

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

VOLUNTARY COMPLIANCE AGREEMENT

(Pursuant to Section 504 of the Rehabilitation Act of 1973)

between

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

HOUSING AUTHORITY OF INDEPENDENCE
INDEPENDENCE, MISSOURI

Section 504 Compliance Review Number: 07-13-R001-4

**Housing Authority of Independence
Voluntary Compliance Agreement**

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I. INTRODUCTION

The Housing Authority of Independence, Missouri (HAI) owns, operates, or controls a public housing program, consisting of housing and non-housing programs that includes, but is not limited to: common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, and community programs. See List of HAI's properties attached as Appendix A. HAI receives federal financial assistance from the U. S. Department of Housing and Urban Development (HUD) through the Office of Public and Indian Housing (PIH) to fund its low-income public housing program, Section 8 Housing Choice Voucher (HCV) Program, and Capital Fund Program. HAI uses HUD's financial assistance to operate and maintain its low-income public housing and Section 8 programs, and to make capital improvements to HAI properties.

In its methods of administration and operations, the HAI must comply with various Federal civil rights laws and regulations, including but not limited to Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and its implementing regulations at 24 C.F.R. Part 8 (Section 504), Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131 *et seq.* and its implementing regulations at 28 C.F.R. Part 35 (ADA).

During the week of May 13 through 24, 2013, the Department's Office of Fair Housing and Equal Opportunity (FHEO) conducted a civil rights related compliance review of the HAI's Low-Income Public Housing and Section 8 Housing Choice Voucher programs. FHEO conducted this review pursuant to 24 C.F.R. §§ 8.56(a), to determine whether the HAI administered its programs and activities in compliance with the nondiscrimination requirements of Section 504 and the ADA. As part of the review, FHEO also examined HAI methods of administration and operations to determine whether HAI methods and operations presented any concurrent jurisdiction issues with respect to the provisions of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, and the implementing regulations published in 24 C.F.R. §§ 100.

The review team conducted physical accessibility surveys of a sample of the designated accessible dwelling units, including accessible routes, and the HAI facilities and common areas at Pleasant Heights, Hocker Heights, and Southview Manor to determine if the facilities complied with the Uniform Federal Accessibility Standards (UFAS)¹. Public Housing and Section 8 applicants apply for housing assistance at the HAI's administrative office. Team members also reviewed files and records, including tenant files, work orders, eviction files, applications, and HAI's current policies, including the Admissions and Continued Occupancy Policy (ACOP) and the Administrative Plan (AP).

Based on the results of the compliance review, the Department issued a Letter of Findings dated September 30, 2014, which contained preliminary findings of fact and a preliminary finding that the HAI was in apparent non-compliance with Section 504. The Department identified areas of non-compliance with regard to needs assessment and Corrective Action plan; physical accessibility in dwelling units, common areas and non-housing facilities; inquiries of persons on

¹ Pursuant to 24 C.F.R. § 8.32(a), buildings designed, constructed or altered in conformance with sections 3-8 of UFAS are deemed to be in compliance with the applicable accessibility requirements of Section 504.

the nature and severity of their disabilities; and provision of reasonable accommodations to persons with disabilities.

The HAI agreed to enter into this Voluntary Compliance Agreement (VCA or Agreement) in order to address the issues raised in the Department's September 30, 2014 Letter of Findings and to ensure compliance with its responsibilities under Section 504, and the implementing regulations.

II. DEFINITIONS

Accessible – when used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical handicaps. The phrase *accessible to and usable by* is synonymous with accessible. See 24 C.F.R. § 8.3.

Accessible - when used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in §8.32 is *accessible* within the meaning of this paragraph. When a unit in an existing facility, which is being made accessible as a result of alterations is intended for use by a specific qualified individual with handicaps (e.g., a current occupant of such unit or of another unit under the control of the same recipient, or an applicant on a waiting list), the unit will be deemed accessible if it meets the requirements of the Uniform Federal Accessibility Standards.

When used with respect to the design, construction, or alteration of housing and non-housing programs, including facilities and dwelling units, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with physical disabilities, including individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to comply with UFAS meets the minimum standards for compliance and is accessible. See 24 C.F.R. §§ 8.3, 8.32.

Accessible Route – A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32 and UFAS § 4.3.

Administrative Offices – HAI's administrative offices located at 210 S. Pleasant Street.

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.

Effective Date – This Agreement shall become effective on the date on which it is approved on behalf of the Department by the FHEO Regional Director in Kansas City, Kansas.

Housing Authority of Independence (HAI) – The officers, directors, agents (including contract employees), employees and successors or assigns of the HAI.

Qualified Individual with Handicaps – With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the recipient can demonstrate would result in a fundamental alteration in its nature; or with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity. *Essential eligibility requirements* include stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the recipient. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be *qualified* for occupancy in a project where such supportive services are provided by the recipient as part of the assisted program. The person may not be *qualified* for a project lacking such services.

Non-housing facilities – All or any HAI-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 facility, includes but is not limited to, common areas, entrances, elevators, on-site offices, community centers (including restrooms), day care facilities, corridors, hallways, meeting rooms, recreation rooms, senior citizen centers, social services offices, mail delivery, laundry facilities and trash disposal. Non-housing facilities include any aid, benefit or service provided by HAI policies, procedures and services whose operation contributes to the application for housing, full enjoyment of housing, and full participation in the HAI's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and non-housing facilities they fall within the provisions of this Agreement. *See* 24 C.F.R. § 8.21.

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

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

Structural Impracticability – Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50%

or more of the value of the element of the building or facility involved. *See* UFAS § 3.5. *See also* 24 C.F.R. § 8.32(c).

Total Dwelling Units – The total number of HAI’s dwelling units as of the effective date of this Agreement, 522 dwelling units, as reflected in Appendix A.

Uniform Federal Accessibility Standards (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 Sections 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. *See* 24 C.F.R. § 8.32(a).

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. A UFAS-Accessible Unit has, as a minimum, the accessible elements and spaces required by UFAS § 4.34 and at least one of each type of common area and amenity in each project is accessible and located on an accessible route to any accessible dwelling unit. *See* UFAS § 4.1.3(3). The accompanying non-housing programs must also be accessible unless HAI 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.

