

July 17, 2008

Ms. Lynn Grosso
Director, Office of Enforcement
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 7th Street S.W., Room #5226
Washington, D.C. 20410-2000

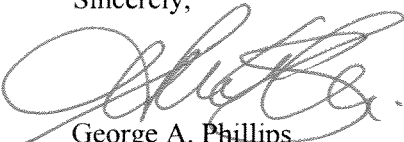
Dear Ms. Grosso:

I am in receipt of the final Voluntary Compliance Agreement (VCA) dated July 1, 2008. Please find two copies of the signed VCA enclosed. Also enclosed is a signed copy of Resolution Number 62-08 approving execution of the VCA. This Resolution was passed unanimously by CMHA's Board of Commissioners on July 9, 2008.

I would like to thank you and your staff for your cooperation throughout the negotiation process. CMHA looks forward to finalizing the execution of the VCA and continuing to work with your office throughout its implementation.

Please contact me at (216) 348-5911 if I can be of any further assistance.

Sincerely,


George A. Phillips
Chief Executive Officer

Resolution authorizing CMHA to enter into a Voluntary Compliance Agreement with the United States Department Of Housing and Urban Development, pursuant to Letter Of Findings Of Noncompliance Dated September 28, 2007

WHEREAS, the United States Department of Housing and Urban Development (HUD) conducted a review of CMHA's compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA); and

WHEREAS, HUD determined that CMHA is not in compliance with Section 504 of the Rehabilitation Act of 1973 and Title II of the ADA, and issued a Letter of Findings of Noncompliance dated September 28, 2007; and

WHEREAS, CMHA has been negotiating with HUD on a Voluntary Compliance Agreement between CMHA and HUD that sets forth specific reporting and compliance requirements, and recordkeeping requirements which, when implemented, will enable CMHA to obtain compliance with the Section 504 and ADA mandates as set forth in the VCA.

THEREFORE, BE IT RESOLVED by the Cuyahoga Metropolitan Housing Authority Board of Commissioners that:

Section 1. The Chief Executive Officer, or his designee, is authorized to conclude negotiations and execute a Voluntary Compliance Agreement with the United States Department of Housing and Urban Development.

Section 2. The Chief Executive Officer, or his designee, is authorized to fully execute all provisions of the Voluntary Compliance Agreement in order to achieve compliance with Section 504 and ADA mandates.

Section 3. The Chief Executive Officer is hereby authorized to do all things necessary to carry out the intent of this resolution.

Upon motion duly made, the resolution was unanimously adopted and approved. Adopted **July 9, 2008**


George A. Phillips, Chief Executive Officer

VOLUNTARY COMPLIANCE AGREEMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE CUYAHOGA METROPOLITAN HOUSING AUTHORITY

**VOLUNTARY COMPLIANCE AGREEMENT
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THE CUYAHOGA METROPOLITAN HOUSING AUTHORITY
VOLUNTARY COMPLIANCE AGREEMENT

LIST OF APPENDICES

Appendix Description

A List of Total Housing Units as of May 6, 2008

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

VOLUNTARY COMPLIANCE AGREEMENT

I. INTRODUCTION

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

CMHA is subject to Federal civil rights laws and regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504)¹; Title II of the Americans with Disabilities Act of 1990 (ADA)²; the Fair Housing Act of 1968, as amended (Fair Housing Act)³; the Architectural Barriers Act of 1968⁴; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)⁵; and the respective implementing regulations for each Act. See also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53.

During the week of March 26, 2007, the Department conducted an on-site review of CMHA's compliance with Section 504 and the ADA. The Department's March, 2007 compliance review focused primarily on CMHA's Low Income Public Housing (LIPH) program.⁶ The review included an examination of CMHA's LIPH application and resident files, waiting lists, reasonable accommodation requests, transfer requests and maintenance records. The Department conducted an accessibility review of CMHA's Administrative Office located at 1441 West 25th Street, Cleveland, Ohio, and the CMHA's Applications Offices at the Carl B. Stokes Social Service Mall located at 6001 Woodland Avenue, Cleveland, Ohio. In addition, the Department selected and reviewed a sample of eight (8) public housing developments and conducted physical surveys of 31 dwelling units, including the designated accessible routes and access to common areas

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8.

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

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

⁴ 42 U.S.C §§ 4151-4157

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

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

associated with those units that CMHA had designated as “UFAS accessible.” Finally, the Department conducted interviews with CMHA senior management staff and residents.

CMHA agrees to enter into this Voluntary Compliance Agreement (“Agreement” or “VCA”) in order to comply with its responsibilities under Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.

II. DEFINITIONS

- A. ACCESSIBLE – When used with respect to the design, construction, or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3 and 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. Part 36, meets the minimum standards for compliance and is accessible.
- B. ACCESSIBLE ROUTE – A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; 28 C.F.R. § 35.151; and UFAS § 4.3. (*See also* definitions of “Dwelling Unit” and “Non-Housing Programs”.)
- C. ADMINISTRATIVE OFFICES – CMHA’s Administrative Office located at 1441 West 25th Street, Cleveland, Ohio and the CMHA’s Applications Offices at the Carl B. Stokes Social Service Mall located at 6001 Woodland Avenue, Cleveland, Ohio.
- D. ALTERATIONS – Any change in a facility or its permanent fixtures or equipment, including remodeling, renovation, rehabilitation, reconstruction, changes or rearrangement in structural parts and extraordinary repairs. *See* 24 C.F.R. § 8.3.
- E. ASSET MANAGEMENT; ASSET MANAGEMENT PROJECT (AMP); AMP LEADER - Asset Management is a project-based management model. An Asset Management Project (AMP) is a reasonable grouping of projects for the purposes of improving operational effectiveness of management; preservation and protection of assets; monitoring performance at the property level and facilitation of future investment and reinvestment by private and public sectors. AMP Leaders are the executive managers of the group of properties under the AMP and are responsible for the day to day operations as well as decision-making on long-term capital planning and allocation; the setting of ceiling or flat rents; review of financial information and physical stock; long-term viability of properties; risk management responsibilities and decisions otherwise consistent with the PHA’s ACC responsibilities.

- F. ASSISTANCE ANIMAL – An animal that is needed as a reasonable accommodation for persons with disabilities. An Assistance Animal is not considered a pet and, thus, is not subject to the CMHA’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 alleviate one or more identified symptoms or effects of a person’s disability. *See* PIH Notice 06-13 or successor notice.
- G. AUXILIARY AIDS_– Services that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the length and complexity of the communication involved. *See* 24 C.F.R. § 8.3.
- H. CMHA – The officers, directors, agents (including contract employees), employees and successors or assigns of the Cuyahoga Metropolitan Housing Authority.
- I. DEVELOPMENT – The whole of one or more CMHA-owned: (1) residential structures and appurtenant structures; (2) equipment; (3) roads; (4) walks; and (5) 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.
- J. DWELLING UNIT – A single unit of residence that provides a kitchen or food preparation area in addition to rooms and spaces for living, bathing, and sleeping.
- K. EFFECTIVE DATE - The effective date of this Agreement is the date of the last signature in Section IX.
- L. NON-HOUSING PROGRAMS - All or any CMHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances (e.g., buses, shuttles and vans), roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. Non-Housing Programs do not include individual dwelling units. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, CMHA on-site offices, community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by CMHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in CMHA’s housing programs.

- M. 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.
- N. 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 50% or more of the value of the element of the building or facility involved. *See* UFAS § 3.5.
- O. TOTAL HOUSING UNITS – The total number of CMHA’s public housing units receiving HUD subsidy as of May 6, 2008, and as reflected in Appendix A.
- P. UFAS – The standards for the design, construction, and alteration of buildings so that they are readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. § 40. Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.
- Q. UFAS-ACCESSIBLE UNIT – A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on an accessible route, as defined in this Agreement. The unit can be approached, entered and used by individuals with disabilities, including individuals who use wheelchairs, and located on an accessible route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible unless CMHA 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.
- R. UFAS-ADAPTABLE UNIT - A dwelling unit that is on an Accessible Route, as defined by this Agreement, and is adaptable and otherwise in compliance with the standards set forth in § 8.32 is accessible. Adaptable or adaptability means the ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. *See* 24 C.F.R. §§ 8.3 & 8.32; UFAS §§ 4.34.3-4.34.6.

III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all Federally-funded projects, related facilities, and programs or activities that CMHA, its officers, directors, employees, agents, successors, and assigns own, control, operate, or sponsor. This Agreement also applies to CMHA’s public housing units in HOPE VI revitalization projects and mixed-finance projects.

- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, successors, and assigns of CMHA and HUD. This Agreement shall remain in effect until CMHA has satisfactorily completed the provisions set forth in this Agreement as determined by HUD, or, seven (7) years after the effective date of this Agreement, whichever is later.
- C. CMHA's Annual Plan must be consistent with the requirements of this Agreement. CMHA shall amend the Annual Plan, as necessary, in order to ensure the adoption of the requirements of this Agreement, including policies with respect to tenant selection and assignment; planning and completion (including allocation of sufficient funding) of modifications to housing units; and CMHA's Non-Housing Programs in order to provide accessibility for persons with disabilities. CMHA's Annual PHA Plan and Five-Year PHA Plan shall be consistent with the requirements of this VCA.
- D. Notwithstanding any notice or consultation requirements of this Agreement, CMHA shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan (PHA Plan regulation at 24 C.F.R. Part 903).
- E. The Department may amend upward the minimum five percent (5%) requirement, as set forth in Section IV. (C)(1)(a) 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 Cuyahoga County for UFAS-Accessible Units exceed five percent (5%). *See also* 24 C.F.R. § 8.25 (c). *See* Section III(S) regarding modifications of this Agreement in the event that HUD determines that the need of income-eligible persons with disabilities exceeds five percent (5%).
- F. This Agreement, including UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, will serve as CMHA's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. *See* 24 C.F.R. §§ 8.21 (c)(4), 8.24 (d) and 8.25 (c).
- G. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- H. This Agreement does not affect the ability of HUD or CMHA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- I. Upon the effective date of this Agreement, this Agreement is a public document. CMHA shall make available a copy of this Agreement to any person for his/her review upon request and in accordance with the law.

