



U. S. Department of Housing and Urban Development

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1835 Assembly Street
Columbia, South Carolina 29201-2480
www.hud.gov

November 20, 2012

Mr. Tom Wilson
Executive Director
Georgetown Housing Authority
139 Scroggin Park
Georgetown, KY 40324

Re: Voluntary Compliance Agreement between HUD and the Georgetown Housing Authority

Dear Mr. Wilson:

We are pleased to transmit the executed copy of the Voluntary Compliance Agreement, which delineates the terms for full compliance to our findings issued on March 5-7, 2012. These findings, issued under Title VI, Section 504, ADA, Affirmatively Furthering Fair Housing, and Section 3, have been addressed in the Agreement and will continue to be monitored for completion.

Please ensure that timetables are completed and reports submitted to the Department in a timely manner. If these timetables are not realistic or you have run into difficulties in the process, please request an extension prior to the completion date as noted in the Agreement.

The Department will continue to provide technical assistance to you as needed in any civil rights program area. Please call Michele Roundtree at (502) 618-8148 for further assistance.

Sincerely,

A handwritten signature in black ink, reading "Patricia W. Green". The signature is written in a cursive style with a large, stylized "P" and "G".

Patricia W. Green
Director
Fair Housing and Equal
Opportunity Division

Enclosures



VOLUNTARY COMPLIANCE AGREEMENT

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

BETWEEN

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

GEORGETOWN HOUSING AUTHORITY

Section 504 Review: #04-12-R008-4

Title II of the Americans with Disabilities Act of 1990: #04-12-R008-D

Title VI of the Civil Rights Act of 1964: #04-12-R008-6

Section 3 of the Housing and Urban Development Act: #04-12-R008-3

Affirmatively Furthering Fair Housing §808(e)5: #04-12-R008-F

HOUSING AUTHORITY OF THE CITY OF GEORGETOWN, KENTUCKY
VOLUNTARY COMPLIANCE AGREEMENT
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INTRODUCTION

The Georgetown Housing Authority (hereinafter the HAG or the Agency), owns, operates, or controls a Public Housing and Section 8 Housing Choice Voucher programs consisting of housing and non-housing programs that includes, but is not limited to, parking lots, common entrances, management offices, laundry rooms, common areas, corridors, hallways, mail box centers, playgrounds, and trash dumpster areas. See the HAG's List of Properties, attached as **Appendix A**. The HAG receives various Federal funds to operate, maintain and make capital improvements to these projects. The U.S. Department of Housing and Urban Development (HUD) has funded the HAG's projects, in part, through the provision of operating subsidies and capital funding (including the Capital Funds Programs (CFP)).

The HAG is subject to Federal civil rights laws and regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); Title VI of the Civil Rights Act of 1964, (Title VI); Section 3 of the Housing and Urban Development Act (Section 3); and, Affirmatively Furthering Fair Housing (AFFH), and their respective implementing regulations for each. Also HUD's implementing regulations at 24 C.F.R. §960.103, as well as the relevant contractual provisions of the HAG's Consolidated Annual Contract.

During the week of March 5 – 7, 2012, HUD conducted a compliance review under the authorities of Section 504, ADA, Title VI, Section 3, and AFFH. HUD reviewed the HAG's Public Housing and Section 8 Housing Choice Voucher programs, services and activities. The HUD review included a review of the HAG's application and admission process; tenant selection and assignment policy and process; designated accessible housing units, including common areas; and, housing and non-housing programs and activities. In addition, HUD conducted an accessibility review of the HAG's Central Office, Scroggin Park, Washington Street, Main/Teddy/Lynn, Washington Heights, Northern Heights, Prather Place, and Lehahan Terrace. HUD's review included an examination of the HAG's waiting list, resident applications, and reasonable accommodation requests. HUD also reviewed the HAG's current policies and procedures, including the HAG's Admissions and Continued Occupancy Policy (ACOP). Finally, HUD conducted interviews with the residents and staff.

HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual units, as well as deficiencies in the HAG's policies and procedures. As a result of the compliance review on August 3, 2012, HUD issued its Letter of Finding of Non-Compliance (LOF) and a Letter of Determination (LOD) of the HAG's Public Housing program with Section 504, ADA, Title VI, Section 3, and AFFH.

The HAG agrees to enter into this Voluntary Compliance Agreement ("Agreement" or "VCA") in order to address the issues raised in the LOF and LOD in order to comply with its responsibilities under Section 504, ADA, Title VI, Section 3, and AFFH 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 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) and, where applicable, the Americans with Disabilities Act Standards for compliance and is accessible (ADA Standards), meet the minimum standards for compliance and is accessible. See 24 C.F.R. §§ 8.3; 8:32; 28 C.F.R. § 35, and Appendices D to F.

Accessible Route – A continuous unobstructed UFAS compliant path as prescribed in 24 C.F.R. §§ 8.3, 8:32, 4.3, and 28 C.F.R. § 35.151; and (see definition of “Dwelling Unit” and “Non-Housing Programs”).

Administrative Office – The HAG’s Main Office, 139 Scroggin Park, Georgetown, Kentucky.

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

Application Site – The HAG’s Main Office, 139 Scroggin Park, Georgetown, Kentucky as reflected in Appendix A.

Assistance Animals – 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 the HAG’s Pet Policy. 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 alleviates one or more identified symptoms or effects of a person’s disability. Assistance animals, often referred to as “service animals,” “assistance animals,” “support animals,” or “therapy animals,” perform disability-related functions.

Auxiliary Aids – Service that enables 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 involved. See 24 C.F.R. § 8.3.

Board of Commissioners – The Mayor of the City of Georgetown, KY appoints the officers, directors, successors and/or assignees to the Housing Authority of Georgetown (HAG). The HAG administers the Public Housing and Section 8 Housing Choice Voucher programs.

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

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

Effective Date – The effective date of this Agreement is the date of the last signature in Section XI.

Housing Authority of Georgetown (HAG) – The officers, directors, agents (including contract employees), private management agents/companies, employees and successors or assigns of the Housing Authority of Georgetown’s Public Housing and Section 8 Housing Choice Voucher programs.

Non-Housing Programs – All or any HAG-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, restrooms, 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, the HAG on-sites offices which is defined separately as “Administrative Office”, centers, day care facilities, corridors, hallways, restrooms, meeting rooms, recreation rooms, senior citizens, social service offices, mail delivery, laundry rooms/facilities and trash disposals. Furthermore, Non-Housing Programs including any aid, benefit or service provided by the HAG, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the HAG’s housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling unit 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.

PHVCA – Public Housing Voluntary Compliance Administrator.

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 24 C.F.R. § 3.5.

Total Housing Units – The total number of public housing units are 322. See **Appendix A**.

UFAS – Effective July 11, 1988, the design, construction, or alterations of buildings to ensure conformance as stated in §§ 3 - 8 of the Uniform Federal Accessibility Standards (UFAS) and it 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 on an accessible route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible unless HAG 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 Public Housing Program Voluntary Compliance Agreement (PHVCA) applies to all Federally funded projects under the Public Housing and Section 8 Housing Choice Voucher programs, related facilities, and activities that the HAG, its agents, successors, and assignees or beneficiaries owns, controls, operates or sponsors.
- B. The effective date of this Agreement is sixty (60) days from the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assignees of the HAG and HUD. This Agreement shall remain in effect until the HAG has satisfactorily completed the provisions set forth in this Agreement; or, for a minimum of five (5) years after the effective date of this Agreement, whichever is later. Notwithstanding these provisions, the HAG may request that HUD terminate this Agreement within the three (3) years period if the HAG believes it has satisfactorily completed the provisions of this Agreement.
- C. HAG's Annual Five Year Plan must be consistent with the requirements of this Agreement. The HAG 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; and planning and completion (including reservation of sufficient funding) of modifications to housing units, the HAG's Administrative Office and the HAG's Non-Housing Programs, in order to provide accessibility for persons with disabilities.
- D. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, ADA, Title VI, Section 3, and AFFH. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- E. This Agreement does not affect the ability of HUD or the HAG to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this PHVCA.
- F. This Agreement is a public document upon the effective date of signing of this Agreement. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law. The HAG shall provide a copy of this Agreement to any person upon written request.
- G. The HAG shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with the Privacy Act, and the State of Kentucky's Public Records Act. In no event will public disclosure include personally identifiable information regarding applicants or residents, if such disclosure violates the Federal Privacy Act.
- H. Notwithstanding any notice or consultation requirements of this Agreement, the HAG shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan ("PHA Plan") regulations at 24 C.F.R. Part 903.