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 24 C.F.R. § 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 or without disabilities or to accommodate the needs of persons with different types or degrees of disability. *See* 24 C.F.R. §§ 8.3 and 8.32; UFAS §§ 4.34.3 - 4.34.6.

III. GENERAL PROVISIONS

- A. This Agreement applies to HAI and all projects, developments and related facilities and programs or activities owned, managed, operated, controlled or sponsored by HAI, its agents, successors, and assigns that receive federal financial assistance through HUD.
- B. This Agreement does not affect the obligation of the HAI to have all programs, facilities, activities and policies in compliance with ADA, and Section 504; nor does it address whether the entirety of the HAI’s operations are in compliance.
- C. This Agreement shall become effective on the date on which it is approved by the FHCO Region VII Director, Office of Fair Housing and Equal Opportunity (FHCO), Region VII, Kansas City, Kansas, of the United States Department of Housing and Urban Development (HUD). This Agreement shall be binding on all of the officers, trustees, directors, agents,

employees, and successors or assigns of the HAI and HUD. This Agreement shall remain in effect until the HAI has satisfactorily completed the provisions set forth in this Agreement; or for a minimum of two (2) years after the effective date of this Agreement, whichever is later.

- D. The Department may amend upward the minimum five percent (5%) requirement, as set forth in Section IV.B. of this Agreement, based on census data or other available current data (e.g., current Housing Assistance Plan or Comprehensive Homeless Assistance Plan), or in response to evidence of a need for a higher percentage or number received in any other manner, including applications and waiting list, pursuant to 24 C.F.R. §§ 8.22(c) and 8.23(b)(2), that the needs of income eligible persons with disabilities in Independence for UFAS-Accessible Units exceed five percent (5%). *See also* 24 C.F.R. § 8.25(c).
- E. With respect to any and all UFAS-Adaptable Units², as defined by this Agreement, that the HAI constructs, converts, or acquires to meet the VCA's requirement that 5% of its Total Dwelling Units be UFAS-Accessible, the HAI waives the defense of undue financial and administrative burden as to any modification(s) made to convert a UFAS-Adaptable Unit at the request of an applicant or resident with a disability who requires the features of the UFAS-Adaptable unit.
- F. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, Title II of the Americans with Disability Act of 1990 (the ADA), and/or the Fair Housing Act, as amended (Fair Housing Act) or any other federal, state, or local civil rights statute or authority. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- G. This Agreement does not affect the ability of HUD or the HAI to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- H. The HAI agrees to refrain from discriminating against any person in violation of Section 504, Title VI of the Civil Rights Act of 1964, and the Fair Housing Act, and to refrain from retaliating against any person who has exercised his/her civil rights; has participated in any manner with respect to the above-referenced compliance review; or participated in any manner in protecting the civil rights of the HAI's residents.
- I. Upon the effective date of this Agreement, this VCA is a public document. The HAI shall make a copy of this Agreement available to any person for his/her review upon request, or displayed in administration and rental offices, in accordance with the law.
- J. The HAI shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with the HAI's information and

² Adaptability means the ability of certain elements of a 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 or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.

privacy practices and procedures and applicable laws. 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 the HAI's obligations, responsibilities, or technical requirements under Section 504, the ADA, UFAS, and/or the Fair Housing Act, conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- L. This Agreement does not supersede, or in any manner change, the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- 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. This Agreement and the requirements herein are controlling in the event that a court orders the HAI to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement, and HUD is not a party to the litigation.
- P. The HAI will provide all notices, correspondence and/or communications disseminated in compliance with this Agreement, in alternate formats, upon requests. *See* 24 C.F.R. § 8.6.
- Q. The HAI shall hire or appoint appropriate personnel to oversee compliance with the provisions of the Agreement.

IV. SPECIFIC PROVISIONS

A. SECTION 504 COORDINATOR

- 1. Within 30 days of the effective date of this Agreement, the HAI will appoint an Acting Section 504 Coordinator and provide HUD with the name of the individual designated to serve as such.
- 2. Within 120 days of the effective date of this Agreement, the HAI shall hire or appoint a Section 504 Coordinator, as required by 24 C.F.R. § 8.53(a), and provide HUD with the name of the individual designated to serve as such and a copy of the Coordinator's resume and/or curriculum vitae.
- 3. The Section 504 Coordinator will report directly to the Executive Director of the HAI and shall serve as the point of contact for the Department regarding this Agreement and Section 504 compliance issues.

4. The individual fulfilling the role of Section 504 Coordinator must have prior experience, or obtain such training, approved by HUD, that demonstrates knowledge of and expertise concerning Section 504, Title II of the ADA, the Fair Housing Act, the regulations implementing those statutes, and applicable accessibility standards within 90 days of the effective date of this agreement.
5. The Section 504 Coordinator will receive, review, and submit recommendations to the Executive Director on all requests for reasonable accommodations and modifications. The Section 504 Coordinator will also perform the following functions:
 - a. Coordinate the HAI's compliance with Section 504 and HUD's implementing regulations;
 - b. Coordinate the implementation of the provisions of this Agreement;
 - c. Coordinate the activities of HAI personnel who will assist with both the implementation of HUD's regulations and this Agreement;
 - d. Submit reports, records, and plans required by this Agreement to the Department.
6. The HAI shall commit sufficient resources and coordinate with PIH so that the Section 504 Coordinator can successfully accomplish these objectives.
7. In the event the Section 504 Coordinator resigns or the HAI otherwise removes the person or duties from the position of Coordinator prior to the termination of this Agreement, the HAI shall designate an Acting Section 504 Coordinator within fourteen (14) days after notice of the resignation or termination. Upon designation, the HAI shall provide HUD with the name of the individual selected to serve as the Acting Section 504 Coordinator.
8. Within 10 days of receipt of the Section 504 Coordinator's notice of intent to vacate the position or HAI decision to terminate person, HAI should begin the search process to replace this person. Within 120 days of the termination or resignation of the Section 504 Coordinator, the HAI shall select a new Section 504 Coordinator. Upon designation, the HAI shall provide HUD with written notice of the new Section 504 Coordinator and a copy of the Section 504 Coordinator's resume and/or curriculum vitae within 90 days of selection.

