the activities of AHA personnel who will assist the VCA Administrator in implementing this Agreement;
 - c. submission of all reports, records and plans required by this Agreement; and
 - d. coordination of the efforts of the *Signature Communities* and the *PMCO* agents and their responsibilities under the Agreement.
6. AHA shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.
7. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, AHA shall designate an Acting VCA Administrator within thirty (30) days of the resignation or termination of the VCA Administrator. Upon designation, AHA shall provide HUD with the name of the individual selected to serve as the Acting VCA Administrator.
8. Within one hundred twenty (120) days of the termination or resignation of the VCA Administrator, AHA shall select a new VCA Administrator. Upon designation, AHA shall provide HUD with written notice of the new VCA Administrator.

B. SECTION 504/ADA COORDINATOR

1. Pursuant to 24 C.F.R. § 8.53 (a) and 28 C.F.R. § 35.107, AHA shall employ a Section 504/ADA Coordinator to perform the following functions:
 - a. coordinate AHA's compliance with Section 504 and HUD's implementing regulations;
 - b. assume the duties set forth in this Agreement;
 - c. coordinate and oversee AHA's responsibilities to provide reasonable accommodation(s) to AHA-assisted applicants, residents and members of the public, including AHA-assisted applicants and residents in the *Affordable Developments* and in AHA-assisted units in the *Signature Communities*;
 - d. coordinate AHA's compliance with Title II of the ADA; and
 - e. coordinate with AHA's VCA Administrator, as reflected in Paragraph IV. (A), on the implementation of the provisions of this Agreement.
2. The individual fulfilling the role of 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, and/or the Architectural Barriers Act, including the regulations implementing those statutes and applicable accessibility standards.
3. Within sixty (60) days of the effective date of this Agreement, AHA shall hire or appoint an Acting Section 504/ADA Coordinator. Upon designation, AHA shall provide HUD with the name of the Acting Section 504/ADA Coordinator.
4. Within one hundred twenty (120) days of the effective date of this Agreement, AHA shall hire or appoint a qualified Section 504/ADA Coordinator. Upon designation, AHA shall provide HUD with a copy of the Coordinator's resume and/or curriculum vitae.

5. In the event that the Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, AHA shall:
 - a. within thirty (30) days of the Section 504/ADA Coordinator's resignation or termination, designate an Acting Section 504/ADA Coordinator. Upon designation, AHA shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.
 - b. within ninety (90) days of the resignation or termination of the Section 504/ADA Coordinator, AHA shall hire or appoint a new Section 504/ADA Coordinator.
 - c. upon selection of the new Section 504/ADA Coordinator, AHA shall provide HUD with the name of the individual selected to serve as the Section 504/ADA Coordinator and a copy of the Coordinator's resume and/or curriculum vitae.

C. NEEDS ASSESSMENT

1. Pursuant to 24 C.F.R. §§ 8.22(c) and 8.23(b)(2), the Department may prescribe a higher percentage or number than the five percent (5%) UFAS-Accessible Units referenced in 24 C.F.R. §§ 8.22(b) and 8.23(b)(1) and (2), based on a needs assessment conducted by AHA after a careful analysis by AHA and HUD and a demonstration to the reasonable satisfaction of the Department of a need for a higher percentage or number of UFAS-Accessible Units. In assessing the existence of such need, the Department shall take into account the expected needs of income-eligible persons with and without disabilities in the City of Atlanta. *See* 24 C.F.R. § 8.23(b)(2).
2. Within ninety (90) days of the effective date of this Agreement, AHA shall submit its proposal to conduct a Section 504 Needs Assessment pursuant to 24 C.F.R. § 8.25 (c). AHA's Needs Assessment proposal shall include a plan to have an independent review by a thirty-party organization. AHA's proposal will also include the survey and data instruments that AHA plans to use and a description of the actions AHA agrees to take to ensure the objectivity of the Needs Assessment. HUD shall approve, or provide comments, within thirty (30) days after receipt of AHA's Needs Assessment proposal.
3. Within twelve (12) months of the effective date of this Agreement, AHA shall conduct and submit a Section 504 Needs Assessment for the Department's review.
4. Within twenty-one (21) days of AHA's submission of the completed Needs Assessment, HUD will meet with AHA if HUD determines an increased need for UFAS-Accessible Units that is necessary to meet the needs and preferences of AHA-assisted residents, AHA-assisted applicants and income-eligible persons with disabilities who require UFAS-Accessible Units. AHA shall submit its written response to HUD's analysis within fourteen (14) days of the meeting. The Department shall approve, or provide comments on, the proposed Section 504 Needs Assessment within forty-five (45) days of receipt of the Needs Assessment.
5. The Needs Assessment shall assess the needs of current AHA-assisted residents (in *Affordable Developments* and *Signature Communities*), AHA-assisted applicants on the waiting lists for UFAS-Accessible Units in the *Affordable Developments* and *Signature*

Communities, and income-eligible individuals with disabilities in the City of Atlanta pursuant to Paragraph IV. (C)(6).

6. The Needs Assessment must include the following:
 - a. the total number of UFAS-Accessible Units that are required to meet the needs and preferences of its current residents and applicants with mobility disabilities who require UFAS-Accessible Units in *Affordable Developments*;
 - b. the total number of UFAS-Accessible Units that are required to meet the needs and preferences of its current AHA-assisted residents and applicants with mobility disabilities who require UFAS-Accessible Units in *Signature Communities*;
 - c. the definitions and criteria used to determine whether an applicant or resident requires a UFAS-Accessible Unit, including the type of disability (mobility, visual and/or hearing disabilities), and the stated preferences of the applicant or resident;
 - d. the total number and percentage of units that are required to meet the needs of its current AHA-assisted residents with disabilities in the *Affordable Developments* and *Signature Communities*;
 - e. the total number and percentage of units that are required to meet the needs of its current AHA-assisted applicants with disabilities on the *Affordable* and *Signature* waiting lists who require UFAS-Accessible Units;
 - f. the total number and percentage of each type of disability (including, but not limited to, wheelchair users, mobility aid users, visual and hearing disabilities);
 - g. the needs and preferences of income-eligible individuals with disabilities in the City of Atlanta, including a reference to the 2000 Census data and the American Cities Survey;
 - h. a description of actions AHA will take to meet the needs and preferences of income-eligible persons with mobility disabilities who stated a preference to reside in a non-UFAS Accessible Unit in an *Affordable Development* or *Signature Community*; and
 - i. information regarding the individuals with disabilities or organizations representing individuals with disabilities in the community who were consulted in the preparation and review of the Needs Assessment.
7. Within forty-five (45) days of the Department's approval of AHA's Needs Assessment, the Department, in consultation with AHA, shall determine the level of need of AHA residents, applicants and income-eligible individuals in the City of Atlanta and may amend upward the minimum five percent (5%) requirement, as set forth in Paragraph IV. (D)(1)(a), if the Department determines that the needs of AHA-assisted residents, applicants and income-eligible persons with disabilities in the City of Atlanta for UFAS-Accessible Units exceeds five percent (5%). See 24 C.F.R. § 8.25 (c).
8. If the Department prescribes a higher percentage of UFAS-Accessible Units based on the results of the Needs Assessment, AHA shall:

- a. revise the requirements of Paragraphs IV. (D)(1)(a), (c), (d) and (e) to reflect changes to the need determined pursuant to the completion of the HUD-approved Needs Assessment;
 - b. adjust the annual production schedule set forth in Paragraph IV. (D)(1)(e) to reflect AHA's requirement to construct, convert, or certify the adjusted minimum percentage of UFAS-Accessible Units throughout the remaining term of the Agreement; and
 - c. submit a Supplemental UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (D)(2)(a)(ii), below, within forty-five (45) days of the Department's determination of the increased number and percentage of UFAS-Accessible Units.
9. Until the overall need is determined pursuant to Paragraph IV. (C)(7), above, AHA shall construct or modify a minimum of five percent (5%), or **three hundred and ten (310)**, of its Total Housing Units as UFAS-Accessible, as set forth in Appendix A and as referenced in Paragraphs IV. (D)(1)(a), (c), (d) and (e).

D. HOUSING PROGRAMS

1. Provision of UFAS-Accessible Units

- a. Subject to the requirements of the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (D)(2), AHA shall construct, convert or certify a **minimum of five percent (5%), or three hundred ten (310)**, of its **6,181** Total Housing Units as set forth in **Appendix A**.
- b. AHA must submit demolition/disposition applications to the Special Applications Center (SAC) for all housing units scheduled to be demolished, as reflected in **Appendix A** and referenced in AHA's letter to the Department, dated June 23, 2006, no later than June 22, 2007. With the exception of the demolition/application for Bankhead Courts to be submitted to the SAC by October 2008 as referenced in Appendix A, if AHA does not submit the demolition/disposition applications to the SAC by June 22, 2007, or if the SAC does not approve the demolition/disposition applications referenced in the June 23, 2006 letter, the Department will revise AHA's Total Housing Units reflected in Appendix A to include any housing units not submitted or approved by the SAC by June 22, 2007 and adjust the number of UFAS-Accessible Units that the AHA must construct, convert or certify during the remaining term of the Agreement. Upon the revision of the Total Housing Units, the Department will revise the requirements of Paragraphs IV. (D)(1)(a), (c), (d) and (e) to reflect AHA's requirement to construct, convert, or certify, as UFAS-Accessible, the minimum of five percent (5%) of the Total Housing Units as adjusted.
- c. The construction, conversion or certification of these **three hundred and ten (310)** UFAS-Accessible 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), below.
 - (i) Nothing in this Agreement diminishes AHA's obligation to comply with 24 C.F.R. §§ 8.4(b)(1)(i) and (ii), which prohibits recipients from providing housing to qualified individuals with disabilities that is not equal to that afforded others;

or providing housing to qualified individuals with disabilities that is not as effective in affording the individual with an equal opportunity to achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others.

- d. AHA must demonstrate the completion of the construction, conversion, or certification of the **three hundred and ten (310) UFAS-Accessible Units**, as described in Paragraph IV. (D)(1)(a), above, **within four (4) years of the effective date of this Agreement**.
- e. Unless otherwise agreed by HUD pursuant to HUD's approval of AHA's **UFAS-Accessible Unit Plan**, described in Paragraph IV. (D)(2), below, AHA will demonstrate the completion of:
 - (i) forty (40) UFAS-Accessible Units, as described in Paragraph IV. (D)(1), within one (1) year of the effective date of this Agreement;
 - (ii) an additional eighty (80) units within two (2) years of the effective date of this Agreement;
 - (iii) an additional eighty (80) units within three (3) years of the effective date of this Agreement; and
 - (iv) an additional one hundred and ten (110) units within four (4) years of the effective date of this Agreement for a cumulative three hundred and ten (310) units within four (4) years of the effective date of this Agreement.
- f. Within thirty (30) months of the effective date of this Agreement, AHA may submit evidence of demolition/disposition applications approved by the Special Applications Center (SAC) subsequent to the execution of this Agreement. Within thirty (30) days of the Department's receipt and review of the SAC-approved demolition/disposition applications, the Department will make a one-time revision to AHA's Total Housing Units, as referenced in Paragraph IV. (D)(1) and Appendix A, and will revise Paragraphs IV. (D)(1)(a), (c), (d) and (e) to reflect the adjusted number of UFAS-Accessible Units that AHA will construct, convert, or certify in the final eighteen (18) months of this Agreement.
 - (i) Pursuant to Paragraph IV. (D)(1)(f), above, if the Department adjusts the number of UFAS-Accessible Units that AHA will construct, convert or certify pursuant to this Agreement, AHA shall:
 - (1) revise the requirements of Paragraphs IV. (D)(1)(a), (c), (d) and (e) to reflect the adjusted number of UFAS-Accessible Units that the AHA will construct, convert or certify within four (4) years of the effective date of this Agreement;
 - (2) adjust the annual production schedule set forth in Paragraph IV. (D)(1)(e) to reflect AHA's requirement to construct, convert, or certify the adjusted number of UFAS-Accessible Units throughout the remaining term of the Agreement; and

- (3) submit a Supplemental UFAS Accessible Unit Plan, referenced in Paragraph IV. D. (2)(a)(iii), and Supplemental Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (E)(1), below, within thirty (30) days of the Department's determination, referenced in Paragraph IV. (D)(1)(f).
- g. If the Total Number of Housing Units that AHA is required to construct, convert or certify as reflected in Paragraphs IV. (D)(1)(a), (c), (d) and (e) is modified pursuant to the results of the HUD-approved Needs Assessment, referenced in Paragraph IV. (C), above, or pursuant to Paragraphs IV. (D)(1)(b) or (f), or Paragraphs IV. (D)(2)(a) and (b), above, the adjusted total number of UFAS-Accessible Units required to be produced will be equally distributed among the remaining term of the Agreement.
- h. AHA shall reserve sufficient funding to achieve the annual rates for completion of UFAS-Accessible Units as set forth in Paragraph IV. (D)(1)(e), above. Insufficient funds will not excuse AHA's obligations to perform any of the obligations required pursuant to this Agreement except as prescribed in Paragraph VII. (D) of this Agreement.
- i. AHA shall provide HUD with at least ninety (90) days during any pre-construction period, and at least thirty (30) days notice during any construction, conversion or certification period, if AHA receives notice that it cannot meet the production rates, production dates and/or bedroom size production rates, as set forth in Paragraphs IV. (D)(1) and (D)(2). AHA's notification to HUD shall include a detailed explanation for each unit that will not be produced according to the timeframes set forth in Paragraphs IV. (D)(1) and (D)(2), specifying the reasons for the delay of each unit.
- j. Pursuant to 24 C.F.R. § 8.26, 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 AHA'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.
- k. If AHA proposes to construct or modify as UFAS-Accessible fewer than five percent (5%) of the units in a given development, then AHA shall provide, for HUD's review and approval, a detailed description and supporting documentation regarding structural impracticability and/or undue financial and administrative burden at each development, and/or documentation regarding the projected demolition or disposition at each development. For each development, AHA shall also reference data from the UFAS-Accessible Unit Plan, referenced in Paragraph IV. (D)(2).
- l. For purposes of calculating AHA's construction, conversion or certification of three hundred and ten (310) UFAS-Accessible Units, as set forth in Paragraph IV. (D)(1), under no circumstance will the Department consider a proposal that would include greater than twenty-five percent (25%) of the total units in a single development.
- m. A UFAS-Accessible Unit will not be deemed completed under Paragraph IV. (D)(1)(d) until:

- (i) the Non-Housing Programs, as referenced in Paragraph IV. (E)(1), serving that unit are accessible to individuals with disabilities; and
 - (ii) AHA has submitted a third-party certification, as referenced in Paragraph IV. (D)(3), that the UFAS-Accessible Unit and Non-Housing Programs serving that unit comply with the requirements of UFAS, and where applicable, ADA Accessibility Standards and the Fair Housing Accessibility Guidelines. *See* Paragraph IV. (D)(3).
- n. AHA's 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. AHA's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate the work required to ensure completion of UFAS-Accessible Units with accessible Non-Housing Programs within the timeframes set forth in Paragraph IV. (D)(1)(d).