- 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 the HAG's obligations, responsibilities, or technical requirements under Section 504, ADA, Title VI, Section 3, and AFFH conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- J. This Agreement does not supersede, or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- K. This Agreement does not affect any requirements for the HAG to comply with all requirements of Section 504, ADA, Title VI, Section 3, and AFFH not addressed in this Agreement.
- L. The HAG shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- M. This Agreement and the requirements herein are controlling in the event that HUD orders the HAG to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement.
- N. HAG will provide an alternate format, upon request, all notices correspondences and/or communications that this Agreement requires to be disseminated. See 24 C.F.R. § 8.6.
- O. The Department may increase the minimum five percent (5%) requirement, as set forth in Paragraph IV (D)(1) of this Agreement, if the Department determines, pursuant to 24 C.F.R. §§8.22 (c) and 8.23 (b)(2), that the needs of income eligible persons with disabilities in the City of Georgetown for UFAS Accessible Units exceeds the five percent (5%) requirement. See 24 C.F.R. §§ 8.25 (c).
- P. This Agreement, including the UFAS Accessible Unit Plan and Non-Housing Program Accessibility Plan, shall serve as HAG'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).
- Q. 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).

IV. SPECIFIC PROVISIONS

A. Voluntary Compliance Agreement Administrator/Section 504 Coordinator/Administrator

- 1. The HAG Executive Director (ED) is designated as the Public Housing Voluntary Compliance Agreement Administrator (PHVCA Administrator). The HAG Executive Director will hold this position for the duration of this Agreement and is responsible for coordinating all compliance activities under his Agreement. Specifically:
 - (a.) Implementing the provisions of this Agreement;

- (b.) Coordinating the activities of the HAG personnel who will assist the PHVCA Administrator in implementing this Agreement; and,
 - (c.) Submitting all reports, records and plans required by this Agreement.
2. The HAG shall commit sufficient resources so that the PHVCA Administrator can successfully accomplish these objectives. In the event that the PHVCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the HAG shall designate an Acting PHVCA Administrator within fourteen (14) days of this resignation or termination notice of the PHVCA Administrator. Upon designation, the HAG shall provide HUD with the name of the individual selected to serve as the Acting PHVCA Administrator.
 3. Within sixty (60) days of designating an Acting PHVCA Administrator, the HAG shall select a new PHVCA Administrator. Upon designation, the HAG shall provide HUD with written notice of the new PHVCA Administrator.
 4. Pursuant to 24 C.F.R. §8.53 (a) and 28 C.F.R. 35.107, and this Agreement. The HAG Executive Director (ED) is designated as the Section 504 Coordinator/Administrator. The Section 504 Coordinator/Administrator will perform the following functions:
 - (a.) Coordinate the HAG's compliance with Section 504 and HUD's implementing regulations;
 - (b.) Assume the duties set forth in this Agreement including, but not limited to, the development and implementation of the Reasonable Accommodation Policies and Procedures set forth in Paragraphs (F) below.
 - (c.) Coordinate HAG's compliance with ADA; and,
 - (d.) Coordinate with the HAG's Section 504 Coordinator/Administrator, as referenced in Paragraph IV (A), on the implementation of the provisions of this Agreement.
 5. The HAG Executive Director will serve as the HAG's Section 504 Coordinator/Administrator and has prior experience that demonstrates knowledge of and expertise concerning Section 504, ADA, Title VI, Section 3, and AFFH and their regulations implementing those statutes and applicable accessibility standards.
 6. In the event, the Section 504 Coordinator/Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the HAG shall:
 - a. Within fourteen (14) days of the Section 504 Coordinator/Administrator's resignation or termination, designate an Acting Section 504 Coordinator/Administrator. Upon designation, the HAG shall provide HUD with the name of the individual selected to serve as the Acting Section 504 Coordinator/Administrator.
 - b. Within sixty (60) days of designating the Acting Section 504 Coordinator/Administrator, the HAG shall hire or appoint a new Section 504 Coordinator/Administrator with experience demonstrating knowledge of and expertise concerning Section 504, ADA,

Title VI, Section 3, and AFFH and regulations implementing those statutes and applicable accessibility standards. HAG shall provide HUD with the name of the individual selected to serve as the Section 504 Coordinator/Administrator.

B. Remedies for Title VI Recordkeeping and Related Violations

1. Low Income Public Housing Program Waiting List: Within sixty (60) days of the effective date of this Agreement, HAG will submit to HUD a copy of its waiting list for review. The HAG will ensure that all applicant(s) wait time is less than 120 days from the date of submittal and will notate on its waiting list the reason(s) why the wait time exceeded 120 days.
2. Admissions and Continued Occupancy Policy (ACOP): The HAG's will amend Admissions and Continued Occupancy Policy (ACOP) referenced in Paragraph IV (F)(1), will incorporate the HUD changes to it wait time waiting list amendment, referenced in Paragraph IV (B)(1), above;
3. Reporting Requirements: HAG shall develop and submit to HUD Semi-annual Reports that track the HAG wait time on its waiting list for review as referenced in Paragraph IV (B)(1). The waiting list reports will include the following:
 - (1.) Applicant's race, ethnicity, familial/elderly and disability status;
 - (2.) Date of application;
 - (3.) Date applicant placed on waiting list;
 - (4.) Date and time of unit offer;
 - (5.) Number and location of unit offered;
 - (6.) Date of unit acceptance or refusal;
 - (7.) Date of move-in;
 - (8.) Reason why wait time is more than 120 days;
 - (9.) Date applicant(s) were removed from waiting list and justification(s) for removal.

C. Housing Programs

1. Provision of UFAS Accessible Units:
 - a. The HAG will construct and/or convert the 14 designated UFAS units including two (2) designated vision and hearing impaired units of its 322 public housing units, as delineated at Appendix A, as UFAS Accessible units, subject to the requirements of the UFAS Accessible Unit Plan, referenced in Paragraph IV (D)(2) below.
 - b. The construction and/or conversion of the 14 UFAS Accessible Units to include two (2) designated vision and hearing impaired shall commence no later than sixty (60) days following HUD's approval of the HAG's UFAS Accessible Unit Plan, described in Paragraph IV (D)(2) below.
 - c. The HAG must demonstrate the completion of the conversion of its fourteen (14) designated UFAS units to include two (2) vision and hearing impaired units, as described in Paragraph IV (D)(2) within five (5) years of the effective date of this Agreement.