B. HOUSING: ACCESSIBLE DWELLING UNITS

1. Provision of UFAS-Accessible Units:
 - a. Within 180 days of the effective date of this Agreement, the HAI shall create and submit a Corrective Action Plan (TP) to the Department demonstrating how the HAI will make all designated accessible units and common areas UFAS compliant within the required time frames set out below.

- i. Within 45 days of the submission of the TP, the Department shall have completed a review of the TP and shall provide the HAI with notice of necessary changes or approval.
 - ii. Within 18 months of the effective date of this Agreement, the HAI shall submit written certifications from a third-party inspector that (27) units meet UFAS. These certifications will detail the work completed on the units to bring the units into compliance and who completed the work. The Department retains the right to inspect the units after receiving notice that HAI has completed the work.
- b. The Corrective Action Plan shall set out how the HAI will remedy the UFAS deficiencies identified in each dwelling unit and/or common areas during FHEO's compliance review and the third-party's unit inspections. If the HAI determines that a currently designated unit cannot be made UFAS-Accessible by making modifications, the HAI shall identify other units that will be converted to UFAS-Accessible Units.
- c. The Corrective Action Plan shall contain the following information for each dwelling unit, including related common areas, that the HAI proposes to make UFAS Accessible to meet the five percent (5%) requirement:
 - i. The specific actions the HAI will take to address all UFAS deficiencies in each unit and related common areas³;
 - ii. The HAI department or employee or the outside company or contractor that will perform the work;
 - iii. Timeframes for when work will commence and when work will be completed for each unit;
 - iv. Estimated cost of modifications and/or acquisitions; and
- d. Within two (2) years of the effective date of this Agreement, the HAI is required to have a minimum of 35⁴, of its Total Dwelling Units, UFAS-Accessible Units. The compliance review team conducted an accessibility review of 10 of the 35 units currently designated as accessible by the HAI. This review revealed UFAS deficiencies in all 10 units. Required corrections to these units, to bring them into UFAS compliance are set out below.⁶
- e. Within in 120 days of the effective date of this Agreement, the HAI shall contract with an independent third-party to inspect all dwelling units currently designated as accessible by the HAI, as identified in Appendix B to this Agreement, to determine if the units and related common areas comply with UFAS and produce a report on the results of the inspections. The independent third-party will inspect

³ e.g., community rooms, laundry facilities, mailboxes, parking areas, play equipment, etc.

⁴ Based on the results of HAI's needs assessment, HAI may need more units that are accessible.

⁶ Note that UFAS deficiencies identified in the accessible units of the HAI are set out in Section IV, B, 1,f, below.

and provide consultation to the HAI during the modifications to ensure the unit qualifies as a UFAS-Accessible Unit.

- i. Within 60 days of the effective date of this Agreement, the HAI shall submit, for HUD review and approval, the name, qualifications and experience of the independent third-party with whom the HAI proposes to contract to inspect and certify dwelling units for compliance with UFAS.
- ii. HUD will provide its approval or comments within 30 days of the HAI's submission of the proposed independent third-party.
- iii. Within 150 days of the effective date of this Agreement, HAI shall require the approved third-party to complete inspections of the 35 units the HAI shall designate as UFAS Accessible Units, as well as the common areas in use by residents, to determine the modifications needed to bring the units and common areas into compliance with UFAS and to produce a comprehensive report setting out the results of the inspections. The report shall be submitted to the Department with the Corrective Action Plan outlined in Paragraphs IV.B.1.c., d., e., f. and IV.C.1. and 2.
 - 1) The report shall identify each unit designated for compliance, and shall identify all UFAS deficiencies within the unit and/or in any common areas, provide and enumerate the pertinent UFAS Section, and set out the corrective actions necessary to comply with UFAS.
 - 2) If the third-party inspections result in findings that conflict with the findings identified in the LOF or subject to corrective action through this VCA, the third-party will recite the details of the of this conflict in the report.
 - 3) If a dwelling unit complies with UFAS and does not require any modifications then the third-party shall provide a written certification that the unit is a UFAS-Accessible Unit.
- f. For the following ten dwelling units⁷ reviewed during the compliance review, the Corrective Action Plan shall include actions to address the noncompliant items identified during FHEO's review, set out below, in addition to any deficiencies noted during the third-party's inspections. Should FHEO's review and the third-party inspection differ, HUD will review the matter and, if necessary, consult with the third-party inspector, make a final determination whether the relevant item is noncompliant, and communicate that determination to the HAI. To the extent these deficiencies exist in the HAI's other designated accessible units, the Corrective Action Plan will likewise include actions to address those noncompliant items. The HAI will:

⁷ To qualify as an UFAS-Accessible Unit, common areas and accessible routes must also comply with UFAS. Note that UFAS deficiencies identified in the common areas of the HAI housing facilities are set out in Section IV.C. below.

Note: Please refer to the letter of findings date September 30, 2014 and attached Uniformed Federal Accessibility Standards UFAS) for a detailed explanation of corrective action required. The following web link is also provided for your convenience:

<http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>

i. Pleasant Heights-210 S. Pleasant Street Unit #321 (Efficiency)

- 1) In the kitchen, correct the amount of counter work surface to have knee clearance to comply with UFAS § 4.34.6.4.
- 2) In the kitchen, modify the knee space clearance at the kitchen sink to comply with UFAS § 4.34.6.5 (7).
- 3) Modify the highest operable part of the thermostat to comply with UFAS §§ 4.34.2(9), 4.27.3, 4.2.5 and 4.2.6.

ii. Pleasant Heights-210 S. Pleasant Street Unit #201 (One Bedroom)

- 1) In the bedroom, modify the bedroom entrance door to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
- 2) In the bedroom, modify the bedroom closet door to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
- 3) Modify the threshold of the exterior patio sliding door to comply with UFAS § 4.13.8.
- 4) In the bathroom, modify the bathroom entrance door to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
- 5) Mount the bathroom back grab bar in the bathroom to comply with UFAS §§ 4.34.5.2(3) and 4.26.
- 6) In the bathroom, correct the unobstructed turning space to comply with UFAS §§ 4.34.2(2) and 4.2.3.
- 7) Mount the mirror in the bathroom to comply with UFAS § 4.19.6.
- 8) In the kitchen, correct the amount of counter work surface to have knee clearance to comply with UFAS § 4.34.6.4.
- 9) In the kitchen, modify the knee space clearance at the kitchen sink to comply with UFAS § 4.34.6.5 (7).
- 10) Modify the electrical wall outlet in the kitchen to comply with UFAS §§ 4.34.2(9), 4.27.3, 4.2.5 and 4.2.6.

iii. Pleasant Heights-210 S. Pleasant Street #410 (Two Bedroom)

- 1) Modify the threshold of the bedroom patio door to comply with UFAS § 4.13.8.
- 2) Modify the bedroom closet door in the second bedroom to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.

