VOLUNTARY COMPLIANCE AGREEMENT

THE UNITED STATES OF AMERICA

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

JACKSON COUNTY HOUSING AUTHORITY
300 North 7th Street
Murphysboro, Illinois 62966

SECTION 504 OF THE REHABILITATION ACT OF 1973

AND

TITLE II OF THE AMERICANS WITH DISABILITIES ACT

HUD NO. 05-12-R001-4 AND 05-12-R001-D

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

I. INTRODUCTION

The Jackson County Housing Authority ("JCHA" or "Recipient"), located at 300 North 7th Street, Murphysboro, Illinois, owns, operates, or controls a federally funded public housing program consisting of housing and non-housing programs through the provision of operating subsidies and capital funding from the Department. Additionally, JCHA receives various Federal funds in the form of Public Housing Operating Subsidy, Capital Fund Program, American Recovery and Reinvestment Act (ARRA) funds to operate, maintain and make capital improvements to their housing stock. Consequently, JCHA is subject to Federal civil rights laws and regulations.

The Section 504 and Americans with Disabilities Act (ADA) compliance review assessed the manner in which the Jackson County Housing Authority (JCHA) located at 300 North 7th Street, Murphysboro, Illinois, administers its federally funded programs, particularly as to whether JCHA's delivery of its housing programs are in compliance with the Department's Section 504 program requirements, Title II of the Americans with Disabilities Act (ADA) and the requirements of the Olmstead Decision.

For the purposes of this Agreement, JCHA is obligated to be in compliance with Section 504 of the Rehabilitation Act of 1973, Title II of the ADA, the Fair Housing Act of 1968, as amended (Fair Housing Act); and the Architectural Barriers Act of 1968. An on-site review on JCHA's programs and services was carried out between March 27-30, 2012, with an additional visit on August 15 and 16, 2012. The Department's review assessed JCHA's Admissions and Continued Occupancy Policy (ACOP); application and admissions processes; designated accessible housing units, including common areas; and housing programs and activities as well as an examination of JCHA's Reasonable Accommodation Policy; Transfer Policies and Waiting Lists.

Based upon the determination of the Department as described in the November 28, 2012 Letter of Findings, JCHA agrees to enter into this Voluntary Compliance Agreement ("Agreement" or "VCA") in order to resolve all issues arising from the Department's Letter of Findings.

Signing this Voluntary Compliance Agreement or complying with its terms does not constitute an admission of liability by JCHA.

II. DEFINITIONS

The following definitions regarding the Section 504 regulatory requirements shall be used in the interpretation and implementation of the terms appearing in this Voluntary Compliance Agreement:

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"), *See* 24 CFR § 8.3 and 8.32 and, where applicable, the Americans with Disabilities Act Standards for Accessible Design ("ADA Standards"), 28 CFR Part 36, Appendix A, meets the minimum standards for compliance and is accessible.

Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with Section.3-8 of the Uniform Federal Accessibility Standards ("UFAS") shall be deemed to comply with the requirements of 24 CFR §§ 8.21, 8.22, 8.23 and 8.25. Departures from particular technical and scoping requirements of the UFAS by the use of other methods are permitted where substantially equivalent or greater accessibility and usability of the building is provided. The alteration of housing facilities must also be in conformance with additional scoping requirements contained in 24 CFR Part 8. *See* 24 CFR § 8.32(a).

Accessible Route - A continuous, unobstructed UFAS-compliant path as prescribed in 24 CFR §§ 8.3 and 8.32, 28 CFR § 35.151, and UFAS Section 4.3. *See also,* definition of "Dwelling Unit" and "Non-Housing Programs."

Adaptable (504) - 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 CFR § 8.31 and UFAS §§ 4.34.3 and 4.34.4, incorporated by reference into the Section 504 regulation at 24 CFR § 8.32(a).

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 CFR § 8.3.

Development - The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for Federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. *See* 24 CFR § 8.3.

Dwelling Unit – For the purposes of this agreement, a dwelling unit is a single residential unit that provides a kitchen or a food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

Individual With a Disability - An individual with a disability is anyone who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of or is regarded as having such impairment. *See* 24 CFR § 8.3.