- d. Unless otherwise agreed to by HUD pursuant to HUD's approval of the HAG's UFAS Accessible Unit Plan, described in Paragraph IV (D)(2), HAG will demonstrate the completion of the following;
- (i) Two (2) units to include one (1) vision and/or hearing impaired unit described in Paragraph IV (D)(1), no later than one (1) year from the effective date of this Agreement;
 - (ii) Three (3) units to include one (1) vision and/or hearing impaired unit described in Paragraph IV (D)(1) no later than two (2) years from the effective date of this Agreement.
 - (iii) Three (3) units described in Paragraph IV (D)(1) no later than three (3) years from the effective date of this Agreement.
 - (iv) Three (3) units described in Paragraph IV (D)(1) no later than four (4) years from the effective date of this Agreement.
 - (vi) Three (3) units described in Paragraph IV (D)(1) no later than five (5) years from the effective date of this Agreement.
- e. The HAG shall reserve sufficient funding to achieve the annual rates for completion of UFAS Accessible Units as set forth in Paragraph IV (D)(1)(d). Except in the event of a natural disaster, Act of *God, force majeure* or other such emergency requiring immediate expenditures, insufficient funds will not excuse the HAG's obligations to perform any of the obligations required pursuant to this Agreement.
- f. If, at any time HAG has cause to believe that it will not be able to meet the annual production rates for a particular year as outlined in Paragraph (D)(1)(d). The HAG shall notify HUD of the reason and provide supporting documentation including proposed production schedules for the remaining term of the Agreement. HUD will review the request and make a determination of approval or denial.
- g. A UFAS Accessible Unit will not be deemed completed under Paragraph (D)(1) (d) until the Non-Housing Programs serving that unit are accessible to persons with disabilities. HAG's UFAS Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate HAG's work to ensure achievement of both non-housing program accessibility and the production of UFAS Accessible units. The Non-Housing Programs Accessibility Plan, referenced in Paragraph IV (E) below, will identify those Non-Housing Programs that are currently inaccessible to persons with disabilities and coordinate the timeframes for completion of modifications to the Non-Housing Programs and UFAS Accessible Unit Plan.
- h. Nothing in this Agreement diminishes the HAG'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; and, to gain the same benefit or to reach the same level of achievement as provided to others.

2. UFAS Accessible Unit Plan:

- a. Within one hundred twenty (120) days of the effective date of this Agreement, the HAG will submit, for HUD's review and approval, its UFAS Accessible Unit Plan for all developments identified in Appendix A. HUD will provide the HAG with its approval, or comments, within forty-five (45) days of receipt of both the HAG's proposed UFAS Accessible Unit Plan and Non-Housing Program Accessibility Plan.
- b. The Plan will address all developments covered under this Agreement, as referenced in Appendix A and will be in an EXCEL or compatible format including the following information:
 - (i.) Total number of UFAS Accessible Units to be converted or certified annually;
 - (ii.) Development name, number, and location, including elderly or family designation;
 - (iii.) Bedroom size distribution for proposed UFAS Accessible Units in each development;
 - (iv.) The percentage of all UFAS Accessible Units in the development;
 - (v.) Current occupancy status of any units to be modified;
 - (vi.) Relocation plan for any currently occupied units;
 - (vii.) Vacancy rates at each development; and,
 - (viii.) Two (2) vision and hearing impaired units as set forth in Paragraph IV (D)(1).
- c. The UFAS Accessible Unit Plan shall include a site map for each development that includes the following:
 - (i.) Development and UFAS Accessible unit address or location;
 - (ii.) Total number of units to be converted or certified as UFAS Accessible;
 - (iii.) Bedroom size of UFAS Accessible Units;
 - (iv.) 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,
 - (v.) Common areas that are inaccessible.
- d. If the HAG proposes to modify fewer than five percent (5%) of the UFAS Accessible units in a given development, then the HAG 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 of those developments. The number of UFAS Accessibility Units in any particular development may not exceed twenty-five percent (25%) of the total units in a single development.

- e. 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 the following reasonable health and safety requirements:

- (i). Distributed throughout the HAG's public housing developments and sites; and,
- (ii.) Available in a sufficient range of sizes and amenities so that qualified individuals with disabilities have a choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

3. Certification of UFAS Accessible Units:

- a. Within one hundred (120) days of the effective date of this Agreement, the HAG will submit, for HUD review and approval, the name, qualifications and experience of an independent third-party architectural and/or engineering firm with whom the HAG proposes to contract with to review and certify Section 504 modification made pursuant to this Agreement. The third-party organization must have experience in reviewing/inspecting architectural design and construction to ensure compliance with Section 504, UFAS, and ADA. HUD will provide its approval or comments within thirty (30) days of the HAG's submission of the proposed architectural/engineering firm.
- b. The HUD approved independent third-party selected to review and certify the modifications made pursuant to this Agreement shall:
 - (i.) Submit documentation to the HAG 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 with whom the HAG contracts for the purposes of developing the plans/drawings/ blueprints for the modifications made pursuant to the HAG's UFAS Accessible Unit Plan and Non-Housing Program Accessibility Plan, described in Paragraph IV (D)(2) and IV (E)(1), and the Administrative Office Accessibility Plan, referenced in Paragraph IV (E)(2).
- c. Within ninety (90) days of the HAG's completion of each of the UFAS Accessible Units according to the HUD approved UFAS Accessible Unit Plan. The HAG will have the HUD approved independent third-party certify, that the UFAS Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of Section 504, UFAS and ADA Accessibility Standards. The HAG will submit this documentation to HUD as part of its Quarterly Reports. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

4. Status Report for UFAS Accessible Units:

- a. The HAG will submit Semi-annual Reports to HUD with respect to the conversion or certification of UFAS Accessible Units. The Semi-annual Reports will provide the following information:

- (i.) The number of UFAS Accessible Units for which funds have been allocated;
 - (ii.) The physical work that has been undertaken by development name and complete unit address; and,
 - (iii.) The physical work that has been completed by development name and complete unit address.
- b. The HAG will provide a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD approved UFAS Accessible Unit Plan. The HAG's failure to report delays in a timely fashion will have a negative impact on HUD's consideration of any of the HAG request(s) for adjustment(s) in annual rates or attempts to resolve or cure any alleged non-compliance pursuant to Section VIII.

D. Non-Housing Programs

1. Non-Housing Program Accessibility Plan:

- a. Within one hundred twenty (120) days of the effective date of this Agreement, the HAG will submit, for HUD's review and approval, its Non-Housing Program Accessibility Plan. HUD will provide its approval, or comments, within forty-five (45) days of receipt of both the Non-Housing Program Accessibility Plan and the UFAS Accessible Unit Plan, referenced in Paragraph IV (D).
- b. The HAG's Non-Housing Program Accessibility Plan will ensure that HAG'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, restrooms, laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers, and day care facilities. *See* 24 C.F.R. § 8.21. This plan must include accessible transportation if transportation is or must be provided to take persons with disabilities (including their accompanying family members and friends without disabilities) to HAG-sponsored services, program, or activities.
- c. 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;
 - (iii.) An annual timetable that coincides with the UFAS Accessible Unit Plan, not to exceed five (5) years for completion of the approved work; and,
 - (iv.) Identification of the source of the funding to accomplish each task.
- d. 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. 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, the HAG 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), must be accessible before the UFAS Accessible Units will be deemed completed to comply with the annual production rates of UFAS Accessible Units as set forth in Paragraph IV (D). HAG's UFAS Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate the HAG's work to ensure achievement of both non-housing program accessibility and the production of UFAS Accessible Units.