- 3) Modify the threshold of the living room patio sliding door to comply with UFAS § 4.13.8.
- 4) In the bathroom, modify the bathroom entrance door to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
- 5) In the bathroom, correct the clear floor space in front of the bathtub to comply with UFAS § 4.34.5 (1).
- 6) Modify the bathtub to contain an in-tub-seat to comply with UFAS §§ 4.34.5.4(2) and 4.26.3.
- 7) Modify the clear floor space in front of the storage facilities to comply with §§ 4.34.6.2 and 4.2.4.
- 8) In the kitchen, correct the amount of counter work surface to have knee clearance to comply with UFAS § 4.34.6.4(4).
- 9) In the kitchen, modify the sink to allow knee clearance in compliance with UFAS § 4.34.6.5(7).
- 10) In the kitchen, modify the oven and adjacent kitchen counter work surface to comply with UFAS §§ 4.34.6.7, 4.34.6.2 and 4.34.6.3.
- 11) Modify the highest operable part of each thermostat located in the bedrooms and living room to comply with UFAS §§ 4.34.2(9), 4.27.3, 4.2.5 and 4.2.6.
- 12) Modify the highest operable part of each light switch in the bedroom and living room to comply with UFAS §§ 4.34.2(9), 4.27.3, 4.2.5 and 4.2.6.

iv. Hocker Heights-331 North Dodgion (Efficiency)

- 1) Modify accessible parking spaces and access aisle spaces so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
- 2) Modify the curb ramp spaces so that surface slopes do not exceed 2% in all directions to comply with UFAS §§ 4.8.6 and 4.5.
- 3) Modify the accessible route from the parking spaces to the dwelling unit entrance to comply with UFAS §§ 4.34.2 and 4.3.7.
- 4) In the bedroom, adjust the closet clothes rod and closet shelf to comply with UFAS §§ 4.25.3, 4.2.5, and 4.2.6.
- 5) Modify the medicine cabinet in the bathroom to comply with UFAS § 4.34.5.3(3).
- 6) In the kitchen, adjust the height of the cabinets to comply with UFAS § 4.2.5.
- 7) Modify cabinets in the kitchen to contain handles that comply with UFAS §§ 4.34.6.10(2) and 4.27.
- 8) Modify the highest operable part of the thermostat to comply with UFAS §§ 4.34.2(9), 4.27.3, 4.2.5 and 4.2.6.
- 9) Modify the maneuvering space in front of the dumpster to comply with UFAS §§ 4.3.7 and 4.8.

v. Hocker Heights-323 North Dodgion (One Bedroom)

- 1) In the bathroom, modify the turning space between the shower and the sink to comply with UFAS §§ 4.34.2(2) and 4.2.3.
- 2) In the kitchen, adjust the height of the cabinets to comply with UFAS § 4.2.5.
- 3) Modify the highest operable part of the bathroom light switch to comply with UFAS §§ 4.34.2(9), 4.27.3, 4.2.5 and 4.2.6.
- 4) Modify the highest operable part of the thermostat to comply with UFAS §§ 4.34.2(9), 4.27.3, 4.2.5 and 4.2.6.

vi. Hocker Heights-308 North Hocker Street (Two Bedroom)

- 1) In the bedrooms, adjust the closet clothes rod and closet shelf to comply with UFAS §§ 4.25.3, 4.2.5, and 4.2.6.
- 2) Modify the highest operable part of the light switch to comply with UFAS §§ 4.34.2(9), 4.27.3 and 4.2.6.
- 3) Modify the highest operable part of the thermostat to comply with UFAS §§ 4.34.2(9), 4.27.3 and 4.2.6.
- 4) In the kitchen, modify the oven and adjacent kitchen counter work surface to comply with UFAS §§ 4.34.6.7, 4.34.6.2 and 4.34.6.3.
- 5) Modify cabinets in the kitchen to contain handles that comply with UFAS §§ 4.34.6.10(2) and 4.27.

vii. Hocker Heights-327 North Dodgion (Three Bedroom)

- 1) In the bedroom, adjust the closet clothes rod and closet shelf to comply with UFAS §§ 4.25.3, 4.2.5, and 4.2.6.
- 2) In the U-shaped kitchen, modify the clearance between all opposing base cabinets, counter tops, appliances or walls to comply with UFAS § 4.34.6.1.
- 3) Modify cabinets in the kitchen to contain handles that comply with UFAS §§ 4.34.6.10(2) and 4.27.
- 4) In the kitchen, adjust the height of the cabinets to comply with UFAS § 4.2.5.
- 5) Modify the highest operable part of the bedroom light switch to comply with UFAS §§ 4.34.2 (9), 4.27.3, 4.2.5 and 4.2.6.
- 6) Modify the highest operable part of the thermostat to comply with UFAS §§ 4.34.2(9), 4.27.3 and 4.2.6.

viii. Hocker Heights-313 North Dodgion (Four Bedroom)

- 1) In the bedrooms, adjust the closet clothes rod and closet shelf to comply with UFAS §§ 4.25.3, 4.2.5, and 4.2.6.
- 2) In the bathroom, modify the side grab bar to comply with UFAS §§ 4.34.5.2 (3) and 4.26.