- J. CMHA shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with Ohio's Public Records Act, codified at Ohio Revised Code Chapter 149. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- K. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding CMHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- L. This Agreement does not supersede, or in any manner change, the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with Federal or State civil rights statutes.
- M. This Agreement does not affect any requirements for CMHA to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
- N. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. *See* 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205.
- O. CMHA shall hire, appoint, or assign appropriate and sufficient personnel to oversee compliance with the provisions of this Agreement.
- P. This Agreement and the requirements herein are controlling in the event that a court orders CMHA to provide a lesser number of UFAS-Accessible Units than the requirements stated in this Agreement and HUD is not a party to the litigation.
- Q. CMHA will provide all notices, correspondence and/or communications pursuant to this Agreement, in alternate formats, upon request. *See* 24 C.F.R. § 8.6.
- R. The following HUD officers are authorized to make approvals under this Agreement: Deputy Assistant Secretary for Enforcement and Programs, Office of Fair Housing and Equal Opportunity (FHEO); Director, Office of Enforcement, FHEO; or Director, Region V, FHEO or their designee.
- S. This Agreement may be modified by mutual, written agreement of HUD and CMHA. This Paragraph (III.S.) does not limit, however, HUD's authority to enforce Section 504 or any other authority specified in the Agreement.
- T. In the event of a dispute between CMHA and HUD over the implementation of this Agreement, CMHA will expend funds for legal services in

accordance with HUD requirements with the following exceptions: (1) required procedures would apply to any legal expenses related to the dispute, not just litigation, (2) notice to HUD would be made to the HUD representative(s) identified in this VCA, and (3) HUD approval of contracts for private attorneys for legal services would be by the Associate General Counsel for Fair Housing or his/her designee. CMHA would not be obliged to notify HUD or obtain HUD approval for the use of in-house legal counsel.

- U. If HUD determines that CMHA is not making a good faith effort to fulfill its responsibilities under this Agreement, it may terminate the Agreement, subject to HUD's written notice 60 days in advance of its proposed termination date) and CMHA's written response delivered to HUD within 30 days of HUD's written notice of proposed termination.
- V. For the purpose of this Agreement, if the reporting day falls on a weekend or Federal holiday, the report will be due the first business day after the weekend or holiday.
- X. If CMHA is prevented from performing its obligations under this Agreement by *force majeure*, such failure shall not constitute a default hereunder and the CMHA's non-performance shall be excused during the continuance of the *force majeure* act or event and for the reasonable time period thereafter that the continuing effects of the act or event creating the *force majeure* continues to prevent performance, if CMHA promptly notifies HUD in writing of the commencement of the *force majeure* act or event and thereafter of the termination of the lasting effects of the *force majeure* that have prevented performance. For purposes of this Agreement, *force majeure* means any extraordinary act or event (including a terrorist act, flood, hurricane, other severe adverse weather condition, war, strike, fire, casualties to key personnel or substantial reduction in HUD funding beyond annual fluctuations in the Department's funding) that prevents CMHA from performing its obligations hereunder and which is: (i) beyond the reasonable control and not arising out of CMHA's fault, and (ii) CMHA has been unable to overcome the effects of such *force majeure* act or event by the exercise of due diligence and the utilization of reasonable efforts, skill and care.

IV. SPECIFIC PROVISIONS

A. VOLUNTARY COMPLIANCE AGREEMENT (VCA) ADMINISTRATOR

1. Within thirty (30) days of the effective date of this Agreement, CMHA will appoint an Acting VCA Administrator and provide HUD with the name of the Acting VCA Administrator.

2. Within ninety (90) days of the effective date of this Agreement, CMHA shall hire or appoint a VCA Administrator.
3. The Acting VCA Administrator and VCA Administrator will report directly to the Executive Director of CMHA concerning matters arising from this Agreement.
4. CMHA shall have a VCA Administrator or Acting VCA Administrator for the duration of the VCA.
5. The Acting VCA Administrator and VCA Administrator will be responsible for coordinating all compliance activities under this Agreement, specifically:
 - a. implementation of the provisions of this Agreement;
 - b. coordination of the activities of CMHA personnel who will assist the VCA Administrator in implementing this Agreement; and
 - c. submission of all reports, records and plans required by this Agreement within the prescribed time frames.
6. CMHA shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.
7. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement or is assigned other duties, CMHA shall designate an Acting VCA Administrator within thirty (30) days of the resignation or termination of the VCA Administrator. Upon designation, CMHA shall provide HUD with the name of the individual selected to serve as the Acting VCA Administrator.
8. Within ninety (90) days of the termination or resignation of the VCA Administrator, CMHA shall select a new VCA Administrator. Upon designation, CMHA shall provide HUD with written notice of the new VCA Administrator.

B. SECTION 504/ADA COORDINATOR

1. CMHA acknowledges that on the effective date of this Agreement, it has a Section 504/ADA Coordinator in place. In the event that the CMHA's Section 504/ADA Coordinator resigns, is otherwise terminated, or is assigned other duties, prior to the expiration of this Agreement, the CMHA shall:
 - a. Within fourteen (14) days of the Section 504/ADA Coordinator's resignation or termination, designate an Acting Section 504/ADA Coordinator. Upon designation, the CMHA shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.

- b. Within ninety (90) days of the resignation or termination of the Section 504/ADA Coordinator, the CMHA shall hire or appoint a new Section 504/ADA Coordinator with prior experience demonstrating knowledge of and expertise concerning Section 504, the ADA, the Fair Housing Act and/or the Architectural Barriers Act, the regulations implementing those statutes and applicable accessibility standards.
 - c. Upon selection of the new Section 504/ADA Coordinator, the CMHA shall provide HUD with the name of the designated Section 504/ADA Coordinator and a copy of the Coordinator's resume and/or curriculum vitae.
2. Pursuant to 24 C.F.R. § 8.53 (a) and 28 C.F.R. § 35.107, a full-time Section 504/ADA Coordinator is to perform the following functions:
- a. coordinate CMHA's compliance with Section 504 and HUD's implementing regulations;
 - b. develop and implement the revised policies and procedures as set forth in Paragraph IV. (E), below;
 - c. coordinate and oversee CMHA's responsibilities to provide reasonable accommodation(s) to applicants, residents and members of the public;
 - d. coordinate CMHA's compliance with the ADA; and
 - e. coordinate with CMHA's VCA Administrator, as reflected in Paragraph IV. (A), on the implementation of the provisions of this Agreement.

C. HOUSING PROGRAMS

1. Provision of UFAS-Accessible Units
- a. Subject to the requirements of UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2), CMHA shall construct, convert or otherwise demonstrate five percent (5%) of its total housing units as set forth in Appendix A, or 482 UFAS-Accessible Units.
 - b. The construction or conversion of these 482 UFAS-Accessible Units shall commence no later than sixty (60) days following HUD's approval of UFAS-Accessible Unit Plan, described in Paragraph IV. (C)(2), below. Nothing in this Agreement diminishes CMHA's obligation to comply with 24 C.F.R. §§ 8.4(b)(1)(i), (ii), (iii) and (viii) which prohibit recipients from providing housing to qualified individuals with disabilities that is not equal to that afforded others; or providing housing to qualified individuals with disabilities that is not as effective in affording the individual with an equal opportunity to

achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others.

- c. CMHA must demonstrate to HUD's satisfaction the completion of the construction, conversion, or certification of the 482 UFAS-Accessible Units, as described in Paragraph IV. (C)(1)(a), above, in accordance with the schedule at Paragraph IV. (C)(1)(d) and no later than within seven (7) years of the effective date of this Agreement. Completion is defined as completion of any construction or conversion activity, certification of compliance under UFAS by a qualified person or firm and available for occupancy by a person who needs the accessible features.
- d. Unless otherwise agreed by HUD pursuant to HUD's approval of CMHA's UFAS-Accessible Unit Plan, described in Paragraph IV. (C)(2), below, CMHA shall demonstrate to HUD's satisfaction the completion of:
 - i) Ninety-seven (97) UFAS-Accessible Units, as described in Paragraph IV. (C)(1), by December 31, 2009;
 - ii) An additional Ninety-seven (97) UFAS-Accessible Units by December 31, 2010 for a cumulative total of 194 UFAS-Accessible Units by December 31, 2010
 - iii) an additional Ninety-seven (97) UFAS-Accessible Units by December 31, 2011 for a cumulative total of 291 UFAS-Accessible Units by December 31, 2011;
 - iv) an additional thirty-nine (39) UFAS-Accessible Units by December 31, 2012 for a cumulative total of 330 UFAS-Accessible Units by December 31, 2012;
 - v) an additional fifty-five (55) UFAS-Accessible Units by December 31, 2013 for a cumulative total of 385 UFAS-Accessible Units by December 31, 2013;
 - iv) an additional thirty-eight (38) UFAS-Accessible Units by December 31, 2013 for a cumulative total of 423 UFAS-Accessible Units by December 31, 2014;
 - v) an additional fifty-nine (59) UFAS-Accessible Units within seven (7) years of the effective date of this Agreement for a cumulative total of 482 UFAS-Accessible Units at the end of the seven year term of this Agreement (July 1, 2015 or appropriate date after execution).

HUD and CMHA agree that the number of accessible units for the purpose of this Agreement may change from time to time due to major

planned and unplanned events, such as HUD's approval of CMHA proposed demolition or disposition, unanticipated loss of units, HUD-approved HOPE VI or other Mixed Finance revitalization, and planned and funded new construction, substantial rehabilitation, acquisition, or major reconstruction. (Such changes would not include de minimus (i.e., less than five (5) units per development) demolition, disposition, merger, separation, or acquisition of units.) CMHA may notify HUD annually of such events and HUD may approve upward or downward adjustments to Total Units and per-development available unit counts.