2. **Administrative Office and Application Site Accessibility Plan:**

- a. Within one hundred-twenty (120) days of the effective date of this Agreement, HAG will submit, for HUD's review and approval, its Administrative Office and Application Accessibility Plan to make the HAG's offices accessible to persons with disabilities and ensure the offices comply with the relevant Section 504, UFAS and ADA Accessibility Standards. HUD will provide its approval, or comments, within forty-five (45) days of receipt of the Administrative Office and Application Site Accessibility Plan.
- b. Until completion of the all modifications to HAG Administrative Offices and Application Sites. The HAG shall make reasonable accommodations to persons with disabilities to ensure that they have an equal opportunity to participate in the programs, services and activities currently located in the HAG's Administrative Office and Application Sites.
- c. The Administrative Office and Application Sites Accessibility Plan will include accessible routes into and throughout the HAG's programs, services and/or activities located at the Administrative Office and Application Site Offices, accessible parking and transportation stops, including accessible signage.
- d. The Plan must include accessible transportation if transportation is or must be provided to take persons with disabilities (including their accompanying family members and friends without disabilities) from the Administrative Office and Application Sites to HAG sponsored programs services or activities.
- e. The Administrative Office and Application Site Accessibility Plan must include:
 - (i.) Specific elements to be made accessible;
 - (ii.) A timetable not to exceed six (6) months for completing the work;
 - (iii.) Interim timeframes and benchmarks for meeting the six (6) month deadline; and,
 - (iv.) Identification of the source of funding to accomplish each task.
- f. If accessibility cannot be achieved at a particular space due to structural infeasibility and/or an undue financial and administrative burden, the HAG 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 the HAG's Administrative Office and Application Sites. The HAG will provide certification, through the HUD approved independent third-party organization, as referenced in Paragraph IV (D)(3), that

the HAG's offices comply with the accessibility requirements of Section 504, UFAS, and ADA Accessibility Standards.

- h. HUD reserves the right to conduct periodic on-site inspections of the HAG's offices to ensure that the modifications are in compliance with UFAS, Section 504, and ADA Accessibility Standards. In addition, HUD reserves the right to ensure that the HAG's programs, services, and activities located in the Administrative Office and Application Site Offices are accessible to individuals with disabilities in compliance with Section 504, UFAS, and ADA.

E. Policies and Procedures

1. Admissions and Continued Occupancy Policy (ACOP)

- a. Within ninety (90) days of the effective date of this Agreement, HAG shall submit an amended Admissions and Continued Occupancy Policy (Amended ACOP) to HUD for its review and approval.
- b. The proposed, amended ACOP will incorporate the Policies and Procedures referenced in this Agreement, as follows:
 - (i.) Waiting List
 - (ii.) Public Housing Application Processing Policy and Procedures
 - (iii.) Transfer Policy
 - (iv.) Reasonable Accommodation Policy
 - (v.) Pet Policy
 - (vi.) Grievance Policy
 - (vii.) Public Housing Outreach Efforts
 - (viii.) Reporting Requirements
- c. HUD will provide its approval, or comments, to the amended ACOP within forty-five (45) days of receipt;
- d. Within thirty (30) days of HUD's approval, HAG shall submit the amended ACOP to HAG Board of Commissioners to be submitted for public comment pursuant to 24 C.F.R. Part 960;
- e. Within thirty (30) days of the close of public comment period, the Board shall approve and HAG will fully adopt and implement the amended ACOP.

2. Low Income Public Housing Program Waiting List

Within sixty (60) days of the effective date of this Agreement, HAG will submit to HUD a copy of its waiting list for review. The HAG goal is to ensure that all applicant(s) wait time is less than 120 days from the date of submittal. In the event, the wait time exceeds 120 days HAG will notate on its waiting list the reason(s) for the delay.

HAG shall develop and submit to HUD Semi-annual Reports that track the HAG wait time on its waiting list for review as referenced in Paragraph IV (B)(I). The waiting list reports will include the following:

- (i.) Applicant's race, ethnicity, familial/elderly and disability status;
- (ii.) Date of application;
- (iii.) Date applicant placed on waiting list;
- (iv.) Date and time of unit offer;
- (v.) Number and location of unit offered;
- (vi.) Date of unit acceptance or refusal;
- (vii.) Date of move-in;
- (viii.) Reason why wait time is more than 120 days; and,
- (ix.) Date applicant(s) were removed from waiting list and justification(s) for removal.

3. Public Housing Application Processing Policy and Procedures

There are currently thirty (30) tenants who are either over and/or under house as discovered during the on-site review. Also, a review of the tenant files shows there are twelve (12) disabled tenants who may or may not need a unit that meets their disability needs.

Within ninety (90) days of the effective date of this Agreement, HAG shall address the over-housed or under-housed tenants and assist tenants who are in need of a handicap units or the accessibility features. The HAG will provide an excel spreadsheet to include the following:

- (i.) Name, unit address, and site location;
- (ii.) Disability status of household member or head of household;
- (iii.) Moved to handicapped unit or a modify unit with accessible features;
- (iv.) Date moved to handicapped unit;
- (v.) Date of modification to unit and what accessible features were installed, repaired, or replaced;
- (vi.) Number of household members; and,
- (vii.) Date of transfer and unit address for over or under housed tenant.

4. Transfers Policy

- a. The HAG's amended ACOP, submitted under Paragraph IV (F)(1) above, shall include the following revisions to its Transfer Policy to address the transfers of residents and placement of applicants with disabilities into the HAG's UFAS Accessible Units:
 - (i.) Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS Accessible Units will be centrally coordinated through the Section 504 Coordinator/Administrator with the assistance of a HAG Occupancy Specialist for the public housing programs;
 - (ii.) When an accessible unit becomes available, the unit will first be offered to a current occupant with disabilities in the same development who requires the accessibility features of the vacant, accessible unit and is occupying a unit not having those features;

- (iii.) If there is no current resident in the same development that requires the accessibility features of the vacant, accessible unit, then it will be offered to a resident with disabilities residing in another development who requires the accessibility features of unit;
 - (iv.) If there is no current resident who requires the accessibility features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, accessible unit; and,
 - (v.) If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant available unit, on the waiting list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27.
- b. Within sixty (60) days of the effective date of this Agreement, HAG's will develop and maintain a Transfer List that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended ACOP. The HAG will update and maintain the Transfer List on a monthly basis. The transfer list will document the following:
- (i.) Date and time of each transfer request;
 - (ii.) Name and address of resident(s);
 - (iii.) Reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features;
 - (iv.) Current disposition of transfer request;
 - (v.) Date of transfer;
 - (vi.) Name(s) of resident transferred out of a unit to accommodate a resident's disability per HAG's implantation of the Dwelling Lease that requires a resident without a disability to relocate to a vacant non-accessible unit at HAG's expense; and,
 - (vii.) Documentation to support the reason for the transfer to be placed in the tenant's file.

5. Reasonable Accommodation Policy

- a. Upon the adoption of the amended ACOP, referenced in Paragraph IV (F)(1), the HAG's Reasonable Accommodation Policy will cover the processing of requests for applicants, residents, and members of the public who are participants in their programs.
- b. Upon the implementation of the Reasonable Accommodation Policy and the reasonable accommodation provisions of the amended ACOP, the HAG will develop and maintain a Reasonable Accommodation Log that documents each reasonable accommodation request and received. The Reasonable Accommodation Log will include:
 - (i.) Date and time of the request or inquiry was received;
 - (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);

- (v.) Documentation reflecting the disposition of the requests;
 - (vi.) Reason for rejection or delayed; and,
 - (vii.) Date and time the site manager referred the request to HAG's Section 504 Coordinator/Administrator for processing and disposition.
- c. No later than two (2) business days after the HAG receives a request for reasonable accommodation(s), they shall forward the reasonable accommodation request(s) to the Section 504 Coordinator/Administrator for review, processing, and disposition.
- 6. Pet Policy
 - a. HAG's proposed amended ACOP, as referenced in Paragraph IV (F)(1), shall include the HAG's Pet Policy. The policy shall include:
 - (i.) An expressed inclusion for "Assistance Animals". The 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 HAG'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.) The Pet Policy shall not contain height, weight and breed restrictions for assistance/service animals, nor should the Pet Policy contain any requirements for "pet deposit," liability insurance and/or certification of training for assistance animals.
 - (iii.) The HAG will relocate the reasonable accommodation disclaimer stated at the bottom of each page in the Pet Policy and incorporate it into the Pet policy.
 - b. Upon adoption of the amended ACOP, the HAG will include the Pet Policy as an addendum to the lease. The HAG will provide the Pet Policy to each applicant at the time of lease signing or to each resident during the annual re-certification.
 - c. Upon adoption of the amended ACOP, the HAG will post the amended Pet Policy at all developments and the HAG's Administrative Offices.
 - d. The HAG will relocate the reasonable accommodation disclaimer stated at the bottom of each page and incorporate it into the Pet Policy.
- 7. Grievance Policy
 - a. The HAG's revised ACOP, as referenced in Paragraph IV (F)(a), shall include revisions to its Grievance Procedures. Within sixty (60) days of the effective date of this Agreement, the HAG shall adopt and implement the Grievance Procedures with the necessary changes. The Grievance Procedures are not intended to supersede an individual's right to initiate a claim or seek relief under Section 504, the Fair Housing Act, or any other Federal, State, or local civil rights statute(s).