- 3) In the kitchen, adjust the height of the cabinets to comply with UFAS § 4.2.5.

ix. Southview Manor-2600 South Hub Dr.#113-B (One Bedroom)

- 1) Modify the entrance door to the unit to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
- 2) Modify the entrance door to the bedroom to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
- 3) In the bedroom, adjust the closet clothes rod and closet shelf to comply with UFAS §§ 4.25.3, 4.2.5, and 4.2.6.
- 4) In the bathroom, modify the bathroom door to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
- 5) Modify the lavatory faucet controls in the bathroom to comply with UFAS §§ 4.19.5 and 4.27.4.

x. Southview Manore-2600 South Hub Dr. # 116-B (One Bedroom)

- 1) Modify the entrance door to the unit to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
- 2) In the bedroom, adjust the closet clothes rod and closet shelf to comply with UFAS §§ 4.25.3, 4.2.5, and 4.2.6.
- 3) In the bathroom, modify the bathroom door to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
- 4) Modify the lavatory faucet controls in the bathroom to comply with UFAS §§ 4.19.5 and 4.27.4.
- 5) Adjust the medicine cabinet in the bathroom to comply with UFAS § 4.34.5.3(3).
- 6) In the kitchen, modify the clear floor space in front of the range to comply with UFAS §§ 4.34.6.2 and 4.2.4.
- 7) In the kitchen, correct the amount of counter work surface to have knee clearance to comply with UFAS § 4.34.6.4(4).

g. Certification of UFAS-Accessible Units

- i. A UFAS-Accessible Unit will not be deemed completed until HAI has submitted a certification from the approved independent third-party verifying that the unit complies with the requirements of UFAS.
 - ii. HUD reserves the right to conduct periodic on-site reviews of the completed UFAS-Accessible Units to ensure compliance.
- h. Pursuant to 24 C.F.R. § 8.26, UFAS-Accessible Units shall be, to the maximum extent feasible and subject to reasonable health and safety requirements:
- i. Distributed throughout the HAI's projects and sites; and

- ii. Available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.
- i. Pursuant to 24 C.F.R. § 8.25(a)(3), when developing public housing through the purchase of existing properties, the HAI shall give priority to facilities which are readily accessible to and usable by individuals with disabilities.
- j. If, after delivery of the 35 UFAS-Accessible Units and needs assessment, a higher number of UFAS-Accessible Units are needed, HAI may opt to provide a UFAS-Adaptable Unit, as defined by this Agreement, as a UFAS-Accessible Unit. The HAI must adopt and implement a formal policy and procedure whereby: (1) all new residents will be informed about 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; (2) consumer information about adaptable features will be provided within the unit prior to any move-in; (3) consumer information about adaptable features will be provided to residents during the annual recertification process; (4) consumer information will be provided directly to the new resident before move-in to enable him/her to request adjustments to the adaptable features prior to move-in; (5) the HAI's internal procedures are set forth, including specific timeframes, for commencing and completing modifications to an adaptable unit; and (6) the procedures will include the HAI employees and/or offices responsible for coordinating the processing of requests and the completion of the work. UFAS-Adaptable Unit feature information should also be provided during the pre-application process. *See* UFAS §§ 4.34.3 and 4.34.4.

C. ACCESSIBLE COMMON AREAS

1. Within 180 days of the effective date of this Agreement, the HAI shall create and submit a Corrective Action Plan to the Department demonstrating how the HAI will make all common areas UFAS compliant within one (1) year from the effective date of this Agreement. Within one (1) year from effective date of this Agreement, the HAI shall submit a certification to the Department that the facility's common areas comply with UFAS.
2. For the following common areas, the Corrective Action Plan shall include actions to address the noncompliant items identified during FHEO's review, set out below, in addition to any deficiencies noted during the third-party's inspections. Should FHEO's review and the third-party inspection differ, HUD will review the matter and, if necessary, consult with the third-party inspector, make a final determination whether the relevant item is noncompliant, and communicate that determination to the HAI. The HAI shall:

Note: Please refer to the letter of findings date September 30, 2014 and attached Uniformed Federal Accessibility Standards UFAS) for a detailed explanation of

corrective action required. The following web link is also provided for your convenience:

<http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>

- a. Non-Housing Programs: Pleasant Heights Administrative Office, 210 S. Pleasant Street
 - i. Public Restrooms
 - 1) Provide the International Symbol of Accessibility to comply with UFAS §§ 4.1.1(7) and 4.30.4.
 - 2) Provide a sign with text that is raised or incised to comply with UFAS § 4.30.4.
 - 3) Modify the knob type door hardware to both the male and female restrooms to comply with UFAS § 4.13.9.
 - 4) Provide insulation on the drain and hot water supply under the lavatory (sink) to comply with UFAS § 4.19.4.
 - 5) Modify the clear floor space in both the male and female public restrooms to comply with UFAS § 4.19.3.
 - ii. Community Room
 - 1) Public Restroom
 - a) Modify the clear floor space in front of the soap dispenser and towel dispenser to comply with UFAS §§ 4.22.7, 4.27.2 and 4.2.4.
 - b) Modify the highest operable part of the soap dispenser and towel dispenser to comply with UFAS §§ 4.27.3, 4.2.5 and 4.2.6.
 - c) Modify the toilet paper dispensers in both the male and female restrooms to comply with UFAS § 4.16.6.
 - d) Modify the flush control in the female restroom to comply with UFAS § 4.16.5.
 - iii. Elevators
 - 1) Correct the visible and audible signal to comply with UFAS § 4.10.4.
 - 2) Replace the inside car position bulb to comply with UFAS § 4.10.13.
- b. Non-Housing Programs: Hocker Heights Administrative Offices, 401 E. Hocker
 - i. Accessible Route
 - 1) Modify the accessible route so that surface slopes do not exceed 2% in all directions to comply with UFAS §§ 4.3.7 and 4.8.

- ii. Public Restrooms
 - 1) Provide a sign with text that is raised or incised to comply with UFAS § 4.30.4.