- e. CMHA shall reserve sufficient funding to achieve the annual rates for completion of UFAS-Accessible Units as set forth in Paragraph IV.C.1.d above. If CMHA determines it cannot complete the certification of the required number of UFAS-Accessible Units for a given year due to an unanticipated substantial reduction in funding reserved to complete the activity, it may notify HUD in writing and request an extension or a modification of the Agreement or the UFAS-Accessible Unit Plan approved by HUD, in accordance with the terms of this Agreement. Such notice must be provided no more than three (3) months prior to a production year under this Agreement and no later than three (3) months after the beginning of a production year under this Agreement. HUD and CMHA agree to use all available means within this Agreement to avoid a finding of material non-compliance under this Agreement. Insufficient funds will not excuse CMHA's obligations to perform any of the obligations required pursuant to this Agreement.
- f. CMHA shall provide HUD with at least ninety (90) days notice during any pre-construction period and at least thirty (30) days notice during any construction period, if CMHA receives notice that it cannot meet the production rates, production dates and/or bedroom size production rates, as set forth in Paragraphs IV. (C)(1) and (C)(2). CMHA's notification to HUD shall include a detailed explanation for each unit that will not be produced according to the timeframes set forth in Paragraphs IV. (C)(1) and (C)(2), specifying the reasons for the delay of each such unit. HUD shall not unreasonably deny CMHA's timely requests to extend the deadlines set forth at paragraph IV(C)(1).
- g. Pursuant to 24 C.F.R. § 8.26, UFAS-Accessible Units to be completed pursuant to this Agreement shall be subject to reasonable health and safety requirements and to the maximum extent feasible:
 - i) be distributed throughout CMHA's developments and sites; and
 - ii) be available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole,

comparable to that of other persons eligible for housing assistance under the same program.

- h. If CMHA proposes to construct or modify, as UFAS-Accessible Units, fewer than five percent (5%) of the units in a given development, then CMHA 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.
- i. For purposes of calculating CMHA's construction or conversion of 482 UFAS-Accessible Units, as set forth in Paragraph IV. (C)(1), under no circumstance will the Department consider a proposal that would include greater than twenty-five percent (25%) of the total units in a single development.
- j. A UFAS-Accessible Unit will not be deemed completed under Paragraph IV.C.1 (below) until:
 - (i) the public and common areas serving that unit are accessible to persons with disabilities. The UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate CMHA's work to ensure achievement of both non-housing program accessibility and the production of UFAS-Accessible units. The Non-Housing Program Accessibility Plan, referenced in Paragraph IV.D.1 (below) will identify those Non-Housing Programs that are currently inaccessible to persons with disabilities and coordinate the timeframes for completion of modifications to the Non-Housing Programs and UFAS-Accessible Unit Plan;
 - (ii) CMHA has submitted a third-party certification, referenced in Paragraph IV. (C)(3), that UFAS-Accessible unit and Non-Housing Programs serving that unit comply with the requirements of UFAS and, where applicable, ADA Accessibility Standards and the Fair Housing Act Accessibility Guidelines. *See* Paragraph IV. (C)(3); And
 - (iii) HUD has provided written acknowledgement that the requirements under this Paragraph IV.C.1, Paragraph IV.C.2, and Paragraph IV.C.3 have been met.
- k. CMHA's Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1), below, will identify those Non-Housing Programs that are currently inaccessible to persons with disabilities. CMHA's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate the work required to ensure completion of UFAS-Accessible Units with accessible Non-Housing Programs within the timeframes set forth in Paragraphs IV. (C)(1)(a) and (d).

1. CMHA may not proceed with activities under UFAS-Accessible Unit Plan or Non-Housing Program Accessibility Plan without written HUD approval.
2. UFAS-Accessible Unit Plan
 - a. Proposed UFAS-Accessible Unit Plan:
 - i) Within one hundred and eighty (180) days of the effective date of this Agreement, CMHA will submit, for HUD's review and approval, its UFAS-Accessible Unit Plan for all developments identified in Appendix A.
 - ii) HUD will provide CMHA with its approval, or comments, within forty-five (45) days of receipt of both CMHA's proposed UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1). CMHA will have forty-five (45) days from the date of HUD's comments to obtain HUD's approval on UFAS-Accessible Unit Plan.
 - b. Plan Requirements:
 - i) The Plan will address all developments covered by this Agreement, as referenced in Appendix A.
 - ii) UFAS-Accessible Unit Plan will be in an EXCEL or compatible format and include the following information:
 - (1) Total number of UFAS-Accessible Units to be produced annually;
 - (2) Development name, HUD ID number, AMP name, and location, including elderly or family designation;
 - (3) Total number of units and number of available units in each development;
 - (4) Proposed total number and percentage of units in each development that are designated UFAS-Accessible;
 - (5) Proposed bedroom size distribution for UFAS-Accessible Units in each development;
 - (6) Existing number of units with some accessibility features by bedroom size;

- (7) Current occupancy status of any units to be modified to be made UFAS-Accessible:
 - (a) Occupied by a person who needs the accessible features of the unit (if any) or not by a person who needs the accessible features;
 - (b) Vacant (scheduled for physical improvements or not scheduled for physical improvements);
 - (c) Not currently used as a dwelling unit (e.g. storage, office, service facility)
 - (8) Relocation plan for any currently occupied units;
 - (9) Three years of vacancy rates at each development;
 - (10) Three years of crime rates in and around each development;
 - (11) Proposed starting and completion dates for the construction or alteration of UFAS-Accessible Units in each development;
 - (12) Interim timeframes and benchmarks for meeting the annual UFAS-Accessible Unit production rates set forth in Paragraph IV. (C)(1)(d);
 - (13) Total estimated cost by development;
 - (14) Funding source; and
 - (15) Geographic (AMP or other agreed-upon grouping or geographic distinction) distribution. *See* 24 CFR § 8.26.
- (iii) UFAS-Accessible Unit Plan shall also include a site map for each development that includes the following:
- (1) Development and unit address;
 - (2) Total number of units to be modified or constructed as UFAS-Accessible;
 - (3) Bedroom size of UFAS-Accessible Units. The bedroom sizes of the proposed UFAS dwelling units shall be comparable to the dwelling unit size in CMHA's inventory, giving priority to AMPs with little or no accessible units and AMPs with HOPE VI Developments that have less than five percent (5%) of their units accessible;

- (4) Accessible common areas, planned or existing, at each development including, but not limited to, accessible routes and elevators, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites;
 - (5) Common areas that are currently inaccessible; and
 - (6) Occupancy status, including whether the unit is occupied and the accessible feature needs of the person in occupancy (if any).
- (iv) If CMHA proposes to construct or modify fewer than five percent (5%) of the units as UFAS-Accessible in a given development and in any given AMP, the Plan will include a detailed description and supporting information regarding structural impracticability and undue/or financial and administrative burden at the development, and/or documentation regarding the projected demolition or disposition at each development.
 - (v) If the CMHA opts to provide a UFAS-Adaptable unit, as defined by this Agreement, as a UFAS-Accessible Unit, the CMHA's UFAS-Accessible Unit Plan shall include a draft policy and procedure whereby: (a) all new residents will be informed about accessible and adaptable features prior to leasing the unit and be able to request that adaptable features be modified or altered to the preference of the new resident; (b) consumer information about adaptable features will be provided within the unit prior to any move-in; (c) consumer information about adaptable features will be provided to residents during the annual re-certification process and; (d) the CMHA's internal procedures, including any specific timeframes, for commencing and completing modifications to an adaptable unit.
 - (vi) CMHA will reflect the approved UFAS-Accessible Unit Plan in its Capital Fund Plan in its Public Housing Plan.

3. Third-Party Certification of UFAS-Accessible Units

- a. Within one hundred twenty (120) days of the effective date of this Agreement, CMHA will submit, for HUD review and approval, the name, qualifications and experience of an independent third-party architectural and/or engineering firm with whom CMHA proposes to contract to review and certify that the units constructed or converted pursuant to Paragraph IV. (C)(1)(a) meet the requirements of UFAS and, if applicable, the ADA and the Fair Housing Act. The third-party architectural and/or engineering firm shall have knowledge and expertise of the ADA Accessibility Standards, UFAS and the Fair Housing Act Accessibility Guidelines. HUD will provide its approval, or comments, within thirty (30) days of CMHA's submission of the proposed architectural/engineering firm.

- b. The HUD-approved independent third-party architectural and/or engineering firm selected to review and certify the modifications made pursuant to this Agreement shall:
 - (i) submit documentation to CMHA 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 CMHA contracts for the purposes of developing the plans/drawings/blueprints for the new construction and/or modifications made pursuant to CMHA's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, described in Paragraphs IV. (C)(2) and IV. (D)(1), and the Administrative Office Accessibility Plan, referenced in Paragraph IV. (D)(2).
- c. Within sixty (60) days of CMHA's completion of each UFAS-Accessible Unit according to the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (C)(2), CMHA will have the HUD-approved independent third-party architectural and/or engineering firm certify that UFAS-Accessible Units, including accessibility of the Non-Housing Programs, comply with the requirements of UFAS, and, where applicable, ADA Accessibility Standards and the Fair Housing Act. CMHA will submit this documentation to HUD as part of its quarterly reporting requirements, discussed below.
- d. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance. In the event that HUD chooses to conduct an on-site review of an occupied UFAS-Accessible Unit, HUD shall provide CMHA with seven (7) days' notice so that CMHA may make arrangements with the resident of the Unit and the relevant AMP Leader.