Maximum Extent Feasible - A unit, facility or a common area, or an element thereof, need not be made fully accessible if doing so would impose undue financial and administrative burdens on the operation of the multifamily housing project; however, this does not relieve the recipient of the obligation to make other units, facilities, or common areas, or elements thereof, fully UFAS-Accessible where doing so would not impose such burdens. *See* 24 CFR § 8.23(b).

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

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. When an applicant or resident with a disability requires a reasonable accommodation to accommodate a disability, JCHA must provide such reasonable accommodation(s) unless doing so would result in an undue financial and administrative burden. *See* 24 CFR §§ 8.4(b)(i), 8.24 and 8.33.

Structural Impracticability - Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member or that would constitute an undue financial burden.

UFAS-Accessible Unit - A Dwelling Unit that is designed, constructed, altered or adapted to comply with UFAS, is located on an Accessible Route and is Accessible, as defined in this Agreement. The unit can be approached, entered and used by individuals with disabilities; including individuals who use wheelchairs, on a route that complies with the definition of an "Accessible Route."

III. GENERAL PROVISIONS

A. This Agreement applies to all federally funded projects, related facilities, and programs or activities that JCHA, its agents, successors, and assigns own, control, operate, or sponsor.

B. It is understood that this Agreement does not constitute an admission by the Recipients of any violations of Section 504 of the Rehabilitation Act of 1973 or title II of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act.

C. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors, or assigns of JCHA and HUD. This Agreement shall remain in effect for a minimum of five (5) years after the effective date of the Agreement.

D. 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. Nor does it create any private right of action of any person or class of persons not a party to this Agreement.

E. This Agreement does not affect the ability of HUD to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.

F. Upon execution, this Agreement is a public document. A copy of this VCA shall be made available to any person for their review in accordance with the law. JCHA shall provide a copy of this Agreement to any person upon their written request. JCHA shall also provide a copy of the Agreement to its Board of Directors. JCHA shall provide a copy of reporting data it generates to comply with this VCA to any person upon their written request in accordance with applicable Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents of JCHA.

G. 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.

H. This Agreement does not affect any requirements for JCHA to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.

IV. SPECIFIC PROVISIONS AND REMEDIAL ACTIONS

A. Fair Housing Issues

1. **Familial Status Violation:** At the earliest possible date, but within no more than thirty (30) days of the effective date of this Agreement, JCHA shall be in full compliance with the Fair Housing Act provisions regarding familial status (*See* Finding 1).

    a. As HUD has not determined that any building or dwelling in JCHA's inventory is specifically designed for and occupied by elderly persons and no elderly housing is designated by or for JCHA in the PIH Information Center (PIC) database, JCHA shall remove from any signage and building specific literature any preference or limitation based on familial status.
    b. JCHA shall remove from its website, pre-application and application and related correspondence any statement or indications establishing or implying any preference or limitation based on familial status.
    c. Now and in the future, JCHA shall not make, print publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18) and/or disability.
    d. Now and in the future, JCHA shall not discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18) and/or disability.

B. Housing Programs

1. **Needs Assessment:** Within one hundred twenty (120) days of the effective date of this Agreement, JCHA shall submit, for HUD review and approval, an updated Needs Assessment (*See* Finding 2) in accordance with Section 504 regulations at 24 C.F.R. § 8.25(c).

    a. The Needs Assessment shall be completed by an independent third party organization and shall include survey and data instruments that will ensure the objectivity and accuracy of the Needs Assessment.
    b. The updated Needs Assessment must accurately reflect current housing and program information and include the needs of eligible qualified individuals with disabilities in the area.
    c. The updated Needs Assessment shall determine the needs of current tenants and applicants on its waiting list for accessible units, as well as residents and

applicants who are hearing or visually-impaired, to determine the extent to which such needs have not been met or cannot reasonably be met through development, alterations (completed, in progress and/or otherwise contemplated), or other programs administered by JCHA.

d. Within fifteen (15) days of the effective date of this Agreement, JCHA shall submit, for FHEO review and approval, the format JCHA proposes to use to complete the Needs Assessment.