- iii. Community Room (common use area)
 - 1) Laundry Room
 - a) Replace the washer machine to comply with UFAS §§ 4.34.7 and 4.34.7.2.
 - 2) Drinking Fountains
 - a) Modify the clear floor space to the drinking fountain to comply with UFAS § 4.15.5.
 - 3) Controls
 - a) Modify the highest operable part of the light switch to comply with UFAS §§ 4.34.2(9), 4.2.5 and 4.2.6.
 - 4) Kitchen
 - a) Provide the cabinets with handles or other hardware to comply with UFAS §§ 4.34.6.10 and 4.27.
 - 5) Trash Dumpster
 - a) Modify the accessible route so that surface slopes do not exceed 2% in all directions to comply with UFAS §§ 4.3.7 and 4.8.

- c. Non Housing Programs: Southview Manor Administrative Office, 2600 S. Hub Drive
 - i. Accessible Parking (Visitors)
 - 1) Modify the accessible parking space and access aisle so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.

 - ii. Mailboxes
 - 1) Modify the clear floor space in front of the mailboxes to comply with UFAS §§ 4.27.2 and 4.2.4.

 - iii. Building A
 - 1) Accessible Route
 - a) Modify the curb cut/ramp near the passenger drop area to comply with UFAS § 4.3.3.
 - b) Modify the curb cut/ramp slope to comply with UFAS § 4.7.2.
 - c) Modify the accessible route slope and cross slope from the side parking lot to the front of the building so that surface slopes do not exceed the maximum allowed to comply with UFAS § 4.3.7.

- 2) Accessible Parking
 - a) Modify the accessible parking space slope and cross slope of parking space 415A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - b) Modify the accessible parking space slope and cross slope of parking space 202A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - c) Modify the access aisle slope and cross slope of parking space 202A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - d) Modify the accessible parking space slope of parking space 43A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - e) Modify the access aisle slope of parking space 43A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - f) Modify the accessible parking space slope of parking space 420A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - g) Modify the access aisle slope of parking space 420A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - h) Modify the accessible parking space slope of parking space 101A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - i) Modify the access aisle slope of parking space 43A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - j) Modify the accessible parking space slope of parking space 214A so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.

- 3) Public Restrooms
 - a) Modify the doors to the male and female public restrooms to comply with UFAS §§ 4.13.5, 4.2.1 and 4.3.3.
 - b) Modify the clear floor space in the men's restroom to comply with UFAS §§ 4.19.3 and 4.2.4.
 - c) Modify the lavatory faucet controls in both the male and female restrooms to comply with UFAS §§ 4.19.5 and 4.27.4.
 - d) Provide clear floor space in front of the soap dispenser in both the male and female restrooms to comply with UFAS §§ 4.22.7, 4.27.2 and 4.2.4.
 - e) Modify the highest operable part of the paper towel dispenser to comply with UFAS §§ 4.22.7, 4.27.3, 4.2.5 and 4.2.6.
 - f) Modify the flush control in the female bathroom to comply with UFAS §§ 4.16.5 and 4.27.4.

- 4) Elevators
 - a) Adjust the hall call buttons in the elevator to comply with UFAS § 4.10.3.
- 5) Laundry Room
 - a) Replace the washer machine in the laundry room to comply with UFAS §§ 4.34.7 and 4.34.7.2.

iv. Building B

- 1) Accessible Parking
 - a) Modify the accessible parking space slope of parking space 110B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - b) Modify the access aisle slope of parking space 110B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - c) Modify the accessible parking space slope of parking space 520B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - d) Modify the access aisle slope of parking space 520B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - e) Modify the accessible parking space slope of parking space 33B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - f) Modify the access aisle slope of parking space 33B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - g) Modify the accessible parking space cross slope of parking space 117B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - h) Modify the access aisle cross slope of parking space 117B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - i) Modify the accessible parking space cross slope of parking space 226B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - j) Modify the access aisle cross slope of parking space 226B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - k) Modify the accessible parking space cross slope of parking space 532B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.

- l) Modify the access aisle cross slope of parking space 532B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - m) Modify the accessible parking space cross slope of parking space 220B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - n) Modify the accessible parking space slope of parking space 319B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - o) Modify the accessible parking space cross slope of parking space 326B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - p) Modify the accessible parking space cross slope of parking space 224B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - q) Modify the accessible parking space cross slope of parking space 325B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - r) Modify the accessible parking space slope of parking space 229B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
 - s) Modify the accessible parking space cross slope of parking space 330B so that surface slopes do not exceed 2% in all directions to comply with UFAS § 4.6.3.
- 2) Elevators
 - a) Repair and adjust the hall call buttons in the elevator to comply with UFAS § 4.10.3.
 - b) Repair the audible signal outside the elevator to comply with UFAS § 4.10.4
 - c) Modify the character destinations at the elevator entrance to comply with UFAS §§ 4.10.5 and 4.30.
 - 3) Laundry Room
 - a) Replace the washer machine in the laundry room to comply with UFAS §§ 4.34.7 and 4.34.7.2.

D. POLICIES AND PROCEDURES

- 1. Amendments to Administrative Plans (AP) and Admissions and Continued Occupancy Plan (ACOP)
 - a. Within 60 days of the effective date of this Agreement, the HAI shall submit proposed revisions or amendments to the following sections of the ACOP and AP to the Department for review and approval:

- i. Chapter 1, Section E. "*Service and Accommodation Policy*" of the ACOP and Chapter 1, Section G. "*Reasonable Accommodation Policy*" of the AP must be revised or amended to:
 1. Conform to 24 C.F.R. § 8.33, as well as to guidance provided in the Joint Statement, which states that recipients, such as the HAI, shall modify its housing policies and practices to ensure that these policies and practices do not discriminate, on the basis of disability, against a qualified individual. The revision shall include language that states the HAI may only request disability related information that (1) is necessary to verify that the applicant/resident meets the definition of disability as defined in Section 504, (2) the needed accommodation, and (3) relationship between the applicant/resident's disability and requested accommodation if the disability is not obvious.
 2. In addition, the HAI shall only ask for information that is actually necessary to verify the person has a disability and that there is a reasonable nexus between the disability and the requested accommodation.⁸ The Medical Verification of Disability/Handicapped Status form utilized by the HAI must omit language that makes illegal inquiries into the nature of a person's disability.
 3. The HAI shall adopt policies and procedures for applicants and tenants to request that the HAI make programs and activities readily accessible to and usable by qualified individuals with disabilities. These policies and procedures must explain the process used by tenants and applicants to make requests for reasonable changes to rules, policies, procedures, or the premises to provide accessibility to a program or activity (usually referred to as a request for a reasonable accommodation or modification). Such policies and procedures shall be included in the ACOP and the AP.
- b. HUD will provide comments to the proposed revisions or amendments to the ACOP and AP within 45 days of receipt. If HAI does not receive comments from HUD within the time specified, the HAI Board can adopt and implement the proposed changes.
- c. Within 30 days of receipt of HUD's comments, the HAI shall submit the proposed revisions or amendments to the ACOP and the AP to the Board and for public comment, for those amendments requiring public comment pursuant to 24 C.F.R. §§ 903.21, 903.17 (2012).