- b. The HAG will relocate the reasonable accommodation disclaimer stated at the bottom of each page and incorporated it into the Grievance Policy.

8. Public Housing Outreach Efforts

- a. The HAG's revised ACOP, as referenced in Paragraph IV (F), shall include the HAG's Public Housing Outreach. Within sixty (60) days of the effective date of this Agreement, HAG will submit a Public Housing Outreach Plan that outlines the actions that HAG will take to market its public housing units to areas outside of the City of Georgetown. HUD will provide its approval, or comments, within forty-five (45) days of receipt.
- b. The HAG will contact the City of Lexington, KY an entitlement city to conduct education and outreach to assist the HAG with marketing to minority person(s) outside of the City of Georgetown, Kentucky.

9. Reporting Requirements

- a. HAG shall develop and submit to HUD Semi-Annual Reports that track the implementation of the provisions of its amended ACOP, as referenced in Paragraph IV (F) above, and the policies and procedures revised pursuant to Paragraphs IV (F) of this Agreement as follows:
 - (i.) Waiting List: Data showing (1) applicant's race, ethnicity, familial/elderly and disability status; (2) date of application; (3) date applicant placed on waiting list; (4) date and time of unit offer; (5) number and location of unit offered; (6) date of unit acceptance or refusal; (7) date of move-in; (8) reason why wait time is more than 120 days; and, (9) date applicant(s) were removed from waiting list and justification(s) for removal.
 - (ii.) Public Housing Application Processing Policy and Procedures: Data showing (1) Name, unit address, and site location; (2) disability status of household member or head of Household; (3) moved to handicapped unit or a modify unit with accessible features; (4) date moved to handicapped unit; (5) date of modification to unit and what accessible features were installed, repaired, or replaced; (6) number of household members; (7) date of transfer and unit address for over or under housed tenant.
 - (iii.) Transfer Policy: Data showing: (1) date and time of each transfer request; (2) name and address of resident(s); (3) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features; (4) current disposition of transfer request; (5) date of transfer; (6) name(s) of resident transferred out of a unit to accommodate a resident's disability per HAG's implantation of the Dwelling Lease that requires a resident without a disability to relocate to a vacant non-accessible unit at HAG's expense; and, (7) documentation to support the reason for the transfer to be placed in the tenant's file.
 - (iv.) Reasonable Accommodation Policy: A narrative description of each reasonable accommodation request and/or inquiry, including: (1) date and time of the request or inquiry was received; (2) nature of the request or inquiry; (3) action taken on the accommodation request(s) or inquiry; (4) if the request was rejected or changes made in the

requested accommodation(s); (5) documentation reflecting the disposition of the requests; (6) reason for rejection or delayed; and, (7) date and time the site manager referred the request to HAG's Section 504 Coordinator/Administrator for processing and disposition.

- (v.) Grievance Policy: Provide a narrative description of each grievance request including: (1) date and time of the request or inquiry; (2) nature of the request or inquiry; (3) action taken on the grievance request(s) or inquiry; (4) if the request was related to a disability provide a response to the request within 10-days of receipt of the request; and (5) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) or reasonable accommodation request indicated by a resident for either remaining in the current unit during modification(s) or transferring to an alternate accessible unit. The HAG will relocate the reasonable accommodation disclaimer stated at the bottom of each page and incorporate it into the Grievance Policy.
- (vi.) Pet Policy: Provide a copy of the Pet Policy to include all changes stated in Paragraph IV (F)(5). The policy will provide information regarding emotional support animals and what the HAG's procedures are for a resident to submit a request for an assistance animal based on the tenant's disability. The HAG will relocate the reasonable accommodation disclaimer stated at the bottom of each page and incorporate it into the Pet Policy.

F. Employee Education:

1. General

- a. The HAG shall train current and new employees, including contract employees, the HAG's Hearing Officer, and any employee who has direct contact with applicants and/or residents whose job duties includes tasks related to HAG compliance with this Agreement as it relates to Section 504, ADA, Title VI, Section 3, and AFFH including their respective implementing regulations and the accessibility standards applicable to each regulations. The training will also include sensitivity training as it relates to Section 504, ADA, Title VI, Section 3 and AFFH.
- b. Within one hundred (120) days of the effective date of this Agreement, the HAG shall develop an educational program with written curriculum, objectives and training schedule and HUD will provide its review and approval;
- c. The educational program will include: (i) a comprehensive description of the required training; (ii) a curriculum that is a minimum of eight (8) hours in length; (iii) the proposed schedule for the training sessions; and, (iv) name, resume, and/or curriculum vitae of each proposed trainer.
- d. HAG shall develop the educational programs, written curriculum, and training materials and conduct training sessions with the assistance of, or in consultation with, persons with expertise in training and addressing the needs of persons with disabilities. The proposed trainers may include Fair Housing Specialists/Contractors, Private Fair Housing Agency staff and/or Disability Rights Advocates with expertise in training and addressing the needs

of persons with disabilities. The trainers will also include the HAG's professional and management staff to address the procedural and operational aspects of this Agreement;

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

2. Current Employees

- a. The HAG shall provide the HUD-approved educational program to the HAG employees involved with the admissions, occupancy, and transfer of applicants and residents, including, but not limited to, principal and administrative staff, project managers, housing managers, housing assistants, application/occupancy specialists, and other admissions personnel, including the HAG's Hearings Officer, involved with applicants, resident services, residents or members of the public. The training will provide notice of the HAG's duties, responsibilities and procedures under this Agreement, Section 504, ADA, Title VI, Section 3, AFFH and other respective implementing regulations and the accessibility standards applicable to each regulation;
- b. Within ninety (90) days of receipt of HUD's approval of the educational program, the HAG shall complete all training for all current HAG employees;
- c. The HAG will invite the HAG's Board of Commissioners and the Resident Council(s) to participate in the training.

3. New Employees

- a. Within sixty (60) days of each new employee's entry date of service. The HAG shall provide a certification of training from a HUD approved training agency referenced in Paragraph IV (G) (1)(d).
- b. The training will inform the new employees of HAG's duties, responsibilities, and procedures under this Agreement, Section 504, ADA, Title VI, Section 3, and AFFH and their respective implementing regulations as well as the accessibility requirements of each regulation.

4. Additional Training:

- a. For the duration of this Agreement, in addition to the training for the current and new employees referenced in Paragraph IV.(G)(2) and (3) above, the HAG will provide additional training to the HAG Admissions Staff, Occupancy Staff, Resident Managers, and Maintenance Staff. The annual, three (3) hours refresher training will reiterate the HAG's duties, responsibilities, and procedures under this Agreement, Section 504, ADA, Title VI, Section 3, and AFFH and their respective implementing regulations as well as the accessibility requirements of each regulation.