2. UFAS-Accessible Unit Plan

a. **Submission to HUD and Approval**

- (i) **UFAS-Accessible Unit Plan:** Within one hundred eighty two (182) days of the effective date of this Agreement, AHA will submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in **Appendix A**.
- (ii) **Supplemental UFAS-Accessible Unit Plan – Needs Assessment:** Within forty-five (45) days of the Department's determination of an increased need for UFAS-Accessible Units required pursuant to AHA's completion of the Needs Assessment referenced in Paragraph IV. (C), above, AHA shall submit a Supplemental UFAS-Accessible Unit Plan, as referenced in Paragraphs IV. (C)(8)(c) and IV. (D)(2)(b). The Supplemental UFAS-Accessible Unit Plan will include a **Supplemental Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (E)(1)(a)(i), that addresses the non-housing programs that were not previously addressed with the Non-Housing Program Accessibility Plan, submitted pursuant to Paragraph IV. (E)(1)(a), below.
- (iii) **Supplemental UFAS-Accessible Unit Plan – Revised Total Housing Units:** Within thirty (30) days of the Department's approval of a one-time revision of Paragraphs IV. (D)(1)(a), (c), (d), (c), (d) and (e) to reflect the adjusted number of UFAS-Accessible Units that AHA will construct, convert or certify pursuant to this Agreement as a result of demolition/disposition applications approved by the Special Applications Center (SAC) subsequent to the execution of this Agreement, AHA shall submit a **Supplemental UFAS-Accessible Unit Plan** for the Department's review and approval. The Supplemental UFAS-Accessible Unit Plan will include a **Supplemental Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (E)(1)(a)(ii), that addresses the non-housing programs that were not previously addressed with the Non-Housing Program Accessibility Plan, submitted pursuant to Paragraph IV. (E)(1)(a), below.

(iv) HUD will provide AHA with its approval, or comments, within thirty (30) days of receipt of both AHA's proposed **UFAS-Accessible Unit Plan, Supplemental UFAS-Accessible Unit Plan(s) and Non-Housing Program Accessibility Plan(s)**, referenced in Paragraph IV. (E)(1).

b. UFAS-Accessible Unit Plan & Supplemental UFAS-Accessible Unit Plan Requirements

(i) The Plan(s) will address all developments covered under this Agreement, as referenced in **Appendix A**.

(ii) The **UFAS-Accessible Unit Plan/Supplemental UFAS-Accessible Unit Plan(s)** will be in an EXCEL or compatible format and include the following information:

- (1) total number of UFAS-Accessible Units to be constructed, converted or certified annually;
- (2) development name, number and address, including elderly or family designation;
- (3) existing number of units in each development;
- (4) proposed total number and percentage of UFAS-Accessible Units in each development;
- (5) proposed bedroom size distribution for proposed UFAS-Accessible Units in each development;
- (6) existing number of units with some accessibility features by bedroom size;
- (7) current occupancy status of any units to be modified;
- (8) relocation plan for any currently occupied units;
- (9) three (3) years of vacancy rates at each development;
- (10) three (3) years of crime rates in and around each development;
- (11) proposed starting and completion dates for construction or alteration of UFAS-Accessible Units in each development;
- (12) interim timeframes and benchmarks for meeting the UFAS-Accessible Unit production rates set forth in Paragraphs IV. (D)(1)(d) and (e); and
- (13) total estimated cost by development.

(iii) The **UFAS-Accessible Unit Plan/Supplemental UFAS-Accessible Unit Plan(s)** shall also include a site map for each development that includes the following:

- (1) development and unit address;
- (2) total number of units to be modified, constructed or certified as UFAS-Accessible;
- (3) bedroom size of UFAS-Accessible Units;
- (4) accessible common areas, planned or existing, at each development including, but not limited to, accessible routes and elevators, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites; and
- (5) common areas that are currently inaccessible.

3. Third-Party Certification of UFAS-Accessible Units

- a. Within thirty (30) days of the effective date of this Agreement, AHA will submit, for HUD review and approval, the name, qualifications and experience of an independent third-party architectural and/or engineering firm with whom AHA proposes to contract to review and certify that the units constructed, converted or certified pursuant to Paragraph IV. (D)(1)(a) meet the requirements of UFAS and, if applicable, the ADA and the Fair Housing Act. HUD will provide its approval, or comments, within fifteen (15) days of AHA's submission of the proposed architectural/engineering firm.
- b. The HUD-approved independent third-party organization, referenced in Paragraph IV. (D)(3)(a), selected to review and certify the modifications made pursuant to this Agreement shall:
 - (i) submit documentation to AHA 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; and
 - (ii) be independent of any third-party architectural and/or engineering firm/entity with whom AHA contracts for the purposes of developing the plans/drawings/blueprints for the new construction and/or modifications made pursuant to AHA's UFAS-Accessible Unit Plan/Supplemental UFAS-Accessible Unit Plan(s) and Non-Housing Program Accessibility Plan(s), described in Paragraphs IV. (D)(2) and IV. (E)(1), and the Main Administrative Office Accessibility Plan, referenced in Paragraph IV. (E)(2).
- c. Within sixty (60) days of AHA's completion of each of the UFAS Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, Supplemental UFAS-Accessible Unit Plan(s), as referenced in Paragraph IV. (D)(2), AHA will have the HUD-approved independent third-party organization certify 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. AHA will submit this documentation to HUD as part of its Quarterly or Semi-Annual Reports.
- d. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

4. Status Reports on UFAS-Accessible Unit Production

- a. AHA will submit Quarterly or Semi-Annual Reports, as referenced in Paragraph IV. (D)(3)(c), to HUD with respect to the construction, conversion, or certification of UFAS-Accessible Units and compliance with the HUD-approved UFAS-Accessible Unit Plan, Supplemental UFAS-Accessible Unit Plan(s), referenced in Paragraph IV. (D)(2), and the Non-Housing Program Accessibility Plan, Supplemental Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (E)(2), for the duration of this Agreement. These reports shall be in a format compatible with Microsoft Office XP Professional and contain the following information:
 - (i) the number of UFAS-Accessible Units for which funds has been allocated;

- (ii) the physical work that has been undertaken by development name and complete unit address;
- (iii) the physical work that has been completed by development name and complete unit address, including Non-Housing Programs;
- (iv) for each completed unit, an independent third-party verification that:
 - (1) the unit complies with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act; and
 - (2) the Non-Housing Programs serving the proffered UFAS-Accessible Unit comply with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act;
- (v) UFAS-Accessible Unit counts for the given reporting period and cumulatively from the effective date of this Agreement; and
- (vi) a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD-approved UFAS-Accessible Unit Plan, Supplemental UFAS-Accessible Unit Plan(s), referenced in Paragraph IV. (D)(2) and Non-Housing Program Accessibility Plan, Supplemental Non-Housing Accessibility Plan(s), referenced in Paragraph IV. (E)(1).

- b. AHA's failure to report delays in a timely fashion will have a negative impact on HUD's consideration of any AHA request for adjustments in annual rates pursuant to Paragraphs IV. (D)(1)(d) and (e) 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 eighty two (182) days of the effective date of this Agreement, AHA will submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan** for all developments identified in **Appendix A**. 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.
 - (i) **Non-Housing Program Accessibility Plan – Needs Assessment:** Within forty-five (45) days of the Department's determination of an need for UFAS-Accessible Units required pursuant to AHA's completion of the Needs Assessment referenced in Paragraph IV. (C), above, AHA shall submit a **Supplemental Non-Housing Program Accessibility Plan** with the Supplemental UFAS-Accessible Unit Plan, referenced in Paragraph IV. (D)(2)(a)(ii). The **Supplemental Non-Housing Program Accessibility Plan** shall address the non-housing programs that were not previously addressed with the Non-Housing Program Accessibility Plan, submitted pursuant to Paragraph IV. (E)(1)(a), above. If required, HUD will provide its approval, or comments, within thirty (30) days of receipt of both the **Supplemental Non-Housing Program Accessibility Plan** and **Supplemental UFAS-Accessible Unit Plan**;
 - (ii) **Non-Housing Program Accessibility Plan – Revised Total Housing Units:** Within thirty (30) days of the Department's approval of a one-time revision of Paragraphs IV. (D)(1)(a), (c), (d) and (f) to reflect the adjusted number of UFAS-

Accessible Units that AHA will construct, convert or certify pursuant to this Agreement as a result of demolition/disposition applications approved by the Special Applications Center (SAC) subsequent to the execution of this Agreement, AHA shall submit a **Supplemental Non-Housing Program Accessibility Plan** with the Supplemental UFAS-Accessible Unit Plan, referenced in Paragraph IV. (D)(2)(a)(iii), above. The **Supplemental Non-Housing Program Accessibility Plan** shall address the non-housing programs that were not previously addressed with the Non-Housing Program Accessibility Plan, submitted pursuant to Paragraph IV. (E)(1)(a), above. If required, HUD will provide its approval, or comments, within thirty (30) days of receipt of both the **Supplemental Non-Housing Program Accessibility Plan** and **Supplemental UFAS-Accessible Unit Plan**.

- b. **AHA's Non-Housing Program Accessibility Plan/Supplemental Non-Housing Program Accessibility Plan(s)** will ensure that AHA'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.
- c. **Non-Housing Program Accessibility Plan/Supplemental Non-Housing Program Accessibility Plan(s) Requirements:** The Plan must 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. The Non-Housing Program Accessibility Plan must include:
 - (i) specific elements to be made accessible at each development;
 - (ii) interim timeframes and benchmarks for providing accessible Non-Housing Programs to ensure meeting the UFAS-Accessible Unit production schedule set forth in Paragraphs IV. (D)(1)(d) and (e);
 - (iii) an annual timetable that coincides with the UFAS-Accessible Unit Plan not to exceed four (4) years for completion of the approved work;
 - (iv) identification of the source of the funding to accomplish each task; and
 - (v) if AHA provides transportation to AHA-sponsored programs, services or activities, AHA will include plans to provide accessible transportation to take persons with disabilities to AHA-sponsored services, programs or activities. AHA will permit the individual's accompanying family members and friends to utilize the standard AHA-provided transportation.
- d. 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, AHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or an undue financial and administrative burden.
- e. 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 unless AHA 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. Upon this determination, 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)(d). AHA's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate AHA'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 sixty (60) days of the effective date of this Agreement, AHA will submit, for HUD's review and approval, its **Main Administrative Offices Accessibility Plan** to make AHA's Main Administrative Offices located at 230 John Wesley Dobbs Avenue, Atlanta, Georgia, accessible to persons with disabilities and ensure the Administrative Offices comply with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval, or comments, within forty-five (45) days of receipt of the Main Administrative Offices Accessibility Plan.
- b. Until completion of all modifications to AHA's Main Administrative Offices, AHA 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 AHA's Main Administrative Offices.
- c. The Main Administrative Offices Accessibility Plan will include accessible routes into and throughout AHA's programs, services and/or activities located at the Main Administrative Offices, and 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 AHA-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 four (4) months for completing the work;
 - (iii) interim timeframes and benchmarks for meeting the four (4) 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, AHA 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 AHA's Main Administrative Offices, AHA will provide certification, through the HUD-approved independent third-party organization, as referenced in Paragraph IV. (D)(3)(a), that AHA'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 AHA'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 AHA'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. Amendments to the Statement of Corporate Policies Governing the Leasing and Residency of Assisted Apartments (SCP)

- a. Within sixty (60) days of the effective date of this Agreement, AHA shall submit a proposed, amended *Statement of Corporate Policies Governing the Leasing and Residency of Assisted Apartments*, (REV. 1) (hereinafter "SCP"), and the revised application, referenced in Paragraph IV. (F)(3), to HUD for its review and approval.
- b. The proposed, amended *SCP* will incorporate the Policies and Procedures referenced in this Agreement, as follows:
 - (i) Admissions, Occupancy and Transfer Policy [Paragraph IV. (F)(2)];
 - (ii) Reasonable Accommodation Policy [Paragraph IV. (F)(4)];
 - (iii) Effective Communication Policy [Paragraph IV. (F)(5)];
 - (iv) Pet Policy [Paragraph IV. (F)(6)];
 - (v) Lease/Lease Addendum [Paragraph IV. (F)(7)]; and
 - (vi) Grievance Procedures. [Paragraph IV. (F)(8)].
- c. HUD will provide its approval, or comments, to the amended *SCP* within fifteen (15) days of receipt.
- d. Within sixty (60) days of HUD's approval, AHA's Board shall provide final approval, and AHA will fully adopt and implement the amended *SCP*.