4. Status Reports of UFAS-Accessible Unit Production

- a. During the first 24 months of the VCA, CMHA shall submit quarterly status reports to HUD. During the next 12 month period, CMHA shall submit semi-annual status reports to HUD. The quarterly or semi-annually reports will document the production of UFAS-Accessible Units and compliance with the HUD-approved UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2), and the Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(2), for the duration of this Agreement. These reports shall be in a format compatible with the Microsoft Office XP Professional computer operating system and contain 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;
- (iii) The physical work that has been completed by development name and complete unit address, including Non-Housing Programs;
- (iv) For each completed unit, independent third-party verification that:
 - (1) The unit complies with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act; and
 - (2) The Non-Housing Programs serving the proffered UFAS-Accessible Unit comply with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act;
- (v) UFAS-Accessible Unit counts for the given reporting period and cumulatively from the effective date of this Agreement; and
- (vi) A narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD-approved UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2) and Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1).

HUD reserves the right to impose modifications to report formats, as well as computer and software requirements, and will provide at least sixty (60) days notice before the modifications take effect.

- b. Following the expiration of the 36 month period referenced in subsection 4(a) above, the parties will confer with each other to determine the interval for status reports or the need for continued status reports. If CMHA and HUD cannot agree to a new reporting interval, the interval will remain semi-annual. CMHA's failure to report delays in a timely fashion will have a negative impact on HUD's consideration of any CMHA request for adjustments in annual rates pursuant to Paragraph IV(C)(1)(d) or attempts to resolve or cure any alleged non-compliance pursuant to Paragraph VIII(A).

D. NON-HOUSING PROGRAMS

1. Non-Housing Program Accessibility Plan

- a. Within one hundred eighty (180) days of the effective date of this Agreement, CMHA will submit, for HUD's review and approval, its Non-Housing Program Accessibility Plan for all developments identified in Appendix A. HUD will provide its approval, or comments, within forty-five (45) days of

receipt of both the Non-Housing Program Accessibility Plan and UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2) above.

- b. CMHA's Non-Housing Program Accessibility Plan will ensure that CMHA's Non-Housing Programs are accessible to persons with disabilities. *See* 24 C.F.R. § 8.21. Non-Housing Programs include, but are not limited to, all common areas, accessible routes, management and regional offices (including restrooms), laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers (including restrooms), and day care facilities (including restrooms). *See* 24 C.F.R. § 8.21.
- c. Non-Housing Program Accessibility Plan Requirements: The Plan must include the designated accessible common areas at each development, including, but not limited to, accessible routes, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites, and common areas that are currently inaccessible. The Non-Housing Program Accessibility Plan must include:
 - (i) Specific elements to be made accessible at each development;
 - (ii) Interim timeframes and benchmarks for providing accessible Non-Housing Programs to ensure meeting UFAS-Accessible Unit production schedule set forth in Paragraph IV. (C)(1)(d);
 - (iii) An annual timetable that coincides with UFAS-Accessible Unit Plan not to exceed four (4) years for completion of the approved work;
 - (iv) Identification of the source of the funding to accomplish each task; and
 - (v) If CMHA provides transportation to CMHA-sponsored programs, services or activities, CMHA will include plans to provide accessible transportation to take persons with disabilities (including their accompanying family members and friends without disabilities) to CMHA-sponsored services, programs or activities.
- d. If accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural infeasibility and/or an undue financial and administrative burden, CMHA 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 UFAS-Accessible Units produced under the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (C)(2), must be accessible before UFAS-Accessible Units will be deemed completed to comply with the annual production requirements of UFAS-Accessible Units set forth in Paragraph IV. (C)(1)(d). CMHA's

UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate CMHA's work to ensure achievement of both Non-Housing Program accessibility and the production of UFAS-Accessible Units. Where modification of existing inaccessible non-housing programs would prove to be a fundamental alteration of the nature of the program or an undue financial and administrative burden, CMHA may propose an alternative for providing accessible non-housing programs in the Non-Housing Program Accessibility Plan.

2. Administrative Offices Accessibility Plan

- a. Within sixty (60) days of the effective date of this Agreement, CMHA will submit, for HUD's review and approval, its Administrative Offices Accessibility Plan to make CMHA's Administrative Office located at 1441 West 25th Street, Cleveland, Ohio, and the CMHA's Applications Offices at the Carl B. Stokes Social Service Mall located at 6001 Woodland Avenue, Cleveland, Ohio, accessible to persons with disabilities and ensure that these Administrative Offices comply with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval, or comments, within forty-five (45) days of receipt of the Administrative Offices Accessibility Plan.
- b. Until completion of all modifications to CMHA's Administrative Offices, CMHA shall make reasonable accommodations for persons with disabilities to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in CMHA's Administrative Offices.
- c. The Administrative Offices Accessibility Plan will include accessible routes into and throughout CMHA's programs, services and/or activities located at the Administrative Offices, accessible parking and transportation stops, including accessible signage.
- d. The Plan must include accessible transportation if transportation is or must be provided to take persons with disabilities (including their accompanying family members and friends without disabilities) from the Administrative Offices to CMHA-sponsored programs, services or activities.
- e. The Administrative Offices Accessibility Plan must include:
 - (i) Specific elements to be made accessible;
 - (ii) A timetable not to exceed six (6) months for completing the work;
 - (iii) Interim timeframes and benchmarks for meeting the six (6) month deadline; and

- (iv) Identification of the source of funding to accomplish each work item.
- f. If accessibility cannot be achieved at a particular office space due to undue financial and administrative burden or if modification would result in a fundamental alteration of the purpose of the program or activity occurring at the office space, CMHA will provide, for HUD's review and approval, detailed information regarding undue financial and administrative burden or fundamental alteration. CMHA will also demonstrate to HUD CMHA's plan for providing alternative arrangements, including transportation, if necessary, to ensure an applicant's or resident's ability to participate in programs or activities provided in the Administrative Offices.
- g. Within thirty (30) days of all completed modifications at CMHA's Administrative Offices, CMHA will provide certification, through the HUD-approved independent third-party organization, as referenced in Paragraph IV. (C)(3)(a), that CMHA's Administrative Offices comply with the accessibility requirements of UFAS and, where applicable, ADA Accessibility Standards.
- h. HUD reserves the right to conduct periodic on-site inspections of CMHA's Administrative Offices to ensure that the modifications are in compliance with UFAS and, where applicable, ADA Accessibility Standards. In addition, HUD reserves the right to ensure that CMHA's programs, services and activities located in the Administrative Offices are accessible to persons with disabilities in compliance with Section 504 and, where applicable, the ADA.

E. POLICIES AND PROCEDURES

1. Amendments to CMHA's Admissions and Continued Occupancy Policy (ACOP)
 - a. Within one hundred twenty (120) days of the effective date of this Agreement, CMHA shall submit a proposed, 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) Admissions and Continued Occupancy Policy [Paragraph IV. (E)(2)(a)];
 - (ii) Pre-Application for Housing Assistance [Paragraph IV. (E)(2)(b)];
 - (iii) Waiting List [Paragraph IV. (E)(2)(c)];
 - (iv) Transfer Policy [Paragraph IV. (E)(3)];

- (v) Reasonable Accommodation Policy [Paragraph IV. (E)(4)];
 - (vi) Pet Policy [Paragraph IV. (E)(5)];
 - (vii) Lease Addendum [Paragraph IV. (E)(6)]; and
 - (viii) Effective Communication Policy [Paragraph IV. (E)(7)]
- c. HUD will provide its approval, or comments, to the amended ACOP within thirty (30) days of receipt. CMHA will have thirty (30) days from the date of HUD's comments to obtain HUD's approval on the revised ACOP.
 - d. Within thirty (30) days of HUD's approval, CMHA shall submit the amended ACOP to CMHA Board and for public comment.
 - e. Within thirty (30) days of the close of the public comment period, CMHA Board shall provide final approval, and CMHA will fully adopt and implement the amended ACOP.

2. Admissions and Continued Occupancy Policy

- a. Admissions and Continued Occupancy Policy: CMHA's revised ACOP, referenced in Paragraph IV. (E)(1), shall change the following provisions in its Admissions and Continued Occupancy Policies with respect to the admission and transfer of residents and applicants with disabilities into CMHA's UFAS-Accessible Units:
 - (i) When a UFAS-Accessible Unit becomes available in the appropriate bedroom size, CMHA and/or its agent, shall offer UFAS-Accessible Unit as follows:
 - (1) First, to a current resident with disabilities in the same development, according to date and time of transfer request, who requires the accessibility features of the vacant, UFAS-Accessible Unit and occupies a unit not having those features;
 - (2) Second, if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then it will be offered to a current resident with disabilities residing in another development or another Asset Management Project (AMP), according to date and time of transfer request, who requires the accessibility features of the vacant UFAS-Accessible Unit and occupies a unit not having these features;
 - (3) Third, if there is no current resident who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit,

then the vacant, accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list, according to date and time of application, who requires the accessible features of the available, UFAS-Accessible unit; and

(4) Fourth, if there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, UFAS-Accessible Unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. However, CMHA will require the applicant to execute a Lease Addendum, referenced in Paragraph IV. (E)(6), requiring the resident to relocate, at CMHA's expense, to a non-accessible unit within thirty (30) days of notice by CMHA when there is an eligible, qualified applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27.

b. Pre-Application for Housing Assistance: CMHA's revised ACOP, referenced in Paragraph IV. (E)(1), shall include a revised Pre-Application for Housing Assistance that:

- (i) asks applicants with disabilities to specify whether they need a unit with accessible features;
- (ii) asks applicants with disabilities to specify if they require reasonable accommodation(s) in their housing and/or during the application process;
- (iii) references CMHA's *Reasonable Accommodation Policy* amended by this Agreement and referenced in Paragraph IV. (E)(4); and
- (iv) includes the name/contact information, including TDD/TTY number, for CMHA's Section 504/ADA Coordinator.

c. Waiting List: Within 120 days of the effective date of this Agreement, CMHA will develop and maintain a computerized Waiting List that documents the needs of applicants with disabilities. The Section 504/ADA Coordinator will review and monitor the Waiting List on at least a monthly basis. The Waiting List will document the following:

- (i) date and time of each application;
- (ii) applicant's disability-related need for a UFAS-Accessible Unit, including required bedroom size;

- (iii) applicant's disability-related need for a unit with accessible features, including required bedroom size; and
- (iv) any reasonable accommodation(s) requested by the applicant.