5. Reporting:

- a. In HAG's Semi-Annual Reports submitted to HUD as required in this Agreement, the report shall include a summary of its progress toward developing the training programs and the dates the training sessions were conducted. For each training sessions the report shall indicate the date, number of persons trained, general subject matter of the training, and the name of the person conducting the training.

G. Publication and Notice

1. Alternate Formats

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

2. Employee Notification - Terms of Agreement

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

3. Employee Notification – Admissions, Occupancy, Transfer

- a. In conjunction with the Employees Training the PHVCA Administrator shall distribute to all current HAG employees, including contract employees, information concerning how the HAG will implement its new policies concerning admission, occupancy and transfer procedures for applicants and residents with disabilities. This information shall consist of a copy of these policies as well as a letter explaining how the HAG will implement the policies.

- b. Within ten (10) business days of the entry date of each new HAG employee, including contract employees, the HAG shall provide the new employee or contract employee a copy of the information.
- c. The HAG shall maintain signed and dated receipts for each current and new HAG employee and contract employee that verifies that the individual received this information. The HAG shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.

4. Employee Notification – Reasonable Accommodation

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

5. Reasonable Accommodation Letter to Residents

- a. Within thirty (30) days of HUD's approval of the amended ACOP, as referenced in Paragraph IV (F)(1), above, the HAG will provide to HUD, for its review and approval, a

draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all its residents or the resident's designee. HUD will approve or modify the letter within forty-five (45) days of receipt.

- b. Within thirty (30) days of completion of the staff training referenced in Paragraph IV (G), HAG will send the HUD approved letter referenced above by U.S. Postal Service postage pre-paid to all heads of households or the resident's designee. The reasonable accommodation letter shall:
 - (i.) Advise residents of their right to request reasonable accommodations, including accessible features, at the HAG's expense consistent with the HAG's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
 - (ii.) Include a list of different types of reasonable accommodations. For example, reasonable accommodation(s) may include, but are not limited to, documentation from the HAG 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; providing an accessible unit for individuals who use wheelchairs, or modifications to a current unit. Modifications may include, but are not limited to, installing 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, etc. The HAG shall offer these residents the option of remaining in their current unit while the HAG makes accessibility modifications in those circumstances where the unit modifications would not pose a health and safety risk to the current occupant(s) or, waiting to transfer, upon availability, to another unit that is accessible and meets the unit size requirement of the respective resident;
 - (iii.) Advise residents that if they previously made reasonable accommodations, including accessible features, at their personal expense, that they are entitled to the reimbursement of the funds expended, and that lease provisions prohibiting modifications to their unit do not apply to previously made reasonable accommodations. In addition, the reasonable accommodation letter will request information of reasonable costs incurred in making the modification(s), including supporting documentation, regarding accessibility features that the residents made with their personal funds.
 - (iv.) Provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the HAG's Reasonable Accommodation Policy;
 - (v.) Provide residents with the name, address, telephone and TTY/TDD numbers of the Section 504 Coordinator/Administrator. The letter will also request that residents call a dedicated number for the Section 504 Coordinator/Administrator's office to discuss their reasonable accommodation requests/inquiries.

V. RECORDKEEPING REQUIREMENTS

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

VI. REPORTING AND COMPLIANCE REQUIREMENTS

- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a federal holiday, the report will be due the first business days after the weekend or holiday.
- B. For the purpose of this Agreement, the reporting materials must be mailed to the following:

Natasha J. Watson, Louisville FHEO Center Director
U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
601 West Broadway, Room 110
Louisville, KY 40202

- C. As of the effective date of this Agreement the HAG has appointed the Executive Director as the Public Housing Voluntary Compliance Agreement Administrator (PHVCA) and Section 504 Coordinator/Administrator.
 - (1.) The HAG will submit a proposed, revised Dwelling Lease requiring that residents without a disability occupying a UFAS Accessible unit to relocate to a vacant, non-accessible unit, at HAG's expense, within thirty (30) days of notice by HAG that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. HUD will provide its approval, or comments, within fourteen (14) days of receipt.

(ii.) The HAG will distribute a letter describing the terms of the VCA to all current HAG employees. The letter will provide: (1) a summary of the general provisions of this Agreement; and (2) the policy and operational changes that HAG will be making to implement this Agreement.

(3.) The HAG will provide a copy of this Agreement to the HAG Executive Director, Assistant Executive Director, Board Members, Housing Manager, Assistant Housing Manager, Asset Manager, Resident Services employees, as well as all Executive Staff, and duly elected Resident's Council resident and/or an organizational leader.

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

(1) Submit for HUD review and approval proposed modifications to its Low Income Public Housing (LIPH) Program Waiting List to adopt a single LIPH waiting list that will combine all existing UPH Waiting Lists into one (1) waiting list organized according to time and date of application and preference(s). HUD shall provide its approval, or comments, within thirty (30) days of receipt.

(2) Submit to HUD for review and approval an amended application that: (i) asks applicants with disabilities to specify whether they need a unit with accessible features; and (ii) asks applicants with disabilities to specify if they require reasonable accommodation(s) during the application process and/or in their housing. HUD will approve, or provide comments, on the amended application within thirty (30) days of receipt.

(3) Develop, maintain, and submit to HUD a Transfer List that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended ACOP. The Section 504 Coordinator/Administrator will update and maintain the Transfer List on a monthly basis. The Transfer List will document the following:

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

(4) Submit to HUD a Public Housing Waiting List Plan to centralize and computerize the waiting lists for the Public Housing programs/developments for HUD's review and approval. HUD will provide its approval, and/or comments, to the proposed Plan, within thirty (30) days of receipt. The HAG will complete implementation of the computerized waiting list no later than thirty (30) days from HUD's approval.
The list should include:

- (i.) the timetable for completing the computerization of its waiting list(s);
- (ii.) tenant information;
- (iii.) a complete list of the UFAS Accessible Units by development;
- (iv.) a complete list of the units with accessible or adaptable features by development; and,
- (v.) a description of the computerized fields that will incorporate all of the information needed for existing residents and applicants.

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

- (1.) Submit for HUD's review and approval its UFAS Accessible Unit Plan for all developments identified in Appendix A. HUD will provide HAG with its approval or comments within forty-five (45) days of receipt of both HAG's proposed UFAS Accessible Unit Plan and Non-Housing Program Accessibility Plan.
- (2.) Submit for HUD review and approval the name, qualifications, and experience of an independent third-party organization with whom HAG proposes to contract for the review and certification of the Section 504 modifications made pursuant to this Agreement. HUD shall provide its approval or comments within forty-five (45) days of receipt.
- (3.) Submit for HUD's review and approval its Non-Housing Program Accessibility Plan. HUD will provide its approval or comments within forty-five (45) days of receipt of both the Non-Housing Program Accessibility and UFAS Accessible unit plans.
- (4.) Submit for HUD's review and approval its Main Administrative office Accessibility Plan to make HAG's Main Administrative offices located at 139 Scroggin Park, Georgetown, Kentucky accessible to persons with disabilities and ensures the offices comply with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval or comments within forty-five (45) days of receipt of the Main Administrative Offices Accessibility Plan.

F. Within thirty (30) days of the completion of the HAG staff training referenced in Paragraph IV (G) the HAG shall:

- (1.) Send to each head of household or the designee a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation Policy. The HAG will send a copy of this notice by U.S. Postal service first class mail to HUD.

G. Within thirty (30) days of all completed modifications at HAG's Main Administrative offices the HAG will:

- (1.) Provide certification, through the HUD-approved independent third-party organization and the HAG's Administrative offices will comply with the accessibility requirements of the UFAS and ADA Accessibility Standards.