2. **Self-Evaluation:** Within one hundred fifty (150) days of the effective date of this Agreement, JCHA shall complete and submit, for HUD review and approval, a comprehensive and up-to-date Section 504 Self-Evaluation (*See* Finding 3).

   a. The Self-Evaluation must be completed with the participation and involvement of persons with disabilities and those entities who serve and assist persons with disabilities.
   b. JCHA shall evaluate programs, services, and activities to determine their programmatic and physical accessibility to persons with disabilities.
   c. The Self-Evaluation shall reflect current housing and program information and include information about: outreach to the public; appropriate auxiliary aids for sight and hearing-impaired persons; programs that assure physical access for processing applications; and an assessment of the waiting lists and procedures for the LIPH and the Housing Choice Voucher programs.
   d. In the process of completing the Self-Evaluation, JCHA shall modify any policies and practices that do not meet Section 504 and ADA requirements and take appropriate corrective steps to remedy any discrimination revealed by the self-evaluation.
   e. Within fifteen (15) days of the effective date of this Agreement, JCHA shall submit, for FHEO review and approval, the format JCHA proposes to use to complete the Self-Evaluation.

3. **Transition Plan:** Within one hundred fifty (150) days of the effective date of this Agreement, JCHA shall complete, and submit for HUD review and approval, a comprehensive Section 504 Transition Plan (*See* Finding 4), setting forth the steps necessary to complete the structural changes required to achieve program accessibility.

   a. The Transition Plan shall be developed with the assistance of interested persons, including individuals with disabilities or organizations representing individuals with disabilities.
   b. The Transition Plan must accurately reflect current housing and program information and shall, at a minimum:
      - Assess the physical viability of JCHA's existing housing stock and identify physical obstacles in JCHA's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
      - Set forth the steps necessary to complete the structural changes to be undertaken to achieve program accessibility and describe in detail the

methods that will be used to make the facilities accessible;

- Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period;
- Indicate the official responsible for implementation of the plan;
- Identify the persons or groups with whose assistance the plan is prepared;
- Account for current occupancy by individuals with disabilities;
- Accurately determine the number of UFAS-Accessible units;
- Document whether residents without mobility impairments occupy accessible units;
- Generate information for future planning needs.

c. Within fifteen (15) days of the effective date of this Agreement, JCHA shall submit, for FHEO review and approval, the format JCHA proposes to use to complete the Transition Plan.

4. **<u>UFAS Accessibility Study:</u>** Within one hundred fifty (150) days of the effective date of this Agreement, and in conjunction with the Transition Plan (outlined in #3 above), JCHA shall complete, and submit for HUD review and approval, a UFAS Accessibility Study (*See* Findings 5, 6 & 7) that ensures compliance with Section 504 regulations found at 24 CFR §§ 8.23, 8.24, 8.26, and 8.32 and the Uniform Federal Accessibility Standards (UFAS).

   a. Within fifteen (15) days of the effective date of this Agreement, JCHA shall submit, for FHEO review and approval, the name, qualifications and experience of an independent third-party architectural and/or engineering firm with whom JCHA will contract to review and certify that the buildings and units designated as accessible and any units constructed or converted as part of this Agreement, meet the requirements of UFAS, ADA and the Fair Housing Act.
   b. The UFAS Accessibility Study shall address all developments, buildings, dwelling units, common areas and parts of facilities that limit accessibility, covered under this Agreement.
   c. In conjunction with the completion of the Needs Assessment, Self-Evaluation and Transition Plan, the UFAS Accessibility Study must ensure full compliance with UFAS-Accessibility Standards in each of the currently designated accessible units and any additional units modified since the Department's August 15-16, 2012 survey, or in the future.
   d. In order to complete the UFAS Accessibility Study, JCHA must survey the interior and exterior common areas of multifamily buildings with accessible units; the interior and exterior accessible routes of accessible dwelling units and all buildings with accessible dwelling units; and the parking facilities and accessible parking for all buildings containing accessible dwelling units.
   e. The Accessible Unit Study shall outline JCHA's plans to distribute UFAS-Accessible units throughout its 20 developments (with a goal of a minimum of 5% accessible units in each development) to ensure that accessible units are

available in a sufficient range of size and amenities so that persons with disabilities have choices of living arrangements comparable to that of other families eligible for assistance under the same program.