2. Occupancy and Transfer Policy – Affordable Developments and Signature Communities:

- a. **Admissions and Occupancy – Affordable Developments:** AHA shall revise its **Admissions and Occupancy Policies**, in accordance with the priorities set forth in Paragraph IV. (F)(2)(d) and the provisions in its amended *SCP*, referenced in Paragraph IV. (F)(1).
- b. **Admissions and Occupancy – Signature Communities:** AHA will ensure that the *Signature Communities'* admissions and occupancy policies for AHA-assisted units will be revised in accordance with the priorities set forth in Paragraph IV. (F)(2)(e), below, and will be submitted to HUD for its review and approval as referenced in Paragraph IV. (F)(9), below.
 - (i) AHA will ensure that the *Signature Communities'* revised admissions and occupancy policies provide that a minimum of five percent (5%), or at least one (1) unit, whichever is greater, of AHA-assisted units in the *Signature*

Communities are available to AHA-assisted applicants and residents with disabilities who require UFAS-Accessible Units.

- c. **Affordable and Signature UFAS-Accessible Unit Database:** Within sixty (60) days of the effective date of this Agreement, AHA shall develop a centralized database to identify and prioritize, according to date and time of transfer request or application date, AHA-assisted residents and applicants in *Affordable Developments* and *Signature Communities* who require the features of a UFAS-Accessible Unit. AHA will submit the proposed database template to HUD for its review; HUD will provide its approval, or comments, within thirty (30) days of receipt. AHA's proposed database shall include provisions to:
- (i) provide direct assistance to AHA-assisted residents and applicants with disabilities, upon request, in the application for a UFAS-Accessible Unit in any *Signature Community* or *Affordable Development*;
 - (ii) provide a process for notifying and referring residents from the database to the *Affordable Developments* and *Signature Communities* with openings on their site-based *UFAS Waiting Lists*;
 - (iii) provide a process for notifying and referring AHA-assisted applicants from the database to the *Affordable Developments* and *Signature Communities* with openings on their site-based *UFAS Waiting Lists*; and
 - (iv) provide a method for monitoring the maximization of occupancy of AHA-assisted UFAS-Accessible Units, in *Affordable Developments* and *Signature Communities*, by AHA-assisted residents who require the features of those units in accordance with 24 C.F.R. § 8.27.
- d. **Affordable Developments:** Within ninety (90) days of the effective date of the Agreement, each *Affordable Development* will develop and implement a separate, site-based *UFAS-Accessible Unit Waiting List* (UFAS Waiting List) for eligible AHA-assisted applicants and residents with disabilities who require UFAS-Accessible Units. AHA shall submit copies of the current *UFAS Waiting Lists* for each *Affordable Development* as part of its quarterly and semi-annual reports to HUD.
- (i) When a UFAS-Accessible Unit becomes available in the appropriate bedroom size in an *Affordable Development*, the management agents of the *Affordable Development*, shall offer the UFAS-Accessible Unit as follows:
 - (1) First, to a current resident with disabilities in an *Affordable Development* who is being relocated due to AHA revitalization activities and who requires the accessibility features of the available, UFAS-Accessible Unit;
 - (2) Second, to a current resident with disabilities in the same *Affordable Development* who requires the accessibility features of the available, UFAS-Accessible unit and is occupying a unit without those features;

- (3) Third, if there is no current resident in the same *Affordable Development* who requires the accessibility features of the available, UFAS-Accessible Unit and wishes to reside in that unit, then it will be offered to an eligible, qualified current resident with disabilities, according to date and time of transfer request, residing in another *Affordable Development*, who requires the accessibility features of the available, UFAS-Accessible Unit and is occupying a unit without these features;
 - (4) Fourth, if there is no current resident in any *Affordable Development* who requires the accessibility features of the vacant, UFAS-Accessible Unit and wishes to reside in that unit, then it will be offered to an eligible, qualified current applicant with disabilities, according to date and time of application, on the site based waiting list of the same *Affordable Development* who requires the accessibility features of the available, UFAS-Accessible Unit;
 - (5) Fifth, if there is no qualified applicant on the site-based waiting list of the same *Affordable Development* who requires the accessibility features of the vacant, UFAS-Accessible Unit, then it will be offered to an eligible, qualified applicant with disabilities, according to date and time of application, on the site-based waiting list of another *Affordable Development* who requires the accessibility features of the available, UFAS-Accessible Unit; and
 - (6) Sixth, if there is not an eligible, qualified resident or applicant with disabilities in the *Affordable Developments* who wishes to reside in the available, UFAS-Accessible Unit, then the unit may be offered to the next applicant or resident, according to the date and time of the transfer request or application, in the *Affordable Development* who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. The occupying resident will sign a lease or lease addendum that requires the resident of any UFAS-Accessible unit in an *Affordable Development* who does not need the accessibility features of that unit to relocate, at no expense to the resident, to a vacant, non-accessible unit within thirty (30) days of notice by the *Affordable Development* when there is an eligible, qualified current applicant or resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27.
- e. **Signature Communities:** Within ninety (90) days of the effective date of the Agreement, each *Signature Community* will develop and maintain a separate, site-based *UFAS-Accessible Unit Waiting List* (UFAS Waiting List) for eligible AHA-assisted applicants and residents with disabilities who require UFAS-Accessible Units. AHA shall submit copies of the current *UFAS Waiting Lists* for each *Signature Community* as part of its quarterly and semi-annual reports to HUD.
- (i) When an AHA-assisted UFAS-Accessible Unit becomes available in the appropriate bedroom size in a *Signature Community*, the management agents of the *Signature Community* shall offer the UFAS-Accessible Unit to AHA assisted residents and/or applicants, as follows:

- (1) First, to a current AHA-assisted resident with disabilities in the same *Signature Community* who requires the accessibility features of the available, UFAS-Accessible unit and is occupying a unit without those features;
 - (2) Second, if there is no current AHA-assisted resident in the same *Signature Community* who requires the accessibility features of the vacant, UFAS-Accessible Unit and wishes to reside in that unit, then it will be offered to an eligible, qualified current applicant for an AHA-assisted unit, according to date and time of application, on the site-based waiting list of the same *Signature Community* who requires the accessibility features of the available, UFAS-Accessible Unit;
 - (3) Third, if there is no qualified applicant for an AHA-assisted unit on the site-based waiting list of the same *Signature Community* who requires the accessibility features of the vacant, UFAS-Accessible Unit, then the *Signature Community* will coordinate with AHA's Section 504/ADA Coordinator for referrals from the *Affordable and Signature UFAS-Accessible Unit Database* referenced in Paragraph IV. (F)(2)(c), above. If AHA identifies a current resident or applicant on the *Affordable and Signature UFAS-Accessible Unit Database*, AHA shall refer the resident or applicant, according to date and time of transfer request or application, to the *Signature Community*; and
 - (4) Fourth, if there is no eligible, qualified AHA-assisted resident or applicant with disabilities in the *Signature Community* or referred by AHA pursuant to a review of the *Affordable and Signature UFAS-Accessible Unit Database*, who wishes to reside in the available, UFAS-Accessible Unit, then the unit may be offered to the next applicant or resident, according to date and time of transfer request or application, in the *Signature Community* who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. The occupying resident will sign a lease or lease addendum that requires the resident of any UFAS-Accessible unit in an *Signature Community* who does not need the accessibility features of that unit to relocate, at no expense to the resident, to a vacant, non-accessible unit within thirty (30) days of notice by the *Signature Community* when there is an eligible, qualified current applicant or resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27.
- f. **Transfer Policies:** AHA's proposed, amended *SCP*, referenced in Paragraph IV. (F)(1), shall also include amendments to its **Transfer Policies** as follows:
- (i) all reasonable accommodation transfers have priority over all other transfers, except natural disaster transfers, emergency transfers and relocations;
 - (ii) residents with disabilities who require a transfer to another *Affordable Development* as a reasonable accommodation will not be required to make a separate application at the desired AHA *Affordable Development*;
 - (iii) the resident's initial security deposit will be transferred to the new unit when the resident with disabilities requires the transfer to another *Affordable Development* as a reasonable accommodation; and

- (iv) residents with disabilities who require a transfer as a reasonable accommodation will not incur an termination penalty for early lease termination.
- g. **Transfer List:** Within sixty (60) days of the effective date of this Agreement, AHA will develop and maintain, using data collected from each *PMCO* at AHA *Affordable* developments and each property manager at *Signature Communities*, a **Transfer List** that prioritizes the transfer of AHA-assisted residents who require a transfer due to a disability over new admissions of AHA-assisted applicants, according to the priorities set forth in the amended *SCP*. The Section 504/ADA Coordinator will review and monitor 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) transferred;
 - (iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for a UFAS-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 AHA's implementation of a lease addendum that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit, at no expense to the resident.

3. Application

- a. Within sixty (60) days of the effective date of this Agreement, AHA shall submit to HUD, for review and approval, an amended application for each *PMCO* that:
 - (i) asks applicants with disabilities to specify whether they need a unit with accessible features and describe the necessary accessibility features they require;
 - (ii) asks applicants with disabilities to specify if they require reasonable accommodation(s) in their housing and/or during the application process;
 - (iii) includes a copy of AHA's *Reasonable Accommodation Policy* amended by this Agreement and referenced in Paragraph IV. (F)(4); and
 - (iv) includes the name/contact information, including TDD/TTY number or Georgia Relay Service telephone number, for AHA's Section 504/ADA Coordinator; and the name and contact information of the property managers at each development.
- b. HUD will approve, or provide comments, on the amended application within fourteen (14) days of receipt.

4. Reasonable Accommodation

- a. AHA's proposed, amended *SCP*, submitted under Paragraph IV. (F)(1), above, shall include the following revisions to AHA's Reasonable Accommodation Policy and Procedures:

- (i) set forth a process for applicants, residents and members of the public who participate in AHA programs in *Affordable Developments* and/or *Signature Communities* to request reasonable accommodation(s);
 - (ii) provide forms for individuals to request reasonable accommodation(s);
 - (iii) set forth specific procedures regarding the acceptance, processing and disposition of reasonable accommodation request(s), including timeframes; and
 - (iv) provide formal appeal/grievance procedures for individuals who have been denied reasonable accommodation(s).
- b. Within thirty (30) days of the implementation of the Reasonable Accommodation Policy and Procedures referenced in Paragraph IV. (F)(4), AHA's Section 504/ADA Coordinator will coordinate and oversee AHA's reasonable accommodation process for AHA-assisted applicants and residents, and members of the public who participate in AHA programs, and who reside in AHA-owned *Affordable Developments* and/or *Signature Communities*. This coordination and oversight shall ensure that the PMCO agents, *Signature Communities* and Maintenance staff coordinate AHA's response to reasonable accommodation requests and provide timely responses to reasonable accommodation requests.
 - c. Within thirty (30) days of the implementation of the Reasonable Accommodation Policy and Procedures referenced in Paragraph IV. (F)(4), AHA's Section 504/ADA Coordinator will develop and maintain a Reasonable Accommodation Log that documents each reasonable accommodation request by or on behalf of AHA-assisted applicants/residents for *Affordable Developments* and *Signature Communities*. The Reasonable Accommodation Log will include documentation regarding: (i) date 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 final date and disposition of the request(s).
 - d. Upon the implementation of the Reasonable Accommodation Policy and Procedures and the reasonable accommodation provisions of the amended *SCP*, each AHA on-site property manager, including PMCO agents and *Signature Communities*, 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; (ii) the date the site manager (PMCO or *Signature Community*) reported the request to AHA's Section 504/ADA Coordinator; (iii) action taken on the accommodation request; (iv) whether the request was fulfilled or denied; and (v) documentation reflecting the final date and disposition of the requests.

5. Effective Communication

- a. AHA's proposed, amended *SCP*, submitted under Paragraph IV. (F)(1), above, shall include an Effective Communication Policy that will ensure that applicants, residents, employees and members of the public are advised of the right to effective communication in AHA's programs, services and activities.