H. Within thirty (30) days of HUD's approval of the amended ACOP the HAG shall:

- (1.) Approve, fully adopt, and implement the amended ACOP. Submit the amended ACOP to the HAG Board members and for public comment pursuant to 24 C.F.R. Part 960.

- (2.) To HUD for its review and approval a draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all its residents or the resident's designee. HUD will approve or modify the letter within thirty (30) days of receipt.
- (3.) Distribute the HUD approved Reasonable Accommodation letter and policy to current HAG employees. The letter will address:
- (4.) HAG's responsibilities to comply with civil rights laws and regulations set forth in this Agreement;
- (5.) HAG's responsibilities to comply with Title VI, Section 504, ADA, Section 3, and AFFH including the responsibility to provide reasonable accommodations to person with disabilities; and provide a comprehensive explanation of reasonable accommodations.
- (6.) Send the HUD approved reasonable accommodation letter and policy by U. S. mail, first class, to all heads of households or the resident's designee. The reasonable accommodation letter shall:
 - (i.) Advise residents of their right to request reasonable accommodations, including accessible features, at the HAG's expense consistent with the HAG's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
 - (ii.) Include a list of different types of reasonable accommodations. For example, reasonable accommodation(s) may include, but are not limited to, an accessible unit for individuals who use wheelchairs; grab bars in the bathroom; accessible door hardware; a roll-in shower; lowered counters in the kitchen; a ramp to the unit; accessible parking space; documentation from the HAG in an alternate format such as Braille, large print and/or audiocassette; effective communication for individuals with hearing disabilities such as a qualified sign language interpreter for public meetings, etc. The HAG shall offer these tenants the option of remaining in their current unit while the HAG makes accessibility modifications; or, waiting to transfer at HAG's expense, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant;
 - (iii.) Advise residents that if they previously made reasonable accommodations, including accessible features, at their personal expense, that they are entitled to the reimbursement of the funds expended, and that lease provisions prohibiting modifications to their unit do not apply to previously made reasonable accommodations. In addition, the reasonable accommodation letter will request information of reasonable costs incurred in making the modification(s), including supporting documentation, regarding accessibility features that the resident made with their personal funds;
 - (iv.) Provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the HAG's Reasonable Accommodation Policy; and,

- (v.) Provide residents with the name, address, telephone, and TTY/TDD number for the HAG's Section 504 Coordinator/Administrator. The letter will also request that residents call a dedicated number for the Section 504 Coordinator/Administrator's office to discuss their reasonable accommodation requests/inquiries.
- J. Within sixty (60) days following HUD's approval of the UFAS Accessible Unit Plan the HAG shall:
- (1.) Commence construction or conversion of the fourteen (14) UFAS Accessible units to include two (2) vision and/or hearing impaired units in five years as stated in this Agreement.
- K. Within ninety (90) days of each newly hired and current HAG employees the HAG shall:
- (1.) Provide proof to HUD that an approved Fair Housing Educational training was administer to each newly hired and current HAG employees.
 - (2.) Provide certification that newly hired and current HAG employees have completed Fair Housing training on Section 504, ADA, Title VI, Section 3, and AFFH.
- L. Within ninety (90) days of HAG's completion of each of the UF AS Accessible Units according to the HUD approved UFAS Accessible Unit Plan the HAG shall:
- (1.) Provide written certification through the HUD approved independent third-party organization that the UFAS Accessible Units including accessibility to the Non-Housing Programs comply with the requirements of UFAS and ADA Accessibility Standards. The HAG will submit this documentation to HUD as part of its Semi-annual Report.
- M. Upon the adoption of the amended ACOP the HAG shall:
- (1.) Commence the implementation of the amended Transfer, Grievance, and Pet Policy and will provide a copy of the amended policies to each applicant at the time of lease signing; or, to each resident during the annual re-certification; post it at all developments and the HAG's Administrative office.
 - (2.) Develop and maintain a Reasonable Accommodation Log that documents each reasonable accommodation request. Each on-site property manager will maintain a Reasonable Accommodation Log for each reasonable accommodation request received. The Reasonable Accommodation Log will include documentation regarding:
 - (i.) Date and time of the request or inquiry;
 - (ii.) Nature of the request or inquiry;
 - (iii.) Action taken on the accommodation request(s) or inquiry;
 - (iv.) If the request was rejected or changes made in the requested accommodation(s);
 - (v.) Documentation reflecting the disposition of the requests, including implementation date(s);
 - (vi.) Provide reason for rejection or delay;

- (vii.) Date and time the site manager referred the request to HAG's Section 504 Coordinator/Administrator for processing and disposition; and,
- (viii.) Date and time when the Section 504 Coordinator/Administrator process the request.

- (3.) Distribute the amended ACOP to all current and new HAG employees and information concerning how HAG will implement its new policies concerning admissions, occupancy and transfer procedures for applicants and residents with disabilities. This information shall consist of a copy of these policies as well as a letter explaining how HAG will implement the policies

N. During the first year after the effective date of this Agreement the HAG shall:

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

O. Within five (5) years of the effective date of this Agreement the HAG shall demonstrate the completion of the construction or conversion of the fourteen (14) UFAS Accessible Units and two (2) vision and/or hearing impaired units as follows:

- (i) Two (2) units and one(1) vision and/or hearing impaired unit described in Paragraph IV (d)(1), no later than one (1) year from the effective date of this Agreement; and,
- (ii) Three (3) units and one (1) vision and/or hearing impaired unit described in Paragraph IV (d)(1), no later than two (2) years from the effective date of this Agreement.
- (iii) Three (3) units as described in Paragraph IV(d)(1), no later than three (3) years from the effective date of this Agreement.
- (iv.) Three (3) units as described in Paragraph IV(d)(1), no later than four years from the effective date of this Agreement.
- (v.) Three (3) units as described in Paragraph IV(d)(1), no later than five years from the effective date of this Agreement.

P. Semi-annual Reports:

Upon the effective date of this Agreement and for the duration of this Agreement, the HAG shall submit Semi-annual Reports to HUD. For purposes of this Agreement, the first Semi-annual Report will be due on May 1, 2013 and will cover activity from the effective date of this Agreement to April 30, 2013. Thereafter, the Semi-annual Reports will be due at semi-annual intervals of (November 1, 2013, May 1, 2014, November 1, 2014, May 1, 2015, November 1, 2015, etc.) until the completion of this Agreement. For purposes of this Agreement, each Semi-

annual Report will cover the periods from November through April and May through October over the five year period of this Agreement.

T. Beginning on May 1, 2013, and at semi-annual intervals the HAG shall:

(1) Provide Semi-annual Reports that track the implementation of its HUD approved waiting list and it will include the following:

- (i.) Applicant's race, ethnicity, familial/elderly status and disability status;
- (ii.) Date of application and lease;
- (iii.) Date applicant placed on waiting list;
- (iv.) Applicant preference(s);
- (v.) How preference(s) verified;
- (vi.) Date and time of unit offer;
- (vii.) Number and location of unit offered;
- (viii.) Date of unit acceptance or refusal;
- (ix.) Date of move-in;
- (x.) Date of eviction;
- (xi.) Reason for move or transfer; and,
- (xii.) Date applicant removed from waiting list and justification(s) for removal.

(2) Within ninety (90) days of HAG's completion of each of the UFAS Accessible Units according to the HUD approved UFAS Accessible Unit Plan, the HAG shall provide written certification through the HUD approved independent third-party organization that the UFAS Accessible Units including accessibility to the Non-Housing Programs comply with the requirements of UFAS and the ADA Accessibility Standards. The HAG will submit this documentation to HUD as part of its Semi-annual Report. The HAG shall provide in the semi-annual Reports to document the production of the UFAS Accessible Units. The Semi-annual Reports will provide the following information:

- (i.) The number of UFAS Accessible Units for which funds have been reserved;
- (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;
- (iv.) Provide for each completed unit an independent verification of UFAS compliance by development and bedroom size.
- (v.) Include unit counts for the given reporting period and cumulatively from the effective date of this Agreement; and,
- (vi.) Provide a narrative to describe any delays encountered or anticipated in meeting the interim timeframes and benchmarks identified in the HUD approved UFAS Accessible Unit Plan.