f. If the UFAS Accessibility Study proposes fewer than five percent (5%) of the units in a given development to be UFAS-Accessible, then JCHA shall provide a detailed description and supporting information, for HUD's review and approval, regarding the structural impracticability and/or undue financial and administrative burden that impedes meeting the five percent (5%) level at each of those developments.

g. The UFAS Accessibility Study will include the following information:
   - Development name and number;
   - Existing number of units in each development;
   - Existing number of units with accessibility features by bedroom size;
   - The existing distribution and total number of UFAS-Accessible Units for each development, including bedroom size;
   - Identification of the units by addresses that will be constructed or modified to be UFAS-Accessible to achieve a minimum of 5%;
   - Proposed distribution, by address, and total number of units, by bedroom size, that will be UFAS-Accessible, for each development after the Transition Plan and Accessible Unit Study are complete;
   - Proposed starting and completion dates for construction or alteration of units to achieve a minimum 5% accessible units in each development;
   - Total estimated cost by development;
   - Identification of common areas and non-housing programs 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 whether common areas and non-housing programs require modifications to meet the requirements of UFAS and ADA Accessibility Guidelines;
   - A completed Accessibility Survey form for each building, dwelling unit and non-housing program designated by JCHA as UFAS-Accessible. The form must be signed by an independent third-party architectural and/or engineering firm representative who certifies that the buildings, dwelling units and non-housing programs surveyed were found (or not found) to be designed and constructed in accordance with UFAS standards and the requirements of this VCA.

h. Within fifteen (15) days of the effective date of this Agreement, JCHA shall submit for HUD review and approval, the format JCHA proposes to use to complete the UFAS Accessibility Study.

5. **Completion of Modifications:** Within five (5) years of the effective date of this Agreement, JCHA shall complete modifications to the dwelling units, common areas, and non-housing programs identified in the UFAS Accessibility Study to bring them in full compliance with UFAS and ADA standards and guidelines, as applicable.

C. Policies and Procedures

1. **<u>Waiting List and Application Intake Management:</u>** Within ninety (90) days of the effective date of this Agreement, JCHA shall devise a **Waiting List and Application Intake Management Plan** (*See* Finding 8).

    a. A copy of the Waiting List and Application Intake plan shall be submitted to the Chicago Regional Office for review and approval prior to its implementation.
    b. The Waiting List and Application Intake Management Plan shall outline how JCHA will systematically determine whether any member of each applicant's household is disabled and in need of a UFAS-Accessible unit and/or a unit equipped with sight and hearing devices.
    c. The plan shall include an electronic method by which accurate and timely changes to the waiting list can be recorded and the information disseminated to property managers and appropriate staff.
    d. The plan shall indicate how JCHA will, on an ongoing basis, update the PIH Information Center (PIC) system to correctly reflect which units are designated as accessible.
    e. The plan shall ensure that all employees involved in the application process understand how to conduct tenant selection and screening without discriminating on the basis of any protected class, in particular applicants with disabilities.
    f. The plan shall describe how JCHA will place applicants eligible for an accessible unit on the waiting list, and offer accessible units to persons needing the features of these units, on a priority basis.
    g. The plan shall be designed to ensure that families with mobility disabilities are made aware of existing UFAS-Accessible units through advertising, marketing and outreach.
    h. The plan shall also describe the actions JCHA will take if no accessible units are available in any AMP or development at the time an application for public housing or a request to transfer is received from a person who is physically disabled and in need of a UFAS-Accessible unit.