⁸ See Notice PIH 2010-26 (HA) Non-Discrimination and Accessibility for Persons with Disabilities for additional guidance..

- d. Within 30 days of the close of the public comment period and if there are no public comments as described below, the HAI Board shall provide final approval and HAI will fully adopt and implement the amended ACOP and the AP.
 - i. In the event that public comments require a change to any of the amended ACOP and the AP sections that relate to requirements of this Agreement, within 30 days of the close of the public comment period, the HAI shall submit proposed revisions of the amended ACOP and the AP to HUD for review.
 - ii. Within 30 days of HUD review, the HAI Board shall provide final approval and the HAI will fully adopt and implement the amended ACOP and the AP.
- e. Within 15 days of the adoption of the amended ACOP and AP, the HAI shall notify residents of the changes by sending a notice to each resident, posting a notice on the on-site bulletin boards at each housing development, and location where rent payments are collected. The HAI shall provide information about the amendments to the ACOP and AP to all tenants at their annual recertification.

2. Reasonable Modification and Accommodation Policy

- a. The HAI will develop a written notice of the update to the Reasonable Accommodation and Modification Policy, as set out in Chapter 1, Section E. "Service and Accommodation Policy" of the ACOP and Chapter 1, Section G. "Reasonable Accommodation Policy" of the AP, and as detailed in paragraph D.1.a. of this agreement. HAI shall distribute the notice to applicants when they apply for admission and annually during tenant recertifications.

E. EMPLOYEE EDUCATION AND TRAINING

1. Within 90 days of the effective date of this Agreement, all current HAI "covered employees"⁹ shall receive a minimum of two (2) hours of training provided by the Department related to the HAI's duties under this Agreement, as well as applicable civil rights statutes.
 - a. Training topics shall include, but are not limited to:
 - i. Implementation of the VCA;

⁹ Employees involved in the property management and maintenance of the HAI include managers and other employees whose daily job tasks involve interacting with applicants and/or tenants ("covered employees"). The term employees includes contract employees, long-term (a minimum of four months) consultants and employees of long-term consultants.

- ii. General nondiscrimination requirements and obligations under Section 504, specifically including the accessibility requirements of UFAS for dwelling units and other facilities;
 - iii. General nondiscrimination requirements under the Fair Housing Act; and
 - iv. Program accessibility under Section 504 and reasonable accommodations under the Fair Housing Act.
 - v. Filing of a Fair Housing complaint and general nondiscriminatory requirements under the Fair Housing Act.
2. Within 60 days of each new covered employee's entry date of service, the HAI shall require new covered employees to receive training and/or review the training materials provided during the training set forth in Paragraphs IV.E.1. above.
 3. The HAI shall maintain records of the dates the training sessions that it held or conducted, the names, and titles of the people in attendance, and the agenda for the training. These records shall be included in the Status Reports submitted to the Department throughout the duration of this Agreement.
 4. In accordance with HAI's administrative plan¹⁰, the HAI will educate employees that operate the Section 8 housing choice voucher program about their obligation to assist a family in the Section 8 housing choice voucher program claiming that discrimination has prevented them from leasing a suitable unit by providing them information on how to fill out and file a housing discrimination complaint.

F. NOTICE AND PUBLICATION

1. Within 30 days of the effective date of this Agreement, the HAI shall distribute a letter that summarizes the terms of the VCA to all current Commissioners and HAI employees, including contract employees.
2. Within 30 days of the effective date of this Agreement, the HAI shall distribute a copy of the VCA to members of the HAI Board of Commissioners, the HAI managers and supervisors who will be responsible for the implementation of the actions set out in the VCA.

V. REPORTING AND COMPLIANCE REQUIREMENTS

A. STATUS REPORTS

1. This Agreement establishes the requirement for the HAI to submit bi-annual Status Reports to the Department detailing the HAI's ongoing progress towards compliance throughout the duration of this Agreement.

¹⁰ See 24 C.F.R. §§ 982.54(d)(6) and 982.304.

2. The first of these Status Reports is due six months from the effective date of this Agreement, and then every six months thereafter during the term of this VCA. The first Status Report will include:
 - a. The report from the third-party's inspection of the designated accessible units referenced in Section IV.B.1.b.iii. of this Agreement.
 - b. The HAI's Corrective Action Plan referenced in Sections IV.B.1. and C. of this Agreement.
 - c. A copy of the HAI's amended ACOP and AP or a report on the status of the proposed amendments to the ACOP and AP referenced in Section IV.D.1. of this Agreement.
 - d. A written certification that the HAI has completed the actions related to Reasonable Accommodation and Modification Policy referenced in Section IV.D.2 of this Agreement. The HAI shall provide a copy of its notices related to the Reasonable Accommodation and Modification Policy.
 - e. Evidence that the HAI employees have completed the Employee Education and Training referenced in Section IV.E. of this Agreement.
 - f. A written certification that the HAI has complied with the Notice and Publication requirements referenced in Section IV.H. of this Agreement.
 - g. Confirmation that the HAI has appointed or hired a Section 504 Coordinator and that such person has begun to fulfill the duties as set out in Section IV.A.4 of this Agreement.
3. The second Status Report is due one (1) year from the effective date of this Agreement. The second Status Report will include:
 - a. A certification that all common areas, referenced in Section IV.C. of this Agreement, are UFAS compliant.
 - b. An update on items completed and/or in progress per the Corrective Action Plan.
 - c. If not provided in the first Status Report, a copy of the amended ACOP and AP referenced in Section IV.D.1. of this Agreement.
4. The third Status Report is due eighteen (18) months from the effective date of this Agreement. The third Status Report will include:
 - a. Certifications that thirteen (13) UFAS-Accessible Units have been completed.
5. The fourth Status Report is due two (2) years from the effective date of this Agreement. The fourth Status Report will include:
 - a. Certifications that a total of thirty-five (35) UFAS-Accessible Units have been completed.
 - b. A certification of completion of all requirements of this Agreement.