- (i) The procedures implementing the Effective Communication Policy will ensure that interested persons, including persons with hearing, visual or cognitive disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities; and
 - (ii) The procedures implementing the Effective Communication Policy will also ensure that AHA and/or its agents and partners shall furnish appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in AHA's programs, services and activities. In determining what auxiliary aids are necessary, AHA, its agents or partners shall give primary consideration to the requests of the individual with disabilities unless doing so would result in a fundamental alteration of AHA's programs or activities, or an undue financial and administrative burden. *See* 24 C.F.R. § 8.6.
- b. AHA's proposed, amended *SCP*, referenced in Paragraph IV. (F)(1), shall include an amendment to the *SCP* to ensure that AHA-assisted residents and applicants are aware of alternative, non-written methods to request a reasonable accommodation and the availability of forms and information in alternative formats.

6. Pet Policy

- a. AHA's proposed, amended *SCP*, referenced in Paragraph IV. (F)(1), shall amend its **Pet Policy (Article Six)** as follows:
- (i) include an amendment of AHA'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 AHA'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 and weight restrictions for assistance/service animals;
 - (iii) remove breed restrictions, except in accordance with local laws or ordinances;
 - (iv) remove "pet" deposits for assistance/service animals; and
 - (v) clarify that any household pet exclusions in the *Signature Communities'* policies do not apply to Assistance Animals required by AHA-assisted residents.
- b. Upon adoption of the amended *SCP*, AHA will include the Pet Policy as a part of the lease by reference. AHA will provide the Pet Policy to each applicant at the time of lease signing or to each resident during annual recertification; and
- c. Upon adoption of the amended *SCP*, AHA will post the amended Pet Policy at all developments and AHA's Administrative Offices.

7. Lease/Lease Addendum

- a. Upon the effective date of this Agreement, AHA shall enforce the provisions of its **Lease or Lease Addendum** that requires that residents without a disability-related

need for the UFAS-accessible unit relocate to a vacant, non-accessible unit, at no expense to the resident, within thirty (30) days of notice by AHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit.

- b. AHA's proposed, amended *SCP*, submitted under Paragraph IV. (F)(1), above, shall reference AHA's Lease or Lease Addendum that requires a resident without a disability-related need for a UFAS-Accessible Unit to relocate to a vacant, non-accessible unit in that property, at no expense to the resident, within thirty (30) days of notice by AHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit.
- c. AHA's proposed, amended *SCP* shall include provisions to reflect that residents with disabilities who require a transfer as a reasonable accommodation will not incur a termination penalty for early lease termination.

8. Grievance Procedures

- a. AHA's proposed amended *SCP*, referenced in Paragraph IV. (F)(1), will include an Amended Grievance Procedure that incorporates appropriate due process standards and provides for the prompt and equitable resolution of disability-related complaints. The Amended Grievance Procedure shall include specific provisions for residents with disabilities who require reasonable accommodation(s) in the grievance process. *See* 24 C.F.R. § 8.53.

9. Policy and Procedure Review of Signature Communities and Private Management Companies

- a. Within thirty (30) days of the effective date of this Agreement, AHA shall provide a copy of this Agreement to each of its *Signature Communities* and Private Management Companies (PMCOs).
- b. Within ninety (90) days of the effective date of this Agreement, AHA shall send a letter to each of its *Signature Communities* and *PMCOs* instructing them to review their policies and procedures for compliance with Section 504, this Agreement and the Amended *SCP* referenced in Paragraph IV. (F)(1). The letter shall instruct each *Signature Community* and/or *PMCO* to submit, within one hundred ten (110) days of the effective date of this Agreement, the policies and documents listed below to AHA:
 - (i) Application;
 - (ii) Admissions & Occupancy Policies;
 - (iii) Admissions and Transfers of Persons to UFAS-Accessible Units;
 - (iv) Reasonable Accommodation (including related forms);
 - (v) Transfer Policy;
 - (vi) Effective Communication Policy;
 - (vii) Assistance Animal/Pet Policy;
 - (viii) Lease/Lease Addendum;
 - (ix) Grievance Policy/Procedures; and
 - (x) Any other documents requested by AHA to effectuate its review.

- c. No later than one hundred forty (140) days after the effective date of this Agreement, AHA, including AHA's Section 504/ADA Coordinator, shall review these policies and submit to HUD copies of the policies and procedures and an analysis of those provisions that require amendment to conform to the requirements of Section 504 and this Agreement.
 - (i) AHA will ensure that the revised admissions and occupancy policies provide that at least five percent (5%) of AHA-assisted units in the *Signature Communities* are available to AHA-assisted applicants and residents with disabilities who require UFAS-Accessible Units.
- d. No later than one hundred sixty (160) days after the effective date of this Agreement, AHA shall meet with HUD and review any policy provisions that the *Signature Communities* and the *PMCOs* must revise to be in compliance with the requirements of Section 504 and this Agreement.
- e. HUD agrees to meet and communicate exclusively with AHA and will not communicate directly with the *Signature Communities* and/or the *PMCOs* during AHA's review of the *Signature Communities'* and *PMCO* policies. HUD will review the policies and procedures of the *Signature Communities* and *PMCOs* for reasonable compliance with the requirements of Section 504 and the Fair Housing Act, including reasonable time frames for the resolution of AHA-assisted applicant/resident reasonable accommodation requests. HUD will not require the *Signature Communities* or *PMCOs* to adopt identical policies.
- f. AHA shall require its *Signature Communities* and *PMCOs* to make changes that HUD requests with respect to AHA-assisted applicants/residents as soon as possible and no later than thirty (30) days after HUD informs AHA, including AHA's Section 504/ADA Coordinator, that those changes are legally necessary.
- g. AHA shall submit the amended *Signature* and *PMCO* policies to HUD within thirty (30) days of the effective date of the amended policies.

10. Reporting Requirements:

- a. AHA shall develop and submit to HUD Quarterly or Semi-Annual Reports that track the implementation of the provisions of its amended *SCP*, as referenced in Paragraph IV. (F)(1), above, and the policies and procedures revised pursuant to Paragraphs IV. (F)(1)-(9) of this Agreement, as follows:
 - (i) **Transfer & Occupancy Policies and Lease/Lease Addendum:** Data showing for *Affordable Developments* and *Signature Communities*: (1) each transfer of AHA-assisted residents without disabilities out of accessible units; (2) each transfer of AHA-assisted applicants and residents with disabilities into UFAS-Accessible Units; (3) the occupancy of UFAS-Accessible Units by AHA-assisted residents with disabilities; (4) the number of persons on the *Affordable* and *Signature Communities'* waiting lists for AHA-assisted units who require UFAS-Accessible Units; and (5) the total number of AHA-assisted UFAS-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 and Procedures:** A Reasonable Accommodation Report including a narrative description of each reasonable accommodation request by an AHA-assisted applicant/resident in *Affordable Developments* and *Signature Communities*, including: (1) resident's name and specific reasonable accommodation request(s); (2) current address, including bedroom size; (3) date of the reasonable accommodation request(s); (4) required bedroom size; (5) resident's preference to remain in current unit pending resolution of reasonable accommodation request(s) or transfer to an alternate, accessible unit that meets their disability-related need(s); (6) if the request was rejected or changes made in the requested accommodation(s); (7) documentation reflecting the current pending status and anticipated date(s) for the provision of the requested reasonable accommodation request(s); (8) final date and disposition of the requests; (9) anticipated transfer date, if applicable; and (10) address, including bedroom size, of the proposed transfer unit, if applicable.

G. OCCUPANCY, TRANSFER AND WAITING LIST REVIEW AND REMEDIATION PLANS

1. General

AHA shall conduct an independent review of AHA's Occupancy, Transfer and Waiting List procedures. The Department may conduct on-site file and record reviews in AHA's offices in order to verify AHA's review findings of the *Affordable* and *Signature* Communities. The review shall include the following:

- a. Waiting Lists [AHA *Affordable Developments* and *Signature Communities*];
- b. Transfer Lists [AHA *Affordable Developments* and *Signature Communities*] for residents requesting a transfer to a UFAS-Accessible Unit;
- c. Occupancy of UFAS-Accessible Units [AHA *Affordable Developments*]; and
- d. Occupancy of UFAS-Accessible Units. [*Signature Communities*]

2. Transfer and Waiting List Reviews – Affordable and Signature:

Within sixty (60) days of the effective date of this Agreement, AHA shall conduct and submit to HUD an internal review of AHA's Transfer and Waiting Lists (***Affordable and Signature***) and submit the review results to HUD for its review. HUD will approve or provide comments on AHA's Waiting List reviews within thirty (30) days of receipt. HUD will conduct on-site file and record reviews to verify AHA's review findings.

3. Transfer Review – Affordable and Signature:

The **Transfer Review** will analyze current AHA-assisted residents with mobility disabilities on the Transfer Lists (***Affordable and Signature***) who require UFAS-Accessible Units and who requested a transfer to such a unit, including the date of the transfer request. The **Transfer Review**, referenced in Paragraph IV. (G)(1)(b), will provide and analyze the following for each *Affordable Development* and each *Signature Community*:

- a. **Transfer List (Affordable and Signature):** Current transfer lists of AHA-assisted residents with mobility disabilities who require UFAS-Accessible Units, including:

(a) resident's name; (b) current address, including bedroom size; (c) initial transfer request date; (d) required bedroom size; and (e) disability-related need for a UFAS-Accessible Unit.

4. Waiting List Review – Affordable and Signature:

The **Waiting List Review (Affordable and Signature)** will analyze, by date of application, AHA-assisted applicants with mobility disabilities who requested a UFAS-Accessible Unit. The Waiting List Review shall provide a list of all applicants for AHA-assisted units on the **Waiting Lists** who requested a UFAS-Accessible Unit with the current status of each active application for each Affordable and each Signature Development as follows:

- a. **Waiting List (Affordable and Signature):** (i) applicant's name; (ii) current address; (iii) initial application date; (iv) date the applicant updated their application to indicate the need for a UFAS-Accessible Unit, if applicable; (v) required bedroom size; (vi) application status; (vii) if applicable, date the applicant was determined to be eligible for a UFAS-Accessible Unit; (viii) disability-related need for a UFAS-Accessible Unit; and (ix) if a UFAS-Accessible Unit was not available, documentation regarding the unit(s) and reasonable accommodation offer(s) made to the applicant at the time the applicant reached the top of the waiting list.

5. Occupancy Reviews – Affordable and Signature:

Within thirty (30) days of completion of the Transfer and Waiting List Reviews (*Affordable* and *Signature*), referenced in Paragraphs IV. (G)(2)-(4), above, if the Transfer and Waiting List reviews reveal AHA-assisted applicants and residents (**Affordable** and **Signature**) who requested and require UFAS-Accessible Units, AHA shall conduct and submit to HUD an internal review of the occupancy of UFAS-Accessible Units (in *Affordable Developments* and *Signature Communities*) and submit the review results to HUD for its review. HUD will approve, or provide comments, on AHA's Occupancy Reviews within thirty (30) days of receipt. HUD may conduct on-site file and record reviews in AHA's offices to verify AHA's review findings.

- a. **Occupancy Review – Affordable and Signature:** The **Occupancy Review** will analyze the current occupancy of each UFAS-Accessible Unit (*Affordable* and *Signature*) to determine the current occupancy, by move-in date, by either: (1) residents with mobility disabilities who require the accessibility features of the UFAS-Accessible Units; or (2) residents without mobility disabilities who currently occupy and do not require the features of the UFAS-Accessible Units. The **Occupancy Review**, referenced in Paragraphs IV. (G)(1)(c) and (d), will provide the following for each Affordable and each Signature unit:
 - (i) List of each *Affordable* UFAS-Accessible Unit, by unit address, including the occupying resident's name, move-in date, disability status and need for accessible features of the unit, and occupancy status;
 - (ii) List of each *Signature* UFAS-Accessible Unit, by unit address, including the occupying resident's name, move-in date, disability status and need for accessible features of the unit, and occupancy status;
 - (iii) List of all vacant, UFAS-Accessible Units [designate whether *Affordable* or *Signature*];

- (iv) Where applicable, a copy of each resident's documentation that supports the need for the UFAS-Accessible Unit; and
- (v) Where applicable, for current occupants who do not require the accessibility features of the UFAS-Accessible Unit, documentation regarding whether the resident signed a lease/lease addendum requiring the resident to move from the UFAS-Accessible Unit upon notice by AHA or *Signature Communities* that an applicant for AHA assistance or AHA-assisted resident with disabilities requires the accessibility features of the UFAS-Accessible Unit.