3. Transfer Policy and Transfer List

- a. Transfer Policy: CMHA's proposed, revised ACOP, referenced in Paragraph IV. (E)(1), shall also include amendments to its *Transfer Policy* as follows:
 - (i) CMHA will pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another CMHA development as a reasonable accommodation;
 - (ii) CMHA will pay the reasonable moving-related expenses for residents without disabilities who occupy a UFAS-accessible unit and are required to transfer to a vacant, non-accessible unit, upon notice by CMHA that there is an eligible, qualified resident or applicant with disabilities who requires the accessible features of the resident's unit; and
 - (iii) transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through CMHA's Section 504/ADA Coordinator's Office.
- b. Transfer List: Within one hundred twenty (120) days of the effective date of this Agreement, CMHA will develop and maintain, using data collected from each CMHA development, a computerized Transfer List that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended ACOP. The Section 504/ADA Coordinator will review and monitor the Transfer List on at least 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) requesting the transfer;
 - (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 CMHA's implementation of the Lease Addendum that

requires a family without a resident with a disability to relocate to a vacant, non-accessible unit, at CMHA's expense.

4. Reasonable Accommodation Policy and Procedures

a. CMHA's proposed, amended ACOP, submitted under Paragraph IV. (E)(1), above, shall include a *Reasonable Accommodation Policy* and Procedures that centralize CMHA's reasonable accommodation process for applicants, residents, and members of the public who participate in CMHA's programs. The *Reasonable Accommodation Policy* and Procedures shall also contain a summary of reasonable accommodations that may be provided; forms; procedures; and time frames for requesting and processing requests for reasonable accommodations. In addition, the proposed amended ACOP shall include a *Reasonable Accommodation Policy* and Procedures as follows:

(i) CMHA's reasonable accommodation review and appeal process will ensure that the 504/ADA personnel who evaluate an applicant's/resident's initial reasonable accommodation request will be distinct from the 504/ADA Committee members who evaluate an applicant's/resident's formal appeal of a reasonable accommodation denial rendered by CMHA's 504/ADA personnel;

(ii) require CMHA to pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another CMHA development as a reasonable accommodation;

(iii) require CMHA to pay the reasonable moving-related expenses for residents without disabilities who occupy a UFAS-Accessible Unit and are required to transfer to a vacant, non-accessible unit, upon notice by CMHA that there is an eligible, qualified resident or applicant with disabilities who requires the accessibility features of the resident's unit; and

(iv) advise that CMHA will reimburse residents for reasonable moving-related expenses if the residents previously incurred moving expenses to transfer to a UFAS-Accessible Unit as a reasonable accommodation.

b. Within thirty (30) days of the implementation of the Reasonable Accommodation provisions referenced in Paragraph IV. (E)(4), CMHA's Section 504/ADA Coordinator will centralize CMHA's reasonable accommodation process for applicants, residents, and members of the public who participate in CMHA programs. This centralization shall ensure that CMHA's developments and Maintenance staff coordinate CMHA's response to reasonable accommodation requests and provide timely responses to reasonable accommodation requests.

c. Reasonable Accommodation Log – Section 504/ADA Coordinator: Within thirty (30) days of the implementation of the *Reasonable Accommodation Policy* referenced in Paragraph IV. (E)(4), CMHA’s Section 504/ADA Coordinator will develop and maintain an automated Reasonable Accommodation Log that documents each reasonable accommodation request. The Section 504/ADA Coordinator’s Reasonable Accommodation Log will document the following:

- i) date of the reasonable accommodation request;
- ii) the accommodation requested;
- iii) the reason for the request;
- iv) if applicable, date of approved accommodation request;
- v) date and reason(s) for accommodation request denial(s);
- vi) if applicable, the date and reasons for modifications to the requested accommodation(s);
- vii) if applicable, date of withdrawal of the request;
- viii) if appealed, the decision by CMHA’s 504/ADA Committee, including date of the decision; and
- ix) if appealed, the decision by the CMHA’s 504/ADA Appeals Committee, referenced in Paragraph IV. (E)(4)(a)(i), above, including date of decision.

CMHA shall update all tenant files, the Reasonable Accommodation log, and other reasonable accommodation requests and resolutions, including dates within thirty (30) days of each request and each resolution. HUD reserves the right to conduct an on-site inspection of all records and files relating to reasonable accommodation.

d. Reasonable Accommodation Log – AMP Leaders: Within thirty (30) days of the implementation of the *Reasonable Accommodation Policy* referenced in Paragraph IV. (E)(4), at each AMP, CMHA will maintain a Reasonable Accommodation Log to document and track each reasonable accommodation request. The AMP Leader’s Reasonable Accommodation Log will include documentation regarding:

- i) date of the reasonable accommodation request;
- ii) the accommodation requested;
- iii) the reason for the request;

- iv) date the AMP Leader referred the request to CMHA's Section 504/ADA Coordinator for processing and disposition;
- v) if applicable, date of approved accommodation request;
- vi) if applicable, date and reason(s) for accommodation request denial(s);
- vii) if applicable, the date and reasons for modifications to the requested accommodation(s);
- viii) applicable, date of withdrawal of the request;
- ix) if appealed, the decision by CMHA's 504/ADA Committee, including date of the decision; and
- x) if appealed, the decision by CMHA's 504/ADA Appeals Committee, referenced in paragraph IV(E)(4)(a)(i), above, including date of decision.

The AMP Leader shall update all tenant files, the Reasonable Accommodation Log, and other reasonable accommodation requests and resolutions, including dates within thirty (30) days of each request and each resolution. HUD reserves the right to conduct an on-site inspection of all records and files relating to reasonable accommodation.

5. Pet Policy

- a. CMHA's proposed, revised ACOP shall revise its *Pet Policy* as follows:
 - (i) remove the requirement that applicants and residents with disabilities who require Assistance Animals for their disability will be required to submit training certification for the requested Assistance Animal;
 - (ii) modify the breed restriction consistent with current state and local law; and
 - (iii) delete the requirement that the resident pay a pet deposit as it relates to assistive animals.
- b. Upon adoption of the revised ACOP, CMHA shall continue to include the revised *Pet Policy* as a part of the lease by reference. CMHA will provide the *Pet Policy* to each applicant at the time of lease signing or to each resident during annual recertification.

6. Lease Addendum

- a. CMHA's proposed, revised ACOP, referenced in Paragraph IV. (E)(1), shall revise its Lease Addendum to be consistent throughout its properties and to require residents without a disability who occupy a UFAS-Accessible Unit or a unit with accessible features to relocate to a vacant, non-accessible unit, at CMHA's expense, within thirty (30) days of notice by CMHA that there is an

eligible applicant or existing resident with a disability who requires the accessibility features of the unit.

- b. Effective immediately upon the implementation of the revised ACOP, referenced in Paragraph IV. (E)(1), CMHA shall enforce the provisions of the revised Lease Addendum referenced in Paragraph IV. (E)(6)(a).

7. Effective Communication

- a. CMHA's proposed, revised ACOP, submitted under Paragraph IV. (E)(1), above, shall include an *Effective Communication Policy* that sets forth the steps that the CMHA will take to ensure effective communication with applicants, residents, employees and members of the public. See 24 C.F.R. § 8.6.
 - (i) The *Effective Communication Policy* will ensure that interested persons, including persons with hearing, visual or cognitive disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities;
 - (ii) the amended ACOP shall clarify that individuals are not required to provide and/or pay for their own interpreters;
 - (iii) the *Effective Communication Policy* will also ensure that CMHA shall furnish appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in the CMHA's programs, services and activities. In determining what auxiliary aids are necessary, the CMHA shall give primary consideration to the requests of the individual with disabilities unless doing so would result in a fundamental alteration of the CMHA's programs or activities, or an undue financial and administrative burden; and
 - (iv) the *Effective Communication Policy* will ensure that residents and applicants are aware of alternative, non-written methods to request a reasonable accommodation and the availability of forms and information in alternative formats.
 - (v) the *Effective Communication Policy* shall provide the phone numbers for accessing the TDDs or the telephone number for the Ohio Relay Service.
 - (vi) Within sixty days of the Effective Date of the Agreement, the CMHA will provide training to all staff that has contact with residents and applicants, including maintenance staff, on the operation of the TDD's and/or the Ohio Relay Service and providing effective communication with persons with hearing, visual, cognitive, or communication disabilities.

- (vii) All printed information distributed by CMHA shall include:
 - (1) information on accessing the TDD and/or the Ohio Relay Service,
 - (2) information on available services, such as sign language interpreters,
 - and (3) information on the procedures for requesting available services.

