



**Voluntary Compliance Agreement**

**Between**

**United States Department of Housing and Urban Development**

**Office of Fair Housing and Equal Opportunity**

**and**

**The Housing Authority of the City of Atlanta, Georgia**

**Under**

**Section 504 of the Rehabilitation Act of 1973**

**Title II of the Americans with Disabilities Act of 1990**

**HUD CASE NO.:**

**04-21-R001-4**

**04-21-R005-D**

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## **I. PARTIES AND JURISDICTION**

1. The Parties to this Voluntary Compliance Agreement (“Agreement” or “VCA”) are the U.S. Department of Housing and Urban Development (“HUD” or the “Department”) and The Housing Authority of the City of Atlanta, Georgia (“Atlanta Housing,” “AH” or “Recipient”).
2. Recipient is a Public Housing Agency and designated Moving to Work (“MTW”) agency that owns, operates, and funds directly or through contractual, joint ownership, or other legal arrangements public housing facilities, multi-family properties, and has oversight of the public housing and individual units through its HomeFlex program, and provides individualized rent subsidy for families through its Housing Choice