6. Remediation Plans to Address the Needs of AHA-Assisted Applicants and Residents who Require UFAS-Accessible Units

- a. If AHA identifies qualified, eligible AHA-assisted applicants or residents with mobility disabilities who require and requested a UFAS-Accessible Unit and who have not received a UFAS-Accessible Unit, AHA will work with individual properties to house these individuals in UFAS-Accessible Units and develop a Remediation Plan to address the needs of these individuals as outlined below.
- b. **Transfer and Waiting List Remediation Plan:** Within thirty (30) days of HUD's approval of AHA's Transfer and Waiting List reviews, referenced in Paragraphs. IV. (G)(1)-(4), above, AHA shall submit a proposed **Transfer and Waiting List Remediation Plan** to HUD for its review and approval. HUD will provide its approval, or comments, within thirty (30) days of receipt. AHA will commence implementation of the **Transfer and Waiting List Remediation Plan** within thirty (30) days of HUD's approval.
- c. The **Transfer and Waiting List Remediation Plan** will describe AHA plans to expeditiously meet the needs of qualified, eligible AHA-assisted applicants and residents with disabilities identified pursuant to the Transfer and Waiting List Reviews and who have not been assigned to a UFAS-Accessible Unit. The **Transfer and Waiting List Remediation Plan** will describe, for each identified applicant or resident, the following (for *Affordable* and *Signature Communities*):
 - (i) plans to transfer the AHA-assisted applicant or resident into a UFAS-Accessible Unit pursuant to the transfer of residents from UFAS-Accessible Units (*Affordable* and *Signature*) who do not need the accessibility features of the unit as identified pursuant to AHA's Occupancy Remediation Plan, described in Paragraph IV. (G)(7), below;
 - (ii) the plans to refer the identified AHA-assisted applicant or resident to a Project-Based Voucher (PBV) unit that meets the disability-related needs of the individual applicant or resident; and/or
 - (iii) the plans to offer the identified applicant or resident a tenant-based Section 8/Housing Choice Voucher.
- d. The applicants or residents who elect a PBV unit and/or tenant-based Section 8/Housing Choice Voucher will retain their status on the transfer or waiting list, according to original date and time of transfer request or application date. Upon the vacancy of a UFAS-Accessible Unit in the appropriate bedroom size, AHA will offer the AHA-assisted applicant or resident who accepted a PBV unit and/or tenant-based Section 8/Housing Choice Voucher, according to date and time of original application or transfer request, the opportunity to accept the available UFAS-

Accessible Unit in the *Affordable* or *Signature Community*. For purposes of the Transfer and Waiting List Remediation Plan, referenced in Paragraph IV. (G)(6), if the AHA-assisted applicant or resident rejects an offer of a vacant UFAS-Accessible Unit, for a non-disability-related reason, in a property where the applicant was on the waiting list or the resident was on the transfer list, the applicant or resident will be removed from the transfer or waiting list of that property.

- e. In order to assist those AHA-assisted applicants and residents who elect the option to locate accessible housing with a tenant-based Section 8/Housing Choice Voucher, as referenced in Paragraph IV. (G)(6)(c)(iii), above, AHA shall:
 - (i) maintain a computerized database of a current **List of Accessible Section 8 Units (List)** that provides information on the available, accessible housing units obtained from disability advocacy groups and other real estate agents/companies in addition to information from private landlords and private management companies/agents. The **List** will indicate whether the unit complies with UFAS and/or the Fair Housing Act Accessibility Guidelines or whether the unit has some accessibility features. The **List** will include the following: (a) unit address; (b) bedroom size; (c) description of accessibility features, including whether the unit is located on an accessible route; and (d) landlord's contact information;
 - (ii) offer search assistance, including contacting the landlord(s) and arranging for accessible transportation, if required, in order to assist the voucher holder to view and locate an available accessible dwelling unit that meets the needs of the applicant or resident voucher holder. *See* 24 C.F.R. § 8.28; and
 - (iii) if necessary, approve a family request for an exception rent pursuant to 24 C.F.R. § 8.28 (a)(5) and request HUD's approval in accordance with § 982.504 (b)(2).
- f. The **Transfer and Waiting List Remediation Plan** (*Affordable* and *Signature*) will include the following for each applicant and resident with disabilities identified pursuant to the Transfer and Waiting List Reviews, referenced in Paragraph IV. (G)(1)-(4):
 - (i) applicant or resident's name and current status;
 - (ii) applicant or resident's current address;
 - (iii) required bedroom size;
 - (iv) date of initial transfer request or application date;
 - (v) anticipated date of offer of UFAS-Accessible Unit, if applicable;
 - (vi) anticipated occupancy of UFAS-Accessible Unit, if applicable;
 - (vii) address of UFAS-Accessible Unit offered to the applicant or resident, if applicable;
 - (viii) anticipated date of offer of PBV unit that meets the accessibility-related needs of the resident or applicant, if applicable;
 - (ix) address of PBV unit offered to the applicant or resident, if applicable;
 - (x) anticipated move-in date for applicant or resident who accepted the PBV unit;
 - (xi) anticipated date of offer of tenant-based Section 8/Housing Choice Voucher, if applicable;
 - (xii) other pertinent information concerning anticipated transfer or offer of a UFAS-Accessible Unit or PBV unit that meets the accessibility-related needs of the applicant or resident; and

(xiii) specific information detailing the reason(s) for each applicant or resident identified pursuant to the Transfer and Waiting List Reviews who will not be housed within one (1) year of the effective date of this Agreement.

7. Occupancy Remediation Plan:

Within thirty (30) days of HUD's approval of AHA's Occupancy reviews referenced in Paragraph IV. (G)(5), AHA will submit a proposed **Occupancy Remediation Plan** to HUD for its review and approval. HUD will provide its approval, or comments, within thirty (30) days of receipt.

8. The **Occupancy Remediation Plan** will set forth AHA's *Affordable* or *Signature* **Occupancy Remediation Plan** to transfer each AHA-assisted resident who is currently residing in a UFAS-Accessible Unit and who does not need the features of the current unit into a vacant, non-accessible unit in order to offer the AHA-assisted applicants and residents identified pursuant to the Transfer and Waiting List Reviews referenced in Paragraphs IV. (G)(1)-(4), above, a UFAS-Accessible Unit .

9. For each UFAS-Accessible Unit occupied by an AHA-assisted resident who does not require a UFAS-Accessible Unit, including *Affordable* and *Signature* units, the **Occupancy Remediation Plan** will include the following:

- (i) resident's name,
- (ii) current address & development;
- (iii) required bedroom size;
- (iv) names of AHA-assisted applicants and residents with disabilities identified pursuant to the Transfer and Waiting List Reviews referenced in Paragraphs IV. (G)(1)-(4), above, who require the UFAS-Accessible Unit in the same bedroom size;
- (v) whether the resident signed a lease/lease addendum, including date, requiring the resident to relocate to a vacant, non-accessible unit upon notice that a resident or applicant requires the accessibility features of the resident's UFAS-Accessible Unit;
- (vi) anticipated transfer date; and
- (vii) address, including bedroom size, of proposed transfer unit.

H. PUBLICATION AND NOTICE

1. Alternate Formats:

AHA will provide all notices, correspondence and/or communications, disseminated as described in Paragraph IV. (H) in an alternate format, upon request. *See* 24 C.F.R. § 8.6.

2. Notice to Staff

Within thirty (30) days of the effective date of this Agreement, AHA shall provide a copy of this Agreement to all AHA Executive Staff, including the President and CEO, CLO, CFO, COO, Chief Policy Officer, Chief Administrative Officer, Chief of External Affairs, Program Manager for Real Estate Management, AHA's (Acting & Permanent) VCA Administrator, (Acting & Permanent) Section 504/ADA Coordinator, AHA

Managers, Private Management Company (PMCO) representatives and *Signature Communities*' representatives.

3. Employee Notification-Terms of the VCA

- a. Within sixty (60) days of the effective date of this Agreement, the VCA Administrator shall distribute a letter or electronic mail describing the terms of the VCA to all current AHA employees, including contract employees, *PMCO* employees and *Signature Communities* representatives, who have contact with applicants, residents or members of the public. The letter will provide: (1) a summary of the general provisions of this Agreement; (2) the policy and operational changes that AHA will be making to implement this Agreement; and (3) AHA's responsibilities to comply with civil rights laws and regulations set forth in this Agreement, including Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodation(s) to persons with disabilities.
- b. During the first year after the effective date of this Agreement, within thirty (30) days of the entry date of each new AHA employee, including contract employees, *PMCO* employees and *Signature Communities*' representatives who have contact with applicants, residents or members of the public, AHA shall provide the new employee or contract employee a copy of the letter referenced in Paragraph IV. (H)(3)(a) above.
- c. AHA shall maintain a signed and dated receipt for each current and new AHA employee and contract employee that verifies that the individual received the letter referenced in Paragraph IV. (H)(3)(a) above. AHA 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, Transfer, Assistance Animal and Effective Communication Policies and Procedures

- a. Within forty-five (45) days of the implementation of the amended *SCP*, as referenced in Paragraph IV. (F)(1), the VCA Administrator shall distribute to all current AHA employees, including contract employees, *PMCO* representatives and *Signature Communities*' representatives, who have contact with applicants, residents or members of the public, information concerning how AHA will implement its new policies concerning reasonable accommodation, occupancy, transfer, application, grievance, lease/lease addendum, assistance animals and effective communication. This information shall consist of a copy of these policies as well as a letter explaining how AHA will implement the policies.
- b. During the first year after the effective date of this Agreement, within ten (10) days of the entry date of each new AHA employee, including contract employees, *PMCO* representatives and *Signature Communities* representatives, who have contact with applicants, residents or members of the public, AHA shall provide the new employee or contract employee a copy of the information referenced in Paragraph IV. (H)(3)(a) above.
- c. AHA shall maintain signed and dated receipts for each current and new AHA employee and contract employee that verify that the individual received this

information. AHA shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.

5. Reasonable Accommodation, Transfer, Assistance Animal and Effective Communication Policies and Procedures: Resident and Applicant Notification

- a. Within sixty (60) days of the implementation of the amended *SCP*, as referenced in Paragraph IV. (F)(1) above, AHA shall commence distribution of the revised Reasonable Accommodation, Transfer, Grievance, Assistance Animal and Effective Communication policies to each applicant for an AHA-assisted unit or the applicant's designee at the time of application and lease signing, and to each AHA-assisted resident or the resident's designee during annual re-certification.
- b. Within thirty (30) days of the implementation of the amended *SCP*, as referenced in Paragraph IV. (F)(1) above, AHA shall post copies of the amended policies in all AHA site management offices, including Signature Communities, as well as in AHA occupancy office and other places where applications are available.
- c. Within fifteen (15) days following the completion of AHA staff training referenced in Section IV. (I) below, AHA shall disseminate to each head of household or their designee of the *Affordable Developments* the "AHA" Newsletter that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation, Effective Communication and Grievance Policies/Procedures.
- d. Within fifteen (15) days following the completion of AHA staff training referenced in Section IV. (I) below, the *Signature Communities'* on-site property managers shall send to each AHA-assisted head of household or their designee, a letter that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation, Effective Communication and Grievance Policies/Procedures.
- e. For the duration of this Agreement, AHA shall provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation, Transfer, Assistance Animal and Effective Communication Policies to each AHA-assisted head of household, or the resident's designee, at the time of annual re-certification. AHA shall also continue to provide copies of the Reasonable Accommodation, Transfer, Grievance, Assistance Animal and Effective Communication Policies to each head of household, or the resident's designee, at the time of annual re-certification.

6. Reasonable Accommodation Notice to Residents in Affordable Developments:

Within thirty (30) days of HUD's approval of the amended *SCP*, referenced in Paragraph IV. (F)(1), above, AHA will provide HUD, for its review and approval, a draft of the AHA newsletter, "AHA". AHA newsletter will describe the Reasonable Accommodation Policy to be distributed to all residents or the resident's designee in *Affordable Developments*. HUD will approve or modify the proposed *AHA* newsletter within seven (7) days of receipt.

- a. Within thirty (30) days of completion of the staff training referenced in Paragraph IV. (I) below, AHA will send the HUD-approved *AHA* newsletter, referenced in

Paragraph IV. (H)(6), to all heads of households or the resident's designee in AHA's Affordable Developments. The AHA newsletter shall:

- (i) advise residents of their right to request reasonable accommodations, including accessible features, at no expense to the resident consistent with AHA's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
- (ii) inform the residents that they should contact their Property Manager if they wish to make a reasonable accommodation request;
- (iii) 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 AHA 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.] AHA shall offer these tenants the option of remaining in their current unit while AHA makes accessibility modifications; or, waiting to transfer at no expense to the resident, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant;
- (iv) 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 newsletter 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;
- (v) provide a mechanism for answering resident questions relating to the newsletter and AHA's Reasonable Accommodation Policy;
- (vi) advise residents to contact the Regional Property Manager if the resident's reasonable accommodation request has not been timely or satisfactorily addressed by the Property Manager;
- (vii) advise residents to contact AHA's Section 504/ADA Coordinator if the resident's reasonable accommodation request has not been timely or satisfactorily addressed by the Property Manager and Regional Property Manager; and
- (viii) provide residents with the name, address, telephone and TTY/TDD numbers of AHA's Section 504/ADA Coordinator.

7. **Reasonable Accommodation Notice to AHA-Assisted Residents in Signature Communities:**

Within thirty (30) days of HUD's approval of the amended *SCP*, referenced in Paragraph IV. (F)(1), above, AHA will provide HUD, for its review and approval, a draft reasonable accommodation letter. The reasonable accommodation letter will describe the Reasonable Accommodation Policy to be distributed to all its AHA-assisted residents or the resident's designee in *Signature Communities*. HUD will approve or modify the proposed letter within seven (7) days of receipt.