8. Policy Review

- a. Within thirty (30) days of the effective date of this Agreement, CMHA shall provide a copy of this Agreement to each of its management agents.
- b. Letter to Management Agents: Within thirty (30) days of the effective date of this Agreement, CMHA shall send a letter to each of its managers instructing each to review their policies for compliance with Section 504 and this Agreement. The letter shall instruct each manager to submit, within forty-five (45) days of the effective date of this Agreement, the documents and policies listed below to CMHA's Section 504/ADA Coordinator:
 - i. Application;
 - ii. Admissions and Occupancy policies and procedures;
 - iii. Admissions and Transfer of Persons to UFAS-Accessible Units;
 - iv. Transfer policies and procedures, including transfer procedures for transferring residents with mobility disabilities into UFAS-Accessible Units;
 - v. Reasonable accommodation policies and procedures, including related forms;
 - vi. Effective Communication Policy;
 - vii. Assistance Animal/Pet Policy
 - viii. Lease/Lease Addendum;
 - ix. Grievance Policy/Procedures; and
 - x. Any other documents requested by CMHA to effectuate its review.
- c. No later than ninety (90) days after the effective date of this Agreement, CMHA's Section 504/ADA Coordinator shall review the documents and policies reference above and submit to HUD copies of these policies and an analysis of those provisions which require amendment to conform with the requirements of Section 504 and this Agreement;
- d. No later than one hundred twenty (120) days after the effective date of this Agreement, CMHA shall provide HUD with drafts of the amended policies

and shall meet with HUD to review any policy provisions that the managers revise to be in compliance with the requirements of Section 504 and this Agreement;

- e. CMHA shall require its managers to modify its policies to bring the policies into compliance with the terms of the applicable Section 504/ADA regulations and this Agreement, as soon as possible and no later than sixty (60) days after HUD informs CMHA's Section 504/ADA Coordinator of the necessary policy/procedure modifications. CMHA shall provide HUD with copies of the final, amended policies within thirty (30) days of implementation.

9. Reporting Requirements

- a. During the first 24 months of the VCA, CMHA shall develop and submit quarterly status reports to HUD that track the implementation of the provisions of the amended ACOP, referenced in Paragraph IV. (E)(1), above, and the policies and procedures revised pursuant to Paragraphs IV. (E)(1)-(8) of this Agreement, as follows:
 - (i) Transfer & Occupancy Policies and Lease Agreement: Data showing:
 - (1) each transfer of a resident without disabilities out of a UFAS-Accessible Unit;
 - (2) each admission of an applicant with disabilities into a UFAS-Accessible Unit;
 - (3) each transfer of a resident with disabilities into a UFAS-Accessible Unit;
 - (4) the occupancy of UFAS-Accessible Units by residents with disabilities;
 - (5) the occupancy of UFAS-Accessible Units by residents without disabilities;
 - (6) the number and average wait in [days/months] of applicants on CMHA's waiting lists who require UFAS-Accessible Units;
 - (7) the number and average wait in [days/months] of residents on CMHA's transfer lists who require UFAS-Accessible Units; and
 - (8) the total number of UFAS-Accessible Units, specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.

- (ii) Reasonable Accommodation Policy: A Reasonable Accommodation Report that includes a narrative description of each reasonable accommodation request, including:
- (1) resident's name and specific reasonable accommodation request(s);
 - (2) current address, including bedroom size;
 - (3) date of the reasonable accommodation request(s);
 - (4) required bedroom size;
 - (5) resident's preference to remain in current unit pending resolution of reasonable accommodation request(s) or transfer to an alternate, accessible unit that meets their disability-related need(s);
 - (6) if the request was rejected or changes made in the requested accommodation(s), including date(s);
 - (7) documentation reflecting the current pending status and anticipated date(s) for the implementation of the requested reasonable accommodation(s);
 - (8) final date and disposition of the requests;
 - (9) anticipated transfer date, if applicable;
 - (10) address, including bedroom size, of the proposed transfer unit, if applicable; and.
 - (11) time between initial reasonable accommodation request and implementation of request by type of accommodation requested.

During the next 12 month period, CMHA shall submit semi-annual status reports to HUD. In addition, the quarterly and/or semi-annual reports will contain summary statistics, including the number of newly received, pending and resolved reasonable accommodation requests, as well as the average number of days between date of request and current date for pending requests and implementation date for resolved requests.

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

1. Independent Review

The CMHA shall conduct a review of the CMHA's Occupancy, Transfer and Waiting Lists and tenant/applicant files as described in this part IV. F. The

Department may conduct on-site file and record reviews or use other investigative methods in order to verify the CMHA's review findings. The review shall include the following:

- a. Waiting Lists;
- b. Transfer Lists for residents requesting a transfer to a UFAS-Accessible Unit or other unit with accessible features; and
- c. Occupancy of CMHA-designated UFAS-Accessible Units or other units with accessible features.

2. Transfer and Waiting List Reviews

Within ninety (90) days of the effective date of this Agreement, the CMHA shall conduct and submit to HUD a review of the CMHA's Transfer and Waiting Lists and submit the review results to HUD for its review. The review will cover, at a minimum, the following information:

- a. Number and percentage of disabled persons on the waiting list and percentage of persons admitted to occupancy;
- b. Number and percentage of disabled persons on the waiting list who need accessible unit features and percentage of such persons admitted to occupancy;
- c. Time (in months or days) on the waiting list (applicants not yet housed under subsidy) and time between application and occupancy (tenants admitted within the past 2 years);
- d. Accessible unit features needed; and
- e. Placement in appropriate unit to accommodate accessible unit features.

HUD will approve, or provide comments, on the CMHA's Waiting and Transfer List reviews within thirty (30) days of receipt. HUD may use the results of CMHA's and its own review to revise the remediation plans at Paragraph IV. F. 6 and 7. HUD will conduct on-site file and record reviews to verify the CMHA's review findings.

3. Transfer Review

The Transfer Review will consist of an analysis of current residents with mobility disabilities who require UFAS-Accessible Units and who requested a transfer to such a unit, including the date of the transfer request. The Transfer Review, referenced in Paragraph IV. F. 1.b, will entail an analysis of data on the Transfer List described at Paragraph IV. E. 4 – agency-wide and for each development.

4. Waiting List Review

The Waiting List Review will analyze, by date of application, applicants with mobility disabilities who requested a UFAS-Accessible Unit. The Waiting List

Review shall provide a list of all applicants on the Waiting Lists who requested a UFAS-Accessible Unit with the current status of each active application for each development as follows:

- a. applicant's name;
- b. initial application date;
- c. required bedroom size;
- d. application status;
- e. if applicable, date the applicant was determined to be eligible for a UFAS-Accessible Unit;
- f. disability-related need for a UFAS-Accessible Unit;
- g. if a UFAS-Accessible Unit was not available, documentation regarding the unit(s) and reasonable accommodation offer(s) made to the applicant at the time the applicant reached the top of the waiting list; and
- h. any reasonable accommodation requested by the individual.

5. Occupancy Reviews

- a. Within sixty (60) days of completion of the Transfer and Waiting List Reviews, referenced in Paragraphs IV. E. 2-4, above, the CMHA shall conduct and submit to HUD an internal review of the occupancy of CMHA-designated UFAS-Accessible Units (and other units with accessibility features) and submit the review results to HUD for its review. HUD will approve, or provide comments, on the CMHA's Occupancy Reviews within thirty (30) days of receipt. HUD may conduct on-site file and record reviews to verify the CMHA's review findings.
- b. The Occupancy Review will analyze the current occupancy of each UFAS-Accessible Unit to determine the current occupancy, by move-in date, by either: (1) residents with mobility disabilities who require the accessibility features of UFAS-Accessible Units; or (2) residents without mobility disabilities who currently occupy and do not require the features of UFAS-Accessible Units. The Occupancy Review, referenced in Paragraphs IV. F. 1. c and d, will provide the following:
 - i) list of each CMHA-designed UFAS-Accessible Unit, by unit address, including the occupying resident's name, move-in date, disability status and need for accessible features of the unit, as well as the each unit's bedroom size and distinct accessibility features, such as a chair lift;
 - ii) list of each vacant, CMHA-designated UFAS-Accessible Units;
 - iii) for each occupant who does not require the accessibility features of the CMHA-designated UFAS-Accessible Unit, documentation regarding whether the resident executed a Lease Rider or other written acknowledgement requiring the resident to move from UFAS-Accessible Unit upon notice by the CMHA that an applicant or resident with

disabilities requires the accessibility features of the CMHA-designated UFAS-Accessible Unit; and
iv) summary statistics on (i)-(iii).

6. Remediation Plans to Address the Needs of Applicants and Residents Who Require UFAS-Accessible Units
 - a. Pursuant to the CMHA's completion of the HUD-approved Transfer, Waiting List and Occupancy Reviews, referenced in Paragraphs IV. F. 1-5, above, if the CMHA identifies eligible applicants or residents with mobility disabilities who require and requested a UFAS-Accessible Unit, a transfer or a reasonable accommodation and who have not received a UFAS-Accessible Unit, a transfer, or a reasonable accommodation, the CMHA will develop a Remediation Plan to maximize the utilization of accessible units or units with accessible features and meet the accessibility needs or transfer opportunities of individuals identified under the review items at Paragraphs IV. F.2 and 5. *See* 24 CFR § 8.27;
 - b. Within thirty (30) days of HUD's approval of the CMHA's Transfer and Waiting List reviews, referenced in Paragraphs IV. F. 1-4, above, the CMHA shall submit a proposed Transfer and Waiting List Remediation Plan to HUD for its review and approval. HUD will provide its approval, or comments, within thirty (30) days of receipt. The CMHA will commence implementation of the Transfer and Waiting List Remediation Plan within thirty (30) days of HUD's approval;
 - c. The Transfer and Waiting List Remediation Plan will describe the CMHA plans to expeditiously meet the needs of qualified, eligible applicants and residents with disabilities identified pursuant to the Transfer and Waiting List Reviews and who have not been assigned to a CMHA-designated UFAS-Accessible Unit. The Transfer and Waiting List Remediation Plan will describe, for each identified applicant or resident, the CMHA's plans to transfer the applicant or resident into a UFAS-Accessible Unit pursuant to the transfer of residents from UFAS-Accessible Units who do not need the accessibility features of the unit as identified pursuant to the CMHA's Occupancy Remediation Plan, described in Paragraph IV. F.7, below;
 - d. The Transfer and Waiting List Remediation Plan will include steps for ensuring that the following information is obtained and maintained in files for each applicant and resident with disabilities identified pursuant to the Transfer and Waiting List Reviews, referenced in Paragraphs IV. F. 1-4:
 - i) applicant or resident's name and current status;
 - ii) resident's current address;
 - iii) required bedroom size;
 - iv) accessible unit features needed;

- v) date of initial transfer request or application date;
- vi) anticipated date of offer of a CMHA-designated UFAS-Accessible Unit, if applicable;
- vii) anticipated occupancy of a CMHA-designated UFAS-Accessible Unit, if applicable;
- viii) address of the CMHA-designated UFAS-Accessible Unit offered to the applicant or resident, if applicable;
- ix) other pertinent information concerning anticipated transfer or offer of a CMHA-designated UFAS-Accessible Unit; and
- x) specific information detailing the reason(s) for each applicant or resident identified pursuant to the Transfer and Waiting List Reviews who will not be housed within one (1) year of the effective date of this Agreement.