(3.) The HAG will develop and submit Semi-annual Reports that track the implementation of the provisions of its amended ACOP and the policies and procedures revised of this Agreement, as follows:

(1.) Transfer Policy:

Data showing:

- (i.) Each transfer of residents without disabilities out of accessible units;
- (ii.) Each transfer of applicants and residents with disabilities into accessible units;
- (iii.) The occupancy of accessible units by residents with disabilities;
- (iv.) The number of persons on HAG's waiting list who require accessible units; and,
- (v.) The total number of accessible units specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.

(2.) Reasonable Accommodation Policy:

- (i.) A narrative description of each reasonable accommodation request and/or inquiry;
- (ii.) Date and time of the request or inquiry;
- (iii.) Nature of the request or inquiry;
- (iv.) Action taken on the accommodation request(s) or inquiry;
- (v.) If the request was rejected or changes made in the requested accommodation(s); and,
- (vi.) Documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for either remaining in the current unit during modification(s) or transferring to an alternate, accessible unit.

(3.) Training Policy:

Submit a Semi-annual Report that includes a summary of progress towards developing the training programs and the dates the training were conducted for HAG employees. For each date, the HAG shall indicate the number of persons trained and the general subject matter of the training.

U. For the duration of this Agreement the HAG shall:

- (a.) Within fourteen (14) days of the resignation or termination of the PHVCA Administrator/Section 504 Coordinator/Administrator the HAG will designate an Acting PHVCA Administrator/Section 504 Coordinator/Administrator.
- (b.) Within sixty (60) days of the resignation or termination of the PHVCA Administrator/Section 504 Coordinator/Administrator secure the services of a new qualified PHVCA Administrator/Section 504 Coordinator/Administrator. The HAG shall provide written notice of the selection of the new PHVCA Administrator/Section 504 Coordinator/Administrator and provide the Department with a copy of the PHVCA Administrator/Section 504 Coordinator/Administrator's resume and/or curriculum vitae.
- (c.) If at any time the HAG has cause to believe that it will not be able to meet the annual production rates for a particular year as outlined in Paragraph IV (D). The HAG shall notify HUD immediately of the reasons and provide supporting documentation including proposed production schedules for the remaining term of the Agreement. HUD will review the notification and documentation and make a determination to extend the date.
- (d.) Until completion of all modifications to HAG's Main Administrative offices. The HAG 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 HAG's Main Administrative offices.

- (e.) No later than two (2) business days after a site manager has received a request for reasonable accommodation(s), the site manager shall forward the reasonable accommodation request(s) to HAG's PHVCA Administrator/Section 504 Coordinator/Administrator for review, processing and disposition.
- (f.) The PHVCA Administrator/Section 504 Coordinator/Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.
- (g.) In addition to the training for current and new employees, the HAG shall provide annual refresher training to the HAG's Admissions Staff, Occupancy Staff, Resident Managers and Maintenance Staff. The annual three (3) hours refresher training will reiterate the HAG's duties, responsibilities and procedures under this Agreement covering the Section 504, ADA, Title VI, Section 3, and AFFH and their respective implementing regulations.
- (h.) Within ten (10) days of the entry date for each new HAG employee hired, the HAG shall provide the new employee a copy of the letter referenced in Paragraph (H)(4)(c).
- (i.) Maintain a signed and dated receipt for each current and new HAG employee that verifies that the individual received the letter referenced in Paragraph (H)(4)(c). The HAG shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
- (j.) Provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation Policy to each head of household, or the resident's designee, at the time of annual re-certification.
- (k.) 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.
- (l.) Maintain all HAG 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 HAG's implementation of the Section 504, ADA, Title VI, Section 3, and AFFH requirements of this Agreement.
- (m.) Maintain files containing documentation of its efforts to meet the following obligations of this Agreement: (1) UFAS Accessible Unit Plan; (2) Non-Housing Program Accessibility Plan; (3) Main Administrative Office Accessibility Plan; (4) Revised Policies; (5) Employee Notification; and, (6) Employee.
- (n.) Maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests including grievance process materials.
- (o.) Energy Audits and Energy Conservation Measures: 24 C.F.R. Part 965, Subpart C 24 C.F.R. §965.304 - Within the funds available to a PHA, energy conservation measures should be accomplished with the shortest pay-back periods funded first. A PHA may make adjustments to this funding order because of insufficient funds to accomplish high-cost

energy conservation measures (ECM) or where an ECM with a longer pay-back period can be more efficiently installed in conjunction with other planned modernization. 24 C.F.R. §965.306 - Energy conservation equipment and practices - in the operation of their facilities, PHAs shall follow operating practices directed to maximum energy conservation.

VII. IMPLEMENTATION, MONITORING AND ENFORCEMENT

HUD will monitor the HAG's implementation of this Agreement. During the first year after the effective date of this **Agreement**, HUD and the HAG will meet quarterly to discuss the HAG's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with the HAG's Executive Director, VCA Administrator, Section 504 Coordinator/Administrator, Claims Administrator, and/or other appropriate HAG personnel, with notice to the Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.

In the event that the HAG fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce the terms of this Agreement by any contractual, statutory, or regulatory remedy available to HUD.

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 the HAG under this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

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 the HAG 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. However, if HUD determines that the HAG has not satisfactorily resolved the findings of non-compliance, HUD may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.

The parties recognize HAG's current remedial requirements referenced above and understand that should those circumstances impede the HAG's performance under this agreement, reasonable accommodation may be made that allow HAG to satisfy the requirements addressed by this agreement, while permitting HAG to continue providing quality and affordable housing for its residents.

Any act(s) or omission(s) by a HAG employee who violates the terms of this Agreement may serve as grounds for HUD's imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.

Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract with respect to some or all of the HAG's functions.

Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's withholding some or all of HAG's Capital Fund Program funding. 24 C.F.R. § 968.335.

Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD to deny the HAG high performer status. 24 C.F.R § 901.115(e).

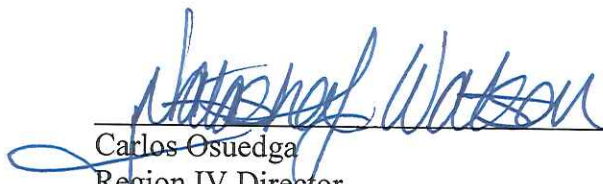
Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.

Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD to conduct a compliance review under Section 504, the ADA, Title VI, or other appropriate statutory or regulatory authority.

Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for the failure to comply with civil rights authorities.


The acts set forth in this Section are not mutually exclusive, and HUD has the right to pursue any or all of these remedies or any other remedies available under law.

IX. SIGNATURES



Carlos Osuedga
Region IV Director
Office of Fair Housing and Equal Opportunity

10/29/2012
Date



Tom Wilson
Executive Director
Georgetown Housing Authority

10 19 12
Date

Cc: Michael Browder, Public Housing Director

Appendix A

Georgetown Public Housing Program

<u>Site Name</u>	<u>Total units</u>	<u>UFAS units</u>
Scroggin Park (Main office)	108	6
Washington Street	10	0
Main/Teddy/Lynn	32	2
Washington Heights	32	1
Northern Heights	49	0
Prather Place	35	3
Lehahan Terrence	<u>56</u>	<u>2</u>
Total	322	14