- a. Within thirty (30) days of completion of the staff training referenced in Paragraph IV. (I) below, the *Signature Communities* will send the HUD-approved letter, referenced in Paragraph IV. (H)(7), above, to all heads of households or the resident's designee in *Signature Communities*. The letter shall:
 - (i) advise AHA-assisted residents of their right to request reasonable accommodations, including accessible features, at no expense to the resident, consistent with AHA's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
 - (ii) inform the AHA-assisted residents that they should contact their *Signature Property Manager* if they wish to make a reasonable accommodation request;
 - (iii) 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 AHA 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.] AHA shall offer these tenants the option of remaining in their current unit while AHA makes accessibility modifications; or, waiting to transfer at no expense to the resident, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant;
 - (iv) advise AHA-assisted 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 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;
 - (v) provide a mechanism for answering AHA-assisted resident's questions relating to the letter and AHA's Reasonable Accommodation Policy;
 - (vi) advise AHA-assisted residents to contact AHA's Section 504/ADA Coordinator if the resident's reasonable accommodation request has not been timely or satisfactorily addressed by the *Signature Property Manager*; and

- (vii) provide AHA-assisted residents with the name, address, telephone and TTY/TDD numbers of AHA's Section 504/ADA Coordinator.

I. EMPLOYEE EDUCATION AND TRAINING

1. General:

- a. AHA shall train its current and new employees, who have contact with applicants, residents or members of the public, with respect to AHA's duties, responsibilities and procedures under this Agreement, as well as applicable civil rights statutes. For purposes of Paragraph IV. (I), AHA employees include contract employees, *PMCO* Employees, *Signature Communities'* employees, long-term consultants and employees of long-term consultants.
- b. Within sixty (60) days of the effective date of this Agreement, AHA shall submit proposed educational programs for its *Affordable Developments* and *Signature Communities*, to HUD for its review and approval. The proposed educational plans will include written curricula, objectives and training schedules.
- c. HUD will provide its review, or approval to the proposed educational programs for the *Affordable Developments* and *Signature Communities*, within thirty (30) days of receipt. HUD may disapprove the proposed training or proposed trainer(s) for the following reasons: (1) proposed training schedule is less than a minimum of five (5) hours; (2) proposed trainers do not have demonstrated knowledge or experience, as documented in the trainer's resume/curriculum vitae, of Section 504, the ADA and/or the Fair Housing Act; and/or (3) the proposed trainers do not have prior experience, as documented in the proposed trainer's resume/curriculum vitae, of providing Section 504, ADA and/or the Fair Housing Act training.
- d. The proposed educational program will include: (i) a comprehensive description of the required training; (ii) a curriculum that is a minimum five (5) hours in length; (iii) the proposed schedules for the training sessions; and (iv) the name, resume and/or curriculum vitae of each proposed trainer. 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 AHA professional and management staff to address the procedural and operational aspects of this Agreement. AHA shall videotape the initial training conducted for current employees as referenced in this Paragraph and Paragraph IV. (I)(2), below, for subsequent training of new employees.
- e. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement; the logs will document training attendance for both *Affordable* and *Signature* representatives.
- f. *Signature Communities* may provide the employee training, referenced in Paragraph IV. (I)(1)(a), independent of AHA training. However, if the *Signature Community* elects to provide training independent of AHA training, each *Signature Community* must submit their proposed training materials, including proposed trainers, to HUD

for review. Each *Signature Community* will be required to submit their materials/proposed trainers to HUD pursuant to Paragraphs IV. (I)(1)(b)-(d), above.

2. Current Employees:

- a. The educational program shall be provided to AHA employees (including PMCO and *Signature*) involved with the admissions, occupancy and transfer of applicants and residents, and maintenance of properties, including, but not limited to, principal and administrative staff, project managers, housing managers, housing assistants, maintenance staff, application/occupancy specialists, and other admissions personnel. The training will provide notice of AHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.
- b. Within one hundred twenty (120) days of receipt of HUD's approval of the educational program, AHA shall complete all training for the current AHA employees, (including PMCO and *Signature*) as defined in Paragraph IV. (I)(1)(a), above. AHA shall videotape the training for use in subsequent trainings for new AHA employees.
- c. AHA will invite AHA's Board of Commissioners to participate in the training.

3. New Employees:

- a. Within sixty (60) days of each new AHA admissions, occupancy and transfer, and maintenance employee's entry date of service, AHA shall provide the videotaped HUD-approved educational program addressing the critical aspects referenced in Paragraphs IV. (I)(1)(b) and (I)(2), above, in conjunction with on-site, in-person AHA employees who shall supplement the videotaped training with interactive training for new employees, including role-playing scenarios.
- b. The training will inform the new AHA admissions, occupancy and transfer, and maintenance employees of AHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.
- c. *Signature Communities* may provide separate training from AHA-provided training for their new employees. If a *Signature Community* provides separate training, the *Signature Community* must provide HUD with information concerning the name of the trainer, a copy of the training material, length of the training, and verification of the employees who attended the training.

4. Additional Training:

- a. For the duration of this Agreement, in addition to the training referenced in Paragraphs IV. (I)(2) and (3), above, AHA will provide additional training to AHA Admissions Staff, Occupancy Staff and Resident Managers (including PMCO and *Signature*). The annual, three (3) hour refresher course training will reiterate AHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.

- b. For the duration of this Agreement, in addition to the training referenced in Paragraphs IV. (I)(2) and (3), above, AHA will provide additional training to AHA Maintenance Staff (including *PMCO* and *Signature*). The annual, three (3) hour refresher course training will reiterate AHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, including emphasis on the accessibility requirements of UFAS and the ADA Accessibility Standards.

V. 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) Mr. James Sutton, Director, U.S. Department of Housing & Urban Development, Region IV, Office of Fair Housing and Equal Opportunity, Five Points Plaza, 40 Marietta Street, 16th Floor, Atlanta, Georgia 30303-2808

With complete copies to:

(2) Mr. Boyce Norris, U.S. Department of Housing & Urban Development, Director, Office of Public Housing, 40 Marietta Street, Atlanta, Georgia 30303-2808; and

(3) Mr. Bryan Greene, U.S. Department of Housing & Urban Development, Deputy Assistant Secretary for Enforcement and Programs, Office of Fair Housing and Equal Opportunity, 451 7th Street S.W., Washington, D.C. 20410-2000.

- C. **Upon the effective date of the Agreement:**

- 1. AHA shall enforce the provisions of the Lease or Lease Addendum that requires that residents without a disability-related need for the UFAS-accessible unit relocate to a vacant, non-accessible unit, at no expense to the resident, within thirty (30) days of notice by AHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. *See* Paragraph IV. (F)(7)(a).

- D. **During the first year after the effective date of the Agreement:**

- 1. within thirty (30) days of the entry date of each new AHA employee, including contract employees, *PMCO* employees and *Signature Communities'* representatives, who have contact with applicants, residents or members of the public, AHA shall provide the new employee or contract employee a copy of the letter referenced in Paragraph IV. (H)(3)(a) above. *See* Paragraph IV. (H)(3)(b).
- 2. within ten (10) days of the entry date of each new AHA employee, including contract employees, *PMCO* representatives and *Signature Communities'* representatives, who have contact with applicants, residents or members of the public, AHA shall provide the new employee or contract employee a copy of the information referenced in Paragraph IV. (H)(3)(a). *See* Paragraph IV. (H)(4)(b).

E. Within thirty (30) days of the effective date of the Agreement:

1. AHA shall submit the name, qualifications and experience of an independent third-party architectural and/or engineering firm with whom AHA proposes to contract to review and certify that the units constructed, converted or certified pursuant to Paragraph IV. (D)(1)(a), meet the requirements of UFAS, and, where applicable, the and Fair Housing Act. HUD will provide its approval, or comments, within fifteen (15) days of receipt. *See* Paragraph IV. (D)(3)(a).
2. provide a copy of this Agreement to each of its *Signature Communities* and Private Management Companies (*PMCOs*). *See* Paragraph IV. (F)(9)(a).
3. provide a copy of this Agreement to all AHA Executive Staff. *See* Paragraph IV. (H)(2).

F. Within sixty (60) days of the effective date of the Agreement:

1. AHA shall appoint an Acting VCA Administrator and provide HUD with the name of the Acting VCA Administrator. *See* Paragraph IV. (A)(1).
2. AHA shall hire or appoint an Acting Section 504/ADA Coordinator and provide HUD with the name of the Acting Section 504/ADA Coordinator. *See* Paragraph IV. (B)(3).
3. AHA shall submit a Main Administrative Offices Accessibility Plan. HUD will provide its approval, or comments, within forty-five (45) days of receipt. *See* Paragraph IV. (E)(2)(a).
4. AHA shall submit a proposed, amended *Statement of Corporate Policies Governing the Leasing and Residency of Assisted Apartments (SCP)* and the revised application, referenced in Paragraph IV. (F)(3), to HUD for its review and approval. *See* Paragraph IV. (F)(1)(a). HUD will provide its approval, or comments, to the amended *SCP* within fifteen (15) days of receipt. *See* Paragraph IV. (F)(1)(c).
 - Within thirty (30) days of HUD's approval of the amended *SCP*, AHA will provide HUD a draft of the AHA newsletter, "AHA". HUD will approve or modify the proposed *AHA* newsletter within seven (7) days of receipt. *See* Paragraph IV. (H)(6).
 - Within thirty (30) days of HUD's approval of the amended *SCP*, AHA will provide HUD with a draft reasonable accommodation letter. HUD will approve or modify the proposed letter within seven (7) days of receipt. *See* Paragraph IV. (H)(7).
 - Within sixty (60) days of HUD's approval, AHA's Board shall provide final approval and AHA will fully adopt and implement the amended *SCP*. *See* Paragraph IV. (F)(1)(d).
 - Upon adoption of the amended *SCP*, AHA will include the Pet Policy as a part of the lease by reference. AHA will provide the Pet Policy to each applicant at the

time of lease signing or to each resident during annual recertification. *See* Paragraph IV. (F)(6)(b).

- Upon adoption of the amended *SCP*, AHA will post the amended Pet Policy at all developments and AHA's Administrative Offices. *See* Paragraph IV. (F)(6)(c).
 - Within thirty (30) days of the implementation of the amended *SCP*, AHA shall post copies of the amended policies in all AHA site management offices, including *Signature Communities*, as well as in AHA occupancy offices and other places where applications are available. *See* Paragraph IV. (H)(5)(b).
 - Within forty-five (45) days of the implementation of the amended *SCP*, the VCA Administrator shall distribute to all current AHA employees, including contract employees, who have contact with applicants, residents or members of the public, information concerning how AHA will implement its new policies concerning reasonable accommodation, occupancy, transfer, application, grievance, lease, assistance animals and effective communication. This information shall consist of a copy of these policies as well as a letter explaining how AHA will implement the policies. *See* Paragraph IV. (H)(4)(a).
 - Within sixty (60) days of the implementation of the amended *SCP*, AHA shall commence distribution of the revised Reasonable Accommodation, Transfer, Grievance, Assistance Animal and Effective Communication policies to each applicant for an AHA-assisted unit or the applicant's designee at the time of application and lease signing, and to each AHA-assisted resident or the resident's designee during annual re-certification. *See* Paragraph IV. (H)(5)(a).
5. AHA shall develop a centralized database to identify and prioritize, according to date and time of transfer request or application date, AHA-assisted residents and applicants in *Affordable Developments* and *Signature Communities* who require the features of a UFAS-Accessible Unit. AHA will submit the proposed database template to HUD for its review; HUD will provide its approval, or comments, within thirty (30) days of receipt. *See* Paragraph IV. (F)(2)(c).
 6. AHA will develop and maintain, using data collected from each *PMCO* at AHA *Affordable developments* and each property manager at *Signature Communities*, a Transfer List that prioritizes the transfer of AHA-assisted residents who require a transfer due to a disability over new admissions of AHA-assisted applicants, according to the priorities set forth in the amended *SCP*. The Section 504/ADA Coordinator will review and monitor the Transfer List on a monthly basis. *See* Paragraph IV. (F)(g).
 7. AHA shall submit to HUD, for review and approval, an amended application for each *PMCO*. HUD will approve, or provide comments, on the amended application within fourteen (14) days of receipt. *See* Paragraph IV. (F)(3).
 8. AHA shall conduct and submit to HUD an internal review of AHA's Transfer and Waiting Lists (*Affordable* and *Signature*). HUD will approve or provide comments within thirty (30) days of receipt. *See* Paragraph IV. (G)(2).