To the extent that this information is not currently in possession, CMHA will obtain this information from applicants and persons on transfer lists. The information will also be updated following notice to current participants and persons on the waiting list preparing for admission per Paragraph IV. G. 5.

7. Occupancy Remediation Plan

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

- a. The Occupancy Remediation Plan will set forth the CMHA's Occupancy Remediation Plan to transfer each resident who is currently residing in a UFAS-Accessible Unit who does not need the features of the current unit into a vacant, non-accessible unit in order to offer the applicants and residents, identified pursuant to the Transfer and Waiting List Reviews referenced in Paragraphs IV. F. 1-4, above, a CMHA-designated UFAS-Accessible Unit.
- b. For each CMHA-designated UFAS-Accessible Unit occupied by a resident who does not require a UFAS-Accessible Unit, the Occupancy Remediation Plan will include the following:
 - i) resident's name;
 - ii) current address & development;
 - iii) required bedroom size;
 - iv) names of applicants and residents with disabilities identified pursuant to the Transfer and Waiting List Reviews referenced in Paragraphs IV. F. 1-4, above, who require UFAS-Accessible Unit in the same bedroom size;

- v) whether the resident signed the Lease Rider requiring the resident to relocate to a vacant, non-accessible unit upon notice that a resident or applicant requires the accessibility features of the resident's CMHA-designated UFAS-Accessible Unit. If the resident did not sign the Lease Rider or Addendum requiring the resident to relocate to a vacant, non-accessible unit upon notice that a resident or applicant requires the accessibility features of the resident's CMHA designated UFAS Unit, then the CMHA must send a letter to that resident to encourage a voluntary move. At the recertification of all residents occupying a UFAS Accessible unit that do not need the features, the resident must sign the Lease Rider or Addendum. In all cases of transfer (for either a resident that needs a UFAS Accessible Unit or for a person without a disability living in an accessible unit that moves to accommodate a person's need for a UFAS Accessible Unit), the CMHA will pay for the move;
- vi) anticipated transfer date; and
- vii) address, including bedroom size, of proposed transfer unit.

To the extent that this information is not currently in possession, CMHA will obtain this information from applicants and persons on transfer lists. The information will be updated also following notice to current participants and persons on the waiting list preparing for admission per Paragraph IV. G. 5.

8. Participation in Money Follows the Person Initiative

CMHA agrees, as part of its overall efforts to provide affordable, accessible housing for persons with disabilities in its serving communities, to become an active coordinating agency in the Money Follows the Person Rebalancing Initiative (the MFP Initiative) funded through the Centers for Medicare & Medicare Services (CMS) and to participate in the MFP work group created by the Ohio Department of Jobs and Family Services. CMHA will work closely with the local MFP Initiative network to facilitate applications by or on behalf of disabled individuals eligible for participation in the MFP Initiative. CMHA will incorporate the necessary preferences and other written policies, including but not limited to provisions and Housing Choice Voucher Administrative Plan that will grant the highest priority for available housing for individuals eligible for participation in the MFP Initiative. The deadlines for these activities will be consistent with corresponding deadlines for modifying admissions and occupancy related documents specified in this Agreement. As part of its quarterly and semiannual reporting requirements, CMHA will provide the Department with updated information on participation in the MFP Initiative.

9. Supportive Service Referral Process.

CMHA is obligated to continue issuing any and all special purpose vouchers they have received to otherwise qualified disabled families. CMHA must continue, to the extent practicable, to issue these vouchers, to non-elderly disabled families upon turnover. To the “extent practicable,” means that all non-elderly disabled families on CMHA’s waiting list have been issued these turnover vouchers, and PHA outreach efforts specifically directed to non-elderly disabled families has yielded no eligible applicants. Failure to serve disabled families as required will result in forfeiture of the voucher. CMHA must also enter information regarding the issuance of vouchers to participating families under this special program on the Family Report (Form HUD-50058) using the assigned special codes. CMHA must maintain these special program codes on any and all future submissions for families issued such vouchers and participating in the special voucher programs.

G. PUBLICATION AND NOTICE

1. Alternate Formats

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

2. Notice to Staff.

Within thirty (30) days of the effective date of this Agreement, CMHA shall provide a copy of this Agreement to all CMHA Executive Staff, CMHA’s VCA Administrator, Section 504/ADA Coordinator, CMHA AMP Leaders and Managers, and each duly elected Resident’s Council or resident organization.

3. Employee Notification-Terms of the VCA

- a. Within sixty (60) days of the effective date of this Agreement, the VCA Administrator shall distribute a letter describing the terms of the VCA to all current CMHA employees, including contract employees. The letter will provide: (1) a summary of the general provisions of this Agreement; (2) the policy and operational changes that CMHA will be making to implement this Agreement; and (3) CMHA’s responsibilities to comply with civil rights laws and regulations set forth in this Agreement, including Section 504, Title II of the ADA, and the Fair Housing Act, including the responsibility to provide reasonable accommodation(s) to persons with disabilities.
- b. Within ten (10) days of the entry date of each new CMHA employee and every contract employee, CMHA shall provide the new employee or contract employee a copy of the letter referenced in Paragraph IV. (G)(3)(a) above.

- c. CMHA shall maintain a signed and dated acknowledgement for each current and new CMHA employee and contract employee that verifies that the individual received the letter referenced in Paragraph IV. (G)(3)(a) above. CMHA shall retain copies of the signed and dated acknowledgements in the individual's personnel file for the duration of this Agreement.
4. Employee Notification – Occupancy, Transfer, Application, Reasonable Accommodation, Pets/Assistance Animals, Lease Addendum, and Effective Communication Policies
 - a. Within thirty (30) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (E)(1), the VCA Administrator shall distribute to all current CMHA employees, including contract employees, information concerning how CMHA will implement its new policies concerning Reasonable Accommodation, Occupancy, Transfer, Pre-application, Lease Addendum, Effective Communication and Pets/Assistance Animals. This information shall consist of a copy of these policies as well as a letter explaining how CMHA will implement the policies.
 - b. Within ten (10) days of the entry date of each new CMHA employee, CMHA shall provide the new employee or contract employee a copy of the information referenced in Paragraph IV. (G)(2)(a) above.
 - c. CMHA shall maintain signed and dated receipts for each current and new CMHA employee or contract employees that verify that the individual received this information. CMHA shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
5. Reasonable Accommodation, Occupancy, Transfer, Lease Addendum, Pet, and Effective Communication Policies: Resident and Applicant Notification
 - a. Within thirty (30) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (E)(1) above, CMHA shall commence distribution of the revised Reasonable Accommodation, Transfer, Pet and Effective Communication Policies to each applicant or the applicant's designee at the time of application and lease signing, and to each resident or the resident's designee during annual recertification.
 - b. Within ten (10) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (E)(1) above, CMHA shall post copies of the amended policies in all CMHA site management offices, as well as in CMHA's Application Office at the Carl B. Stokes Social Service Mall and other places where applications are available.
 - c. Within fifteen (15) days following the completion of CMHA staff training referenced in Section IV. (H) below, CMHA 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, Pet, Effective Communication and Transfer Policies/Procedures. CMHA will send the letter by U.S. Postal Service, first class pre-paid.

- d. For the duration of this Agreement, CMHA shall provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation, Transfer, Pet, and Effective Communication Policies to each head of household, or the resident's designee, at the time of annual re-certification. CMHA shall also continue to provide copies of the Reasonable Accommodation, Transfer, Pet, and Effective Communication Policies to each head of household, or the resident's designee, at the time of annual re-certification.

H. EMPLOYEE EDUCATION AND TRAINING

1. General:

- a. CMHA shall train its current and new employees with respect to CMHA's duties, responsibilities and procedures under this Agreement, as well as applicable civil rights statutes;
- b. Within sixty (60) days of the effective date of this Agreement, CMHA shall submit a proposed educational program to HUD for its review and approval. The proposed educational plan will include a written curriculum, objectives and training schedule. HUD will provide its review, or approval, within thirty (30) days of receipt;
- c. The proposed educational program will include:
 - i. a comprehensive description of the required training;
 - ii. a curriculum that is a minimum seven (7) hours in length;
 - iii. the proposed schedule for the training sessions; and
 - iv. the name, resume and/or curriculum vitae of each proposed trainer. The proposed trainers may include fair housing specialists/contractors, private fair housing agency staff and/or disability rights advocates with expertise in training and addressing the needs of persons with disabilities. The trainers will also include CMHA professional and management staff to address the procedural and operational aspects of this Agreement. CMHA shall videotape the initial training conducted for current employees as referenced in this Paragraph and Paragraph IV. (H)(2), below, for subsequent training of new employees; and

- d. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.
2. Current Employees:
 - a. The educational program shall be provided to CMHA employees involved with the admissions, occupancy and transfer of applicants and residents, and maintenance of properties, including, but not limited to, principal and administrative staff, project managers, housing managers, housing assistants, maintenance staff, application/occupancy specialists, and other admissions personnel. The training will provide notice of CMHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations;
 - b. Within one hundred twenty (120) days of receipt of HUD's approval of the educational program, CMHA shall complete all training for the current CMHA employees. CMHA shall videotape the training for use in subsequent trainings for new CMHA employees; and
 - c. CMHA will invite CMHA's Board of Commissioners and the Residents' Council to participate in the training.
 3. New Employees:
 - a. Within sixty (60) days of each new CMHA admissions, occupancy and transfer, and maintenance employee's entry date of service, CMHA shall provide the videotaped HUD-approved educational program addressing the critical aspects referenced in Paragraphs IV. (H)(1)(c) and (H)(2), above, in conjunction with on-site, in-person CMHA employees who will supplement the videotaped training with interactive training for new employees, including role-playing scenarios;
 - b. The training will inform the new CMHA admissions, occupancy and transfer, and maintenance employees of CMHA's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.
 4. Additional Training:
 - a. For the duration of this Agreement, in addition to the training for CMHA admissions, occupancy and transfer, and maintenance employees as referenced in Paragraphs IV. (H)(2) and (3), above, CMHA will provide additional training to CMHA Admissions Staff, Occupancy Staff, AMP Leaders and Resident Managers. The annual, three (3) hour refresher course training will reiterate CMHA's duties, responsibilities and procedures under

this Amended Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.