2. **<u>Transfer Policy:</u>** Within forty-five (45) days of the effective date of this Agreement, JCHA shall update its **Transfer Policy** (*See* Finding 9).

    a. A copy of the updated Transfer Policy shall be submitted to the Chicago Regional Office of FHEO for review and approval prior to its implementation.
    b. The revised Transfer Policy shall clarify JCHA's procedures for advertising and offering accessible units to individuals in need of the features of an accessible unit when JCHA creates an accessible unit or when an accessible unit becomes vacant and available.
    c. The Transfer Policy shall be designed to ensure that current residents with disabilities occupying JCHA properties that are not UFAS-Accessible are provided the first opportunity to transfer to an available accessible unit; and that eligible qualified applicants on the waiting list, having a disability

requiring the accessibility features of the vacant dwelling unit, are given the opportunity to occupy the accessible unit if no current resident is in need of the accessibility features of the vacant dwelling unit.

d. The Transfer Policy must clearly state that when an accessible unit becomes available, JCHA will first offer the accessible unit to a current occupant with disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features to give the disabled resident the first opportunity to transfer from their unit to the available accessible unit.

e. The Transfer Policy must indicate that occupants of accessible units that do not have disabilities requiring the accessibility features of the unit, may be required by JCHA to transfer to another unit when the accessible unit they are occupying is needed by an applicant with disabilities.

f. The Transfer Policy shall further inform non-disabled residents living in accessible units that they are required to include in their lease an agreement to move to a non-accessible unit when available.

g. The Transfer Policy shall be supported with an electronic method by which JCHA:

- Is made immediately aware of the availability of an accessible dwelling unit;
- Is aware of all occupants of JCHA properties living in non-accessible units but in need of the features of the available accessible unit;
- Is aware of all applicants on the waiting list in need of and qualifying for the features of the accessible unit;
- Promptly offers an available accessible unit to a current occupant of a non-accessible unit requiring the accessibility features of the available accessible unit;
- Promptly notifies a qualified applicant on the waiting list of the availability of an accessible unit, should no current occupant require the features of the accessible unit;
- Systematically and immediately updates the PIH Information Center (PIC) system to correctly reflect when a designated accessible unit becomes available for occupancy.

3. **Reasonable Accommodation:** Within forty-five (45) days of the effective date of this Agreement, JCHA shall incorporate into its ACOP a separate and coordinated Reasonable Accommodation Policy (*See* Finding 10).

a. A copy of the new Reasonable Accommodation Policy shall be submitted to the Chicago Regional Office of FHEO for review and approval prior to its implementation, along with a written description of how applicants, residents and the public will be made aware of JCHA's Reasonable Accommodation Policy.

b. The Reasonable Accommodation policy shall provide a process by which staff and property managers provide consistent notice to their applicants and residents of their reasonable accommodation rights and responsibilities.

c. The policy shall be designed to ensure that current residents and applicants with disabilities are aware that when a family member requires an accessible feature or policy modification to accommodate a disability, JCHA must provide such feature or policy modification unless doing so would result in a fundamental alteration in the nature of its program or an undue financial and administrative burden.
d. Include a written description of how applicants, residents and the public will be made aware of and kept current regarding JCHA's Reasonable Accommodation Policy.

4. **Pet Policy:** Within forty-five (45) days of the effective date of this Agreement, JCHA shall amend its Pet Policy regarding animals that assist persons with disabilities (*See* Finding 11).

   a. A copy of the Revised Pet Policy shall be submitted to the Chicago Regional Office of FHEO for review and approval prior to its implementation, along with a written description of how applicants, residents and the public will be made aware of JCHA's Pet Policy.
   b. The policy shall indicate that, in the case of assistance/service animals, an individual with a disability must demonstrate a nexus between his or her disability and the function the service animal provides.
   c. The revised Pet Policy shall reflect the Department's position that animals necessary as a reasonable accommodation do not necessarily need to have specialized training.
   d. The policy shall be designed to ensure that current residents and applicants are aware of their rights and responsibilities under JCHA's Pet Policy.