- Within thirty (30) days of completion of the Transfer and Waiting List Reviews (*Affordable* and *Signature*), referenced in Paragraphs IV. (G)(2)-(4), above, if the Transfer and Waiting List reviews reveal applicants and residents (*Affordable* and *Signature*) who requested and require UFAS-Accessible Units, AHA shall conduct an internal review of the occupancy of UFAS-Accessible Units (in *Affordable Developments* and *Signature Communities*). HUD will approve, or provide comments, on AHA's Occupancy Reviews within thirty (30) days of receipt. *See* Paragraph IV. (G)(5).
 - Within thirty (30) days of HUD's approval of AHA's Transfer and Waiting List reviews, referenced in Paragraphs. IV. (G)(1)-(4), above, AHA shall submit a proposed Transfer and Waiting List Remediation Plan to HUD. HUD will provide its approval, or comments, within thirty (30) days of receipt. AHA will commence implementation of the Transfer and Waiting List Remediation Plan within thirty (30) days of HUD's approval. *See* Paragraph IV. (G)(6)(b).
 - Within thirty (30) days of HUD's approval of AHA's Occupancy reviews referenced in Paragraph IV. (G)(5), AHA will submit a proposed Occupancy Remediation Plan to HUD. HUD will provide its approval, or comments, within thirty (30) days of receipt. *See* Paragraph IV. (G)(7).
9. AHA's VCA Administrator shall distribute a letter or electronic mail describing the terms of the VCA to all current AHA employees, including contract employees, *PMCO* employees and *Signature Communities'* representatives, who have contact with applicants, residents or members of the public. *See* Paragraph IV. (H)(3)(a).
 10. AHA shall submit proposed educational programs for its *Affordable* and *Signature Communities* to HUD for its review and approval. HUD will approve, or provide comments, within thirty (30) days of receipt. *See* Paragraphs IV. (I)(1)(b) and (c).
 - Within one hundred twenty (120) days of receipt of HUD's approval of the educational program, AHA shall complete all training for the current AHA employees, (including *PMCO* and *Signature*) as defined in Paragraph IV. (I)(1)(a), above. *See* Paragraph IV. (I)(2)(b).

G. Within ninety (90) days of the effective date of the Agreement:

1. AHA shall submit its proposal to conduct a Section 504 Needs Assessment. HUD shall provide its approval, or comments, within thirty (30) days of receipt. *See* Paragraph IV. (C)(2).
2. Each *Affordable Development* will develop and implement a separate, site-based *UFAS-Accessible Unit Waiting List* (UFAS Waiting List) for eligible applicants and residents with disabilities who require UFAS-Accessible Units. AHA shall submit copies of the current *UFAS Waiting Lists* for each *Affordable Development* as part of its quarterly and semi-annual reports to HUD. *See* Paragraph IV. (F)(2)(d).
3. Each *Signature Community* will develop and maintain a separate, site-based *UFAS-Accessible Unit Waiting List* (UFAS Waiting List) for eligible AHA-assisted applicants and residents with disabilities who require UFAS-Accessible Units. AHA

shall submit copies of the current *UFAS Waiting Lists* for each *Signature Community* as part of its quarterly and semi-annual reports to HUD. *See Paragraph IV. (F)(2)(e).*

4. AHA shall send a letter to each of its *Signature Communities* and *PMCOs* instructing them to review their policies and procedures for compliance with Section 504, this Agreement and the Amended *SCP* referenced in Paragraph IV. (F)(1). *See Paragraph IV. (F)(9)(b).*

H. Within one-hundred twenty (120) days of the effective date of the Agreement:

1. AHA shall hire or appoint a VCA Administrator. *See Paragraph IV. (A)(2).*
 - Within thirty (30) days of the resignation or termination of the VCA Administrator, AHA shall provide HUD with the name of the Acting VCA Administrator. *See Paragraph IV. (A)(7).*
 - Within one hundred twenty (120) days of the resignation or termination of the VCA Administrator, AHA shall select a new VCA Administrator and provide HUD with written notice. *See Paragraph IV. (A)(8).*
2. AHA shall hire or appoint a Section 504/ADA Coordinator. Upon designation, AHA shall provide HUD with a copy of the Coordinator's resume and/or curriculum vitae. *See Paragraph IV. (B)(4).*
 - Within thirty (30) days of the Section 504/ADA Coordinator's resignation or termination, AHA shall designate an Acting Section 504/ADA Coordinator and provide HUD with the name of the individual selected. *See Paragraph IV. (B)(5)(a);*
 - Within ninety (90) days of the Section 504/ADA Coordinator's resignation or termination, AHA shall hire or appoint a new Section 504/ADA Coordinator. Upon selection, AHA shall provide HUD with the Coordinator's resume or curriculum vitae. *See Paragraphs IV. (B)(5)(b) and (c).*

I. Within one hundred forty (140) days of the effective date of the Agreement:

1. AHA, including AHA's Section 504/ADA Coordinator, shall review the *Signature* and *PMCO* policies and submit to HUD copies of the policies and procedures and an analysis of those provisions that require amendment to conform to the requirements of Section 504 and this Agreement. *See Paragraph IV. (F)(9)(c).*

J. No later than one hundred sixty (160) days after the effective date of this Agreement:

1. AHA shall meet with HUD and review any policy provisions that the *Signature Communities* and the *PMCOs* must revise to be in compliance with the requirements of Section 504 and this Agreement. *See Paragraph IV. (F)(9)(d).*
 - AHA shall require its *Signature Communities* and *PMCOs* to make changes that HUD requests with respect to AHA-assisted applicants/residents as soon as possible and no later than thirty (30) days after HUD informs AHA, including

AHA's Section 504/ADA Coordinator, that those changes are legally necessary. See Paragraph IV. (F)(9)(f).

- AHA shall submit the amended *Signature* and *PMCO* policies to HUD within thirty (30) days of the effective date of the amended policies. See Paragraph IV. (F)(9)(g).

K. Within thirty (30) days of all completed modifications at AHA's Main Administrative Offices:

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

L. No later than June 22, 2007:

1. AHA shall submit demolition/disposition applications to the Special Applications Center (SAC) for all housing units scheduled to be demolished, as reflected in **Appendix A** and referenced in AHA's letter to the Department, dated June 23, 2006, no later than June 22, 2007. The demo/dispo applications will exclude Bankhead Courts to be submitted to the SAC by October 2008. See Paragraph IV. (D)(1)(b).

M. Within one-hundred eighty-two (182) days of the effective date of the Agreement:

1. AHA shall submit a UFAS-Accessible Unit Plan. See Paragraph IV. (D)(2)(a).
 - Within thirty (30) days of receipt of both the UFAS-Accessible Unit Plan, Supplemental UFAS-Accessible Unit Plan(s) and Non-Housing Program Accessibility Plan(s), referenced in Paragraph IV. (D)(1), HUD shall provide its approval, or comments. See Paragraph IV. (2)(a)(iv).
 - Within sixty (60) days of HUD's approval of the UFAS-Accessible Unit, Supplemental UFAS-Accessible Unit Plan(s) and Non-Housing Program Accessibility Plan(s), referenced in Paragraph IV. (D)(2), AHA shall commence the construction, conversion or certification of three-hundred and ten (310) UFAS-Accessible Units. See Paragraph IV. (D)(1)(c).
2. AHA shall submit a Non-Housing Program Accessibility Plan for all developments identified in Appendix A. 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). See Paragraph IV. (E)(1)(a).

N. Within fifteen (15) days following the completion of AHA staff training referenced in Section IV. (I):

1. AHA shall disseminate to each head of household or their designee of the *Affordable Developments* the "AHA" Newsletter that provides a description of this Agreement

and a brief explanation of the Reasonable Accommodation, Effective Communication and Grievance Policies/Procedures. *See* Paragraph IV. (H)(5)(c).

2. The *Signature Communities*' on-site property managers shall send to each AHA-assisted head of household or their designee, a letter that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation, Effective Communication and Grievance Policies/Procedures. *See* Paragraph IV. (H)(5)(d).

O. Within thirty (30) days of completion of the staff training referenced in Paragraph IV. (I):

1. AHA shall send the HUD-approved *AHA* newsletter, referenced in Paragraph IV. (H)(6), to all heads of households or the resident's designee in AHA's *Affordable Developments*. *See* Paragraph IV. (H)(6)(a).
2. The *Signature Communities* will send the HUD-approved letter, referenced in Paragraph IV. (H)(7), above, to all heads of AHA-assisted households or the resident's designee in *Signature Communities*. *See* Paragraph IV. (H)(7)(a).

P. Within thirty (30) days of the implementation of the Reasonable Accommodation Policy and Procedures, referenced in Paragraph IV. (F)(4):

1. AHA's Section 504/ADA Coordinator shall coordinate and oversee AHA's reasonable accommodation process for applicants, residents, and members of the public who participate in AHA programs, and who reside in AHA-owned *Affordable Developments* and/or *Signature Communities*. *See* Paragraph IV. (F)(4)(b).
2. AHA's Section 504/ADA Coordinator shall develop and maintain a Reasonable Accommodation Log that documents each reasonable accommodation request by or on behalf of AHA-assisted applicants/residents for *Affordable Developments* and *Signature Communities*. *See* Paragraph IV. (F)(4)(c).
 - Upon the implementation of the Reasonable Accommodation Policy and Procedures and the reasonable accommodation provisions of the amended *SCP*, each AHA on-site property manager, including PMCO agents and *Signature Communities*, will maintain a Reasonable Accommodation Log for each reasonable accommodation request received. *See* Paragraph IV. (F)(4)(d).

Q. Within twelve (12) months of the effective date of the Agreement:

1. AHA shall conduct and submit a Section 504 Needs Assessment. *See* Paragraph IV. (C)(3).
 - Within twenty-one (21) days of AHA's submission of the completed Needs Assessment, HUD will meet with AHA if HUD determines an increased need for UFAS-Accessible Units that is necessary to meet the needs and preferences of AHA-assisted residents, AHA-assisted applicants and income-eligible persons with disabilities who require UFAS-Accessible Units. AHA shall submit its written response to HUD's analysis within fourteen (14) days of the meeting. The Department shall approve, or provide comments on, the proposed Section

504 Needs Assessment within forty-five (45) days of receipt of the Needs Assessment. *See* Paragraph IV. (C)(4).

- Within forty-five (45) days of the Department's approval of AHA's Needs Assessment, the Department, in consultation with AHA, shall determine the level of need of AHA residents, applicants and income-eligible individuals in the City of Atlanta and may amend upward the minimum five percent (5%) requirement, as set forth in Paragraph IV. (D)(1)(a), if the Department determines that the needs of AHA residents, applicants and income-eligible persons with disabilities in the City of Atlanta for UFAS-Accessible Units exceeds five percent (5%). *See* 24 C.F.R. § 8.25 (c). *See* Paragraph IV. (C)(7).
- Within forty-five (45) days of the Department's determination of an increased need for UFAS-Accessible Units following completion of the Needs Assessment, AHA shall submit a Supplemental UFAS-Accessible Unit Plan & Supplemental Non-Housing Program Accessibility Plan. *See* Paragraphs IV. (D)(2)(a)(ii) and IV. (E)(1)(a)(i). HUD shall provide its approval or comments within thirty (30) days of receipt. *See* Paragraph IV. (C)(8)(c)

R. Within sixty (60) days of AHA's completion of each of the UFAS Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, Supplemental UFAS-Accessible Unit Plan(s), as referenced in Paragraph IV. (D)(2):

1. AHA shall have the HUD-approved independent third-party organization certify 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. AHA will submit this documentation to HUD as part of its Quarterly or Semi-Annual Reports. *See* Paragraph IV. (D)(3)(c).

S. Within thirty (30) months of the effective date of the Agreement:

1. AHA shall submit evidence of demolition/disposition applications approved by the Special Applications Center (SAC) subsequent to the execution of this Agreement. *See* Paragraph IV. (D)(1)(f).
 - Within thirty (30) days of the Department's receipt and review of the SAC-approved demolition/disposition applications, HUD will make a one-time revision to AHA's Total Housing Units, as referenced in Paragraph IV. (D)(1) and Appendix A, and will revise Paragraphs IV. (D)(1)(a), (c), (d) and (e) to reflect the adjusted number of UFAS-Accessible Units that AHA will construct, convert, or certify in the final eighteen (18) months of this Agreement. *See* Paragraph IV. (D)(1)(f).
 - within thirty (30) days of the Department's determination to adjust the number of UFAS-Accessible Units that AHA will construct, convert or certify pursuant to this Agreement, AHA shall submit a Supplemental UFAS Accessible Unit Plan and Supplemental Non-Housing Program Accessibility Plan. HUD will provide its approval, or comments, within thirty (30) days of receipt. *See* Paragraphs IV. (D)(1)(f)(i)(3), (D)(2)(a)(iii) and IV. (E)(1)(a)(ii).

T. Within four (4) years of the effective date of the Agreement:

1. AHA shall demonstrate the completion of the construction, conversion, or certification of the three hundred and ten (310) UFAS-Accessible Units, as described in Paragraph IV. (D)(1)(a). *See* Paragraph IV. (D)(1)(d). Unless otherwise agreed by HUD pursuant to HUD's approval of AHA's UFAS-Accessible Unit Plan and Supplemental UFAS-Accessible Unit Plan, described in Paragraph IV. (D)(2), AHA will demonstrate the completion of:
 - (i) forty (40) UFAS-Accessible Units, as described in Paragraph IV. (D)(1), within one (1) year of the effective date of this Agreement;
 - (ii) an additional eighty (80) units within two (2) years of the effective date of this Agreement;
 - (iii) an additional eighty (80) units within three (3) years of the effective date of this Agreement; and
 - (iv) an additional one hundred and ten (110) units within four (4) years of the effective date of this Agreement for a cumulative three hundred and ten (310) units within four (4) years of the effective date of this Agreement. *See* Paragraph IV. (D)(1)(c) and (e).