B. GENERAL REPORTING

1. For purposes 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.

2. For purposes of this Agreement, all reporting and related materials must be mailed to:

Richard Nemchik, Jr.
Program/Compliance Branch
Region VII Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue
Kansas City, KS 66101

VI. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, the HAI shall maintain the following records and upon request, the HAI shall make these records available for inspection to appropriate Department employees.
1. The HAI shall maintain records in compliance with 24 C.F.R. §§ 8.55, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance and the manner in which each application is resolved.
 2. The HAI shall maintain all the HAI resident files, including applications for residency, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination along with all material relating to the HAI's implementation of the requirements of this Agreement.
 3. The HAI 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.
 4. The HAI shall maintain files containing documentation of its efforts to meet the obligations of this Agreement.

VII. IMPLEMENTATION, MONITORING AND ENFORCEMENT

- A. HUD will monitor the HAI's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and the HAI will meet at least annually to discuss the HAI's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with the HAI's Executive Director and/or other appropriate HAI 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. HUD reserves the right to conduct periodic on-site reviews of the HAI policies, records, and properties, including modifications completed pursuant to this Agreement, to ensure compliance with this Agreement and Section 504.
- C. Prior to the expiration of any timeframe in this Agreement, the HAI may submit a request for an extension supported by documentation of good cause. The Department shall review requests for extensions and grant them if they are reasonable.
- D. In the event that the HAI 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.
- E. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of HAI under this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide the HAI with a written statement specifying the facts of the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance; or, in the alternative, an opportunity to negotiate in good faith HUD's findings of non-compliance. However, if the Department determines that the HAI has not satisfactorily resolved the findings of non-compliance, the Department may take action for non-compliance, consistent with 24 C.F.R. § 8.57.
- B. The acts set forth in this Section VIII are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

IX. SIGNATURES

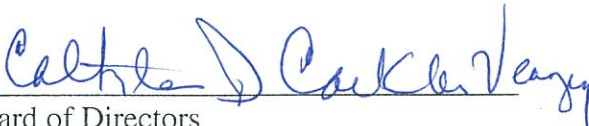
Housing Authority of the City of Independence:



Ed Miller
Executive Director

3/17/15

Date




Board of Directors
Housing Authority of City of Independence
By: Cathleen Cackler-Veazey
Chairperson, Board of Directors

3/17/15

Date

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



Betty J. Bottiger
FHEO Region VII Director
Office of Fair Housing and Equal Opportunity

April 2, 2015

Date

X.

APPENDIX A

List of HAI Properties

Pleasant Heights, 210 S. Pleasant Street, Independence, Missouri, 64050 (243 units)

Hocker Heights, 401 E. Hocker, Independence, Missouri, 64050 (135 units)

Southview Manor, 2600 S. Hub Dr., Independence, Missouri, 64050 (144 units)

XI. APPENDIX B

Units Currently Designated as UFAS Accessible Units at HAI Properties

- **Pleasant Heights (13 units)**
 - Apartment #201, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #210, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #212, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #220, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #221, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #232, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #301, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #310, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #312, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #320, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #321, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #332, 210 S. Pleasant Street, Independence, Missouri 64050
 - Apartment #410, 210 S. Pleasant Street, Independence, Missouri 64050

- **Hocker Heights (11 units)**
 - Apartment #306, 306 N. Hocker Street, Independence, Missouri, 64050
 - Apartment #308, 308 N. Hocker Street, Independence, Missouri, 64050
 - Apartment #314, 314 N. Hocker Street, Independence, Missouri, 64050
 - Apartment #328, 328 N. Hocker Street, Independence, Missouri, 64050
 - Apartment #305, 305 N. Dodgion Street, Independence, Missouri, 64050
 - Apartment #313, 313 N. Dodgion Street, Independence, Missouri, 64050
 - Apartment #303, 303 N. Dodgion Street, Independence, Missouri, 64050
 - Apartment #319, 319 N. Dodgion Street, Independence, Missouri, 64050
 - Apartment #323, 323 N. Dodgion Street, Independence, Missouri, 64050
 - Apartment #327, 327 N. Dodgion Street, Independence, Missouri, 64050
 - Apartment #331, 331 N. Dodgion Street, Independence, Missouri, 64050

- **Southview Manor (11 units)**
 - Apartment 101-A, 2600 S. Hub Drive, #101-A, Independence, Missouri, 64050
 - Apartment 102-A, 2600 S. Hub Drive, #102-A, Independence, Missouri, 64050
 - Apartment 103-A, 2600 S. Hub Drive, #103-A, Independence, Missouri, 64050
 - Apartment 104-A, 2600 S. Hub Drive, #104-A, Independence, Missouri, 64050
 - Apartment 108-B, 2600 S. Hub Drive, #108-B, Independence, Missouri, 64050
 - Apartment 110-B, 2600 S. Hub Drive, #110-B, Independence, Missouri, 64050
 - Apartment 111-B, 2600 S. Hub Drive, #111-B, Independence, Missouri, 64050
 - Apartment 112-B, 2600 S. Hub Drive, #112-B, Independence, Missouri, 64050
 - Apartment 113-B, 2600 S. Hub Drive, #113-B, Independence, Missouri, 64050
 - Apartment 114-B, 2600 S. Hub Drive, #114-B, Independence, Missouri, 64050
 - Apartment 116-B, 2600 S. Hub Drive, #116-B, Independence, Missouri, 64050