5. **Effective Communication:** Within thirty (30) days of the effective date of this Agreement, JCHA shall draft an Effective Communication Policy (*See* Finding 12) to be incorporated into its ACOP as a separate and distinct policy.

   a. A copy of the policy shall be submitted to the Chicago Regional Office of FHEO for review and approval prior to its implementation, along with a written description of how applicants, residents and the public will be made aware of JCHA's Effective Communication Policy.
   b. The Effective Communication Policy shall provide adequate notice to applicants, residents, beneficiaries and the public of their programs regarding the right to effective communication.
   c. The policy must 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.
   d. The Effective Communication Policy shall 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.

e. The policy shall ensure that programs, policies and procedures are developed to provide auxiliary aids and services needed to ensure effective communications. Taking into account budget and training of staff, these procedures should address common requests, which may include:
   - Making documents available upon request in Braille, large print, audio recording, and accessible electronic format;
   - Providing note takers, computer-aided real-time transcriptions, assistance in reading and completing forms, and other common auxiliary aids and services.

f. The Effective Communication Policy must ensure that JCHA's policies and procedures require decision makers to give primary consideration to the auxiliary aid or service requested by the person with a disability when deciding which auxiliary aid or service to provide.

D. <u>Olmstead Provisions:</u> Within sixty (60) days of the effective date of this Agreement, JCHA must complete a detailed affirmative marketing plan that proposes actions JCHA will take to meet the housing needs of persons with disabilities transitioning from institutions or at serious risk of institutionalization, in compliance with the Olmstead Decision Provisions (*See* Finding 13). For additional guidance on implementing an Olmstead Provisions affirmative marketing plan, refer to Notice PIH2012-31 (HA), issued June 29, 2012.

1. A copy of the Olmstead Provisions affirmative marketing plan shall be submitted to the Chicago Regional Office of FHEO for review and approval prior to its implementation.
2. The marketing plan shall establish a local preference for individuals ready to exit institutional care and include in this preference persons at serious risk of institutionalization.
3. The plan must describe how JCHA will expand its marketing and outreach efforts, and advertise its waiting list to agencies that assist persons ready to transition from institutions and persons at serious risk of institutionalization.
4. The plan must explain how JCHA will develop an accessible housing list of known accessible HCV units by adding information about partially accessible units in the area, including accessible features and bedroom size for each unit.
5. The plan must demonstrate that JCHA seeks service-based resources through collaborative partnerships with Federal, state and local agencies; and conducts education and outreach that reaches advocates for the disabled as well as consumers who have disabilities.

V. REPORTING AND COMPLIANCE REQUIREMENTS

A. Beginning with the first report submitted six (6) months after the effective date of this VCA, JCHA shall submit to the Department semi-annual reports concerning the progress in meeting its Section 504, ADA and Olmstead obligations under this Agreement. The semi-annual report shall, at a minimum, contain the following:

1. Any updates to the Needs Assessment, Self-Evaluation, Transition Plan, and/or UFAS Accessibility Study;

2. A list of all vacant units within JCHA's public housing inventory during that reporting period indicating whether they contain any accessibility features and listing the specific features;

3. A list of all units that have been made fully UFAS compliant during the reporting period and reported in the PIC database;

4. An updated copy of the waiting lists indicating any applicants needing units with accessibility features and the accessibility features they require;

5. A list of all applicants offered units during the reporting period, indicating the date the unit was offered; whether the applicants needed accessibility features; whether applicants needing accessibility features were offered units containing the desired accessibility features; and whether the applicant accepted or rejected the offer;

6. A copy of the transfer list and requests for transfer, indicating whether the transfer is to accommodate a family member with a disability;

7. A report on the disposition of disability-related complaints and requests for reasonable accommodation(s) and effective communication, including copies of complaints and reasonable accommodation and effective communication requests made during the reporting period. This report should list: the address and bedroom size of each unit from which a complaint or reasonable accommodation or effective communication request is received; the date the complaint was filed or request was made; what the complaint or request involved; if and when the complaint was resolved or the request was met; a description of the action taken by JCHA; and the outcome of JCHA's actions in response to the complaint or request;

8. A copy of JCHA's affirmative marketing plan and a status report on JCHA's implementation of its marketing plan and progress made in meeting the housing needs of persons with disabilities transitioning from institutions or at serious risk of institutionalization, in compliance with the Olmstead Decision Provisions.