U. Quarterly and Semi-Annual Reports:

Upon the effective date of this Agreement and at quarterly intervals for the first year after the effective date of this Agreement, AHA shall submit quarterly reports to HUD. Thereafter, if HUD determines that AHA has made satisfactory progress in the implementation of this Agreement, AHA will submit semi-annual reports to the Department for the duration of the Agreement. For purposes of this Agreement, the first quarterly report on the status of UFAS-Accessible Units and Non-Housing Programs will be due on May 31, 2007 and cover activity from the effective date of this Agreement to April 30, 2007. Thereafter, the reports will be due at quarterly intervals (e.g., August 31, 2007, November 30, 2007 and February 29, 2008 and May 31, 2008 report on the status of activities in the quarter ending as of July 31, 2007; October 31, 2007; January 31, 2008 and April 30, 2008. Thereafter, if HUD determines that AHA has made satisfactory progress in the implementation of this Agreement, AHA shall submit semi-annual reports to the Department. The Semi-Annual Reports will be due on July 31 and January 31 and report on the six (6) month period between January 1 and June 30 and between July 1 and December 31. AHA shall submit:

1. reports with respect to the construction, conversion, or certification of UFAS-Accessible Units and compliance with the HUD-approved UFAS-Accessible Unit Plan/Supplemental UFAS-Accessible Unit Plan(s), referenced in Paragraph IV. (D)(2), and the Non-Housing Program Accessibility Plan/Supplemental Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (E)(2). *See* Paragraphs IV. (D)(3)(c) and (D)(4).
2. copies of the current *UFAS Waiting Lists* for each *Affordable Development* as part of its quarterly and semi-annual reports to HUD. *See* Paragraph IV. (F)(2)(d).
3. copies of the current *UFAS Waiting Lists* for each *Signature Community* as part of its quarterly and semi-annual reports to HUD. *See* Paragraph IV. (F)(2)(e).

4. reports that track the implementation of the provisions of its amended *SCP*, as referenced in Paragraph IV. (F)(1), above, and the policies and procedures revised pursuant to Paragraphs IV. (F)(1)-(9) of this Agreement, as follows: (i) Transfer & Occupancy Policies and Lease/Lease Addendum (Paragraph IV. (F)(10)(a)(i) and Reasonable Accommodation Policy (Paragraph IV. (F)(10)(a)(ii).

V. For the duration of the Agreement:

1. AHA shall have a VCA Administrator or Acting VCA Administrator. *See* Paragraph IV. (A)(4).
2. AHA's Section 504/ADA Coordinator will review and monitor the Transfer List on a monthly basis. *See* Paragraph IV. (F)(g).
3. AHA shall maintain a computerized database of a current *List of Accessible Section 8 Units* (List); offer search assistance, including contacting the landlord(s) and arranging for accessible transportation, if required, in order to assist the voucher holder to view and locate an available accessible dwelling unit that meets the needs of the applicant or resident voucher holder; and, if necessary, approve a family request for an exception rent pursuant to 24 C.F.R. § 8.28 (a)(5) and request HUD's approval in accordance with § 982.504 (b)(2). *See* Paragraph IV. (G)(6)(e).
4. AHA shall maintain a signed and dated receipt for each current and new AHA employee and contract employee that verifies that the individual received the letter referenced in Paragraph IV. (H)(3)(a) above. *See* Paragraph IV. (H)(3)(c).
5. AHA shall maintain a signed and dated receipt for each current and new AHA employee and contract employee, who has contact with applicants, residents and members of the public, that verifies that the individual received the letter describing the terms of the VCA referenced in Paragraph IV. (H)(3)(a) above. *See* Paragraph IV. (H)(4)(c).
6. AHA shall provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation, Transfer, Assistance Animal and Effective Communication Policies to each AHA-assisted head of household, or the resident's designee, at the time of annual re-certification. AHA shall also continue to provide copies of the Reasonable Accommodation, Transfer, Grievance, Assistance Animal 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)(5)(e).
7. AHA's VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement; the logs will document training attendance for both AHA *Affordable* and *Signature* representatives. *See* Paragraph IV. (I)(1)(e).
8. Within sixty (60) days of each new AHA admissions, occupancy and transfer, and maintenance employee's entry date of service, AHA shall provide the videotaped HUD-approved educational program addressing the critical aspects referenced in Paragraphs IV. (I)(1)(b) and (I)(2), above. *See* Paragraph IV. (I)(3)(a).

9. AHA will provide additional training to AHA Admissions Staff, Occupancy Staff and Resident Managers (including *PMCO* and *Signature*). The annual, three (3) hour refresher course training will reiterate AHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations. *See* Paragraph IV. (I)(4)(a).
10. AHA will provide additional training to AHA Maintenance Staff (including *PMCO* and *Signature*). The annual, three (3) hour refresher course training will reiterate AHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, including emphasis on the accessibility requirements of UFAS and the ADA Accessibility Standards. *See* Paragraph IV. (I)(4)(b).
11. AHA shall provide HUD with at least ninety (90) days during any pre-construction period, and at least thirty (30) days notice during any construction, conversion or certification period, if AHA receives notice that it cannot meet the production rates, production dates and/or bedroom size production rates, as set forth in Paragraphs IV. (D)(1) and (D)(2). AHA's notification to HUD shall include a detailed explanation for each unit that will not be produced according to the timeframes set forth in Paragraphs IV. (D)(1) and (D)(2), specifying the reasons for the delay of each unit. *See* Paragraph IV. (D)(1)(i).

VI. RECORD KEEPING REQUIREMENTS

- A. AHA 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, AHA shall continue to maintain all AHA 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 AHA's implementation of the Section 504 and ADA requirements of this Agreement, in accordance with HUD's records retention requirements.
- C. During the term of this Agreement, AHA 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) employee and resident notifications; (4) employee education attendance; and (5) reasonable accommodations requests.
- D. During the term of this Agreement, AHA shall maintain copies of all disability-related complaints, claims, grievances, investigative records, and requests for reasonable accommodations and all review materials and documents related to the reasonable accommodation requests, including grievance process materials.
- E. Beginning one (1) year after the effective date of this Agreement, AHA shall provide an annual report on the disposition of the disability-related complaints, claims, grievances, and requests for reasonable accommodation(s) referenced in Paragraph VI. (D), above. Upon request, AHA also will make these records available for inspection to appropriate Department employees.

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor AHA's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and AHA will meet at least quarterly to discuss AHA's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with AHA's Voluntary Compliance Agreement Administrator, Section 504/ADA Coordinator and/or other appropriate AHA personnel to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. Prior to the expiration of any timeframe in this Agreement, AHA may submit a request for any extension supported by documentation of good cause. The Department shall review requests for extensions and grant them if they are reasonable.
- C. In the event that AHA 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.
- D. If AHA (hereinafter "the Affected Party") is prevented from performing its obligations under this Agreement by *force majeure*, such failure shall not constitute a default hereunder and the Affected Party's non-performance shall be excused during the continuance of the *force majeure* act or event and for the reasonable time period thereafter that the continuing effects of the act or event creating the *force majeure* continues to prevent performance, if the Affected Party promptly notifies the other Party in writing of the commencement of the *force majeure* act or event and thereafter of the termination of the lasting effects of the *force majeure* that have prevented performance. For purposes of this Agreement, *force majeure* means any extraordinary act or event (including a terrorist act, flood, hurricane, other severe adverse weather condition, war, strike, fire, casualties to key personnel or substantial reduction in HUD funding beyond annual fluctuations in the Department's funding) that prevents the Affected Party from performing its obligations hereunder and which is: (i) beyond the reasonable control and not arising out of the fault of the Affected Party; and (ii) the Affected Party has been unable to overcome the effects of such *force majeure* act or event by the exercise of due diligence and the utilization of reasonable efforts, skill and care.
- E. 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 AHA 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 AHA with a written statement specifying the facts of 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 HUD's findings of non-compliance. Upon receiving notice from HUD, AHA will have a period of sixty (60) days to resolve or cure the alleged non-compliance. However, if the Department determines that AHA 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. Violations of the terms of this Agreement so serious as to affect the integrity of an agency program, such as (1) a willful failure to perform in accordance with the terms of this Agreement; and (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth in 24 C.F.R. § 24.800; suspension, as set forth in 24 C.F.R. § 24.700; or limited denial of participation, as set forth in 24 C.F.R. § 24.1100.
 2. Any material 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 AHA's functions.
 3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as basis for HUD to direct AHA to take corrective action, as set forth in 24 C.F.R. § 968.335 (d)(5). Failure to take the required corrective action may result in HUD withholding some or all of AHA's Capital Fund Program funding. 24 C.F.R. § 968.335 (f)(1).
 4. Any material 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.
 5. Any material 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.
 6. Any material 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.
- B. 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

The Housing Authority of the City of Atlanta, Georgia:

Renée Lewis Glover
President and Chief Executive Officer

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 Ozdinec
Deputy Assistant Secretary for
Public Housing and Voucher
Programs
Office of Public and Indian Housing

Date

APPENDIX A
ATLANTA FUNDED PROPERTIES
(As of 12/31/2006)

PROJECT NAME	PROJECT NUMBER	UNIT COUNT	ESTIMATED DEMO SUBMISSION DATES
174 GA AVE APTS	GA006025	81	
2240 PEACHTREE RD	GA006045	197	
3601 PIEDMONT RD	GA006048	209	
ASHLEY COURTS	GA006083	46	
ASHLEY COURTS AT CASCADE, PHASE II	GA006087	41	
ASHLEY COURTS AT CASCADE, PHASE III	GA006090	29	
ASHLEY TERRACE	GA006084	34	
BANKHEAD COURTS ¹	GA006028	386	Oct-08
BARGE ROAD	GA006054	130	
BOWEN HOMES	GA006012	650	Nov-07
CAPITAL GATEWAY	GA006097	89	
CENTENNIAL PLACE I	GA006077	74	
CENTENNIAL PLACE II	GA006077A	70	
CENTENNIAL PLACE III	GA006077B	74	
CENTENNIAL PLACE IV	GA006077C	83	
CHESHIRE BRIDGE RD	GA006047	162	
COLLEGETOWN AT WEST END	GA006093	78	
COLUMBIA COMMONS	GA006092	48	
COLUMBIA VILLAGE	GA006081	30	
COSBY SPEAR TOWERS	GA006024	282	
EAST LAKE	GA006030	150	
HERNDON HOMES	GA006005R2	273	Oct-08
HIGHTOWER MANOR	GA006053	130	
HOLLYWOOD COURTS	GA006020	202	Oct-08
JUNIPER & TENTH	GA006043	150	
MAGNOLIA PARK I	GA006069	87	
MAGNOLIA PARK II	GA006086	73	
MARIAN APTS	GA006052	240	
MARIETTA ROAD HIGHRISE	GA006058	130	
MARTIN STREET PLAZA	GA006056	60	
PALMER HOUSE	GA006014	250	Mar-08
ROOSEVELT HOUSE	GA006027	257	Dec-08
SUMMERDALE COMMONS PHASE I	GA006070	41	
SUMMERDALE COMMONS PHASE II	GA006079	33	
THOMASVILLE HEIGHTS	GA006017	350	Nov-07
VILLAGE AT CARVER PHASE I	GA006085	110	
VILLAGE AT CARVER PHASE II	GA006091	33	

**APPENDIX A
ATLANTA FUNDED PROPERTIES
(As of 12/31/2006)**

VILLAGE AT CARVER PHASE III	GA006098	108	
VILLAGE AT CASTLEBERRY HILL PHASE I	GA006061	66	
VILLAGE AT CASTLEBERRY HILL PHASE II	GA006080	114	
VILLAGES OF EAST LAKE I	GA006065	91	
VILLAGES OF EAST LAKE II	GA006078	180	
WEST HIGHLANDS AT PERRY	GA006095	172	
	GA006089		
	GA006094		
WEST HIGHLANDS: COLUMBIA GROVE	GA006096	56	
WESTMINSTER APTS	GA006044	32	
TOTAL		6181	

PROPERTIES PROPOSED FOR IMMEDIATE DEMOLITION²

PROJECT NAME	PROJECT NUMBER	UNIT COUNT	ESTIMATED DEMO SUBMISSION DATES
ANTOINE GRAVES ANNEX	GA00626	100	APPROVED
ANTOINE GRAVES	GA006011	210	APPROVED
ENGLEWOOD MANOR	GA006023	320	Feb-07
JOHN O.CHILES	GA006013	250	APPROVED
JONESBORO NORTH	GA006032	100	Feb-07
JONESBORO SOUTH	GA006031	150	Feb-07
LEILA VALLEY	GA006029	124	Feb-07
MCDANIEL GLENN / MLK TOWERS ³	GA006016	154	APPROVED
UNIVERSITY HOMES	GA006010	500	APPROVED
U-RESCUE VILLA	GA006024	70	Feb-07
TOTAL		1978	

***Footnotes:**

1 In Renee Glover's June 22, 2006 letter to Bryan Greene, Ms. Glover stated that AHA anticipated immediate submission of a demolition or disposition application with respect to Bankhead Courts. AHA has modified its plans with respect to Bankhead Courts and anticipates it will not submit such application by June 22, 2007 as originally planned.

2 Application for demolition of the properties in this list will be submitted to SAC within the first quarter of 2007, and because of immediate plans for demolition, these properties are not included in the Total Housing Units.

3 McDaniel Glenn vacated all units as of October 2006. MLK Towers was originally part of this community and share the same GA Project Code Number. Unit count of 154 is for MLK Towers.