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

V. REPORTING AND COMPLIANCE REQUIREMENTS

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

Carolyn Murphy, Director
Office of Fair Housing and Equal Opportunity – Columbus
U.S. Department of Housing and Urban Development
200 N. High Street
Attn: CMHA VCA
Columbus, OH 43215-2463

with complete copies to:

Thomas Marshall
Office of Public Housing
U.S. Department of Housing and Urban Development
Cleveland Field Office
1350 Euclid Avenue,
Suite 500
Attn. CMHA VCA
Cleveland, OH 44115-1815 and;

Bryan Greene, Deputy Assistant Secretary for Enforcement and Programs
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 7th Street S.W.,
Room # 5204
Attn. CMHA VCA
Washington, D.C. 20410-2000

C. Reports. CMHA will provide monthly monitoring reports during the first twelve (12) months following the effective date of this Agreement and quarterly monitoring reports during the remaining term of this Agreement that covers the following topics:

1. Staffing and Training

The report will identify the VCA Administrator (or Acting Administrator) and Section 504/ADA Coordinator (or Acting Coordinator) and provide supporting information as specified in Paragraphs IV. A and B. Also, the report will describe notice and training activities with respect to AHFC employees and contract employees under Paragraphs IV. G. 4 and 5 and IV. H.

2. Physical Improvement Plans

The report will identify activities related to the preparation and adoption of UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan. Also, the report will document proposed and actual modifications to either Plan. *See* Paragraphs VI. C. 2 and VI. D. 2.

3. Status Reports on Units and Non-Housing Programs

The report will incorporate status reports on implementation of UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, as well as third party certification. *See* Paragraphs VI. C. 3 and 4 and VI. D. 3.

4. Policies and Remediation Plans

The report will identify activities related to the preparation and adoption of the following plans and policy modifications:

- a. Admission and Occupancy Policy
- b. Reasonable Accommodation Policy
- c. Transfer Policy
- d. Pet and Assistance Animal Policies

5. Results of Reviews

The report will summarize the results of reviews undertaken pursuant to Paragraph IV. F. and will include recommendations for and a description of follow-up activities to address the results of the reviews.

6. On-going Monitoring of Applications/Waiting List, Admissions and Occupancy, Transfer, Reasonable Accommodations, and Pet and Assistance Animal Policies

The report will identify activities related to the revision of the Preliminary Application for Housing Assistance, application/waiting list policies, admissions and occupancy policies, transfer policies, reasonable accommodations policies, and pet and assistance animal policies, and provide summary statistics.

VI. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, CMHA shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance, request an accommodation, or request a transfer to accommodate the need for accessible unit features or other accessibility needs and the manner in which each application is resolved.
- B. During the term of this Agreement, CMHA shall maintain all CMHA resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations and records of their resolution, transfer requests and records of their resolution, notices of involuntary moves, relocation or displacement, and notices of termination, along with any and all material relating to CMHA's implementation of the Section 504 and ADA requirements of this Agreement.
- C. During the term of this Agreement, CMHA shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement, including activities under the (1) UFAS-Accessible Unit Plan; (2) the Non-Housing Program Accessibility Plan; (3) initial occupancy, transfers, or moves to maximize the utilization of UFAS-Accessible units and other units with accessible features; (4) employee and resident notification requirements; and (5) employee training and education attendance.
- D. During the term of this Agreement, CMHA shall maintain copies of all disability-related complaints, claims, grievances, investigative records, and requests for reasonable accommodations and all review materials and documents related to the reasonable accommodation requests, including grievance process materials.
- E. Beginning one (1) year after the effective date of this Agreement, CMHA shall provide an annual report on the disposition of the disability-related complaints, claims, grievances, and requests for reasonable accommodation(s) referenced in Paragraph VI. (D), above. Upon request, CMHA also will make these records available for inspection to appropriate Department employees.
- F. This VCA does not reduce CMHA's civil rights related record keeping and reporting requirements including, but not limited to, those at 24 C.F.R. § 8.55.

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor CMHA's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and CMHA will meet at least quarterly to discuss CMHA's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with CMHA's Executive Director, Voluntary Compliance Agreement Administrator, Section 504/ADA Coordinator and/or other appropriate CMHA personnel, with notice to the Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. Prior to the expiration of any timeframe in this Agreement, CMHA may submit a request for any extension supported by documentation of good cause. The Department shall consider the reasonable extension requests.
- C. In the event that CMHA fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.
- D. 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 CMHA 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 its finding of material non-compliance, HUD will provide CMHA with a written statement specifying the facts of the alleged material non-compliance and a reasonable (generally thirty (30) day) opportunity to resolve or cure the alleged material non-compliance. If after the above process, CMHA has not resolved the claims of material non-compliance to HUD's satisfaction, HUD may take any statutory, administrative or regulatory remedy available to resolve the outstanding findings of non-compliance following the March 2007 on-site compliance review, and to effect compliance with the terms and conditions of this Agreement.


IX. SIGNATURES

CUYAHOGA METROPOLITAN HOUSING AUTHORITY:

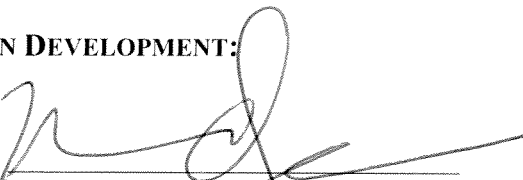

George A. Phillips
Executive Director

7-17-08
Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:


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

7/24/2008
Date


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

7/24/08
Date

APPENDIX A

Cuyahoga Metropolitan Housing Authority As of May 6, 2008

PROJECT NAME	Elderly ACC Units	Family ACC Units	Unit Count
OUTHWAITE HOMES		242	242
WOODHILL HOMES		469	469
CARVER PARK		245	245
RIVERSIDE PARK		496	496
CEDAR APARTMENTS EXT I	154	235	389
GARDEN VALLEY		355	355
OLDE CEDAR APARTMENTS		312	312
OUTHWAITE HOMES		112	112
LAKEVIEW TERRACE		504	504
CRESTVIEW APTS		211	211
KING KENNEDY SOUTH		24	24
GARDEN VALLEY EXT I		94	94
GARDEN VALLEY EXT II		97	97
WADE APARTMENTS		221	221
SPRINGBROOK	196	24	220
CEDAR APTS EXT II		12	12
WILLSON APARTMENTS		295	295
RIVERVIEW APTS	488	8	496
KING KENNEDY NORTH	174		174
GARDEN VALLEY EXT III		28	28
LA RONDE APTS		56	56
PARK DENISON		37	37
MANHATTAN TOWER		26	26
LAKEVIEW TOWER		206	206
ADDISON TOWNHOUSES		36	36
BELLAIRE GARDENS		266	266
ADDISON SQUARE	218		218
BEACHCREST APTS	234		234
SCRANTON CASTLE	60		60
APTHORP TOWER	162		162
LANDON & WALTON PLACE		22	22
MT. AUBURN MANOR	104		104
LORAIN SQUARE	110		110
MILES ELMARGE		136	136
BOHN TOWER	263		263

WOODHILL SHALE		14	14
UNION SQUARE		170	170
WOODHILL SCATTERED		17	17
JEFFERSON - WEST 5TH		18	18
EUCLID BEACH GARDENS	148		148
SCRANTON CASTLE EXT.	99		99
WEST BOULEVARD		116	116
OAKWOOD VILLAS	91		91
PURITAS GARDENS		24	24
BELLAIRE TOWNHOUSES		59	59
NOAH EAST		10	10
SCATTERED REHAB		153	153
OAKWOOD GARDENS		25	25
SCATTERED TOWNHOUSES		54	54
FAIRWAY MANOR	54		54
RENAISSANCE VILLAGE		64	64
OLDE CEDAR MROP		235	235
CARVER PARK MROP		215	215
OUTHWAITE MROP		224	224
SCATTERED SITES		50	50
DELANY VILLAGE		124	124
OUTHWAITE HOPE VI		111	111
PHOENIX VILLAGE - PHASE I		45	45
CARVER PARK ON-SITE HOPE VI - PHASE I		190	190
WESTSIDE HOMES		38	38
EASTSIDE HOMES		48	48
PHOENIX VILLAGE II		53	53
CARVER HOPE VI		89	89
BELLAIRE APARTMENTS		8	8
UNION COURT APTS	48		48
HARVARD TOWNHOUSES			6
MILES SCATTERED			1
GORDON SQUARE			58
TREMONT POINTE I			51
TOTAL			9642