B. Submit all reports and correspondence to:

Joseph J. Perez, Chief, Program Compliance Branch
Office of Fair Housing and Equal Opportunity
Region V, Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, Illinois 60604-3507

C. HUD will monitor JCHA's implementation of this Agreement and may convene meetings with JCHA or any agent with notice to each organization's principal, to discuss progress in implementing this Agreement, propose modifications, or conduct other business with respect to this Agreement.

D. In the event JCHA fails to comply timely with any requirements of this Agreement, without obtaining advance written agreement from HUD for any provision(s) in this Agreement, the Department may enforce all provisions by any contractual, statutory or regulatory remedy available to HUD. HUD will determine whether JCHA has complied with the terms of this Agreement.

E. Failure by HUD to enforce this 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 and shall not be construed as a waiver of any obligation of JCHA under this Agreement.

VI. RECORDKEEPING REQUIREMENTS

A. JCHA shall maintain all JCHA resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to JCHA's implementation of the Section 504 and ADA requirements of this Agreement.

B. During the term of this Agreement, JCHA shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement relative to: (1) Needs Assessment and Self Evaluation; (2) Transition Plan; (3) Waiting Lists; (4) Amended ACOP; (5) Effective Communication Plan; and (6) Affirmative Marketing Plan.

C. During the term of this Agreement, JCHA 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.

VII. IMPLEMENTATION, MONITORING AND ENFORCEMENT

JCHA agrees and understands that the Department, on request of any Complainants or on its own motion, may review JCHA's compliance with this Agreement. As part of such review, the Department may require written reports concerning compliance, may inspect the premises, examine witnesses and examine and copy pertinent records of JCHA at any time. For the purpose of this agreement, the Department shall determine whether JCHA has complied with the terms of this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

A. JCHA enters into this Voluntary Compliance Agreement in consideration of and for the purpose of obtaining and continuing to receive Federal financial assistance extended by the Department.

B. Such Federal financial assistance is extended in reliance on the representations made in this Agreement.

C. This Agreement shall be considered an addendum to the Assurance(s) the Recipient had provided the Department in accordance with 24 CFR §8.50.

D. A failure or refusal to carry out the terms of this Agreement shall constitute noncompliance with Section 504 regulations found at 24 CFR §8.

IX. CERTIFICATION

This Voluntary Compliance Agreement, under Section 504 of the Rehabilitation Act of 1973, is entered into by the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity and the Jackson County Housing Authority.

The effective date of this Agreement is the date of the signature by the Regional Director, Office of Fair Housing and Equal Opportunity, Region V. This Agreement shall be binding on all of the officers, agents, employees and successors or assigns of JCHA and HUD.

X. SIGNATURES

By affixing their signature JCHA certifies it has reviewed the terms and conditions of this Agreement, including the reporting requirements as well as the authenticity and accuracy of all the reports that are to be provided including related activities performed by Jackson County Housing Authority, as required by this Agreement.

For Jackson County Housing Authority (JCHA):

Tyler Young Jr.

Tyler Young Jr.
Executive Director

02/07/2013
Date

For the U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity:

Maurice J. McGough, Director
Office of Fair Housing and Equal Opportunity
Region V

2/14/13
Date

JACKSON COUNTY HOUSING AUTHORITY
VOLUNTARY COMPLIANCE AGREEMENT
LIST OF APPENDICES

Appendix	Description
A	JCHA List of Properties
B	Notice PIH 2006-31 (HA) Issued: March 8, 2006 Subject: Non-Discrimination and Accessibility for Persons with Disabilities
C	Section 504 Self-Evaluation and Transition Plan—Example
D	UFAS Accessibility Checklist
E	Accessibility Survey Third Party Certification--Example
F	Effective Communication Policy—Example
G	Notice PIH 2003-31 (HA) Re: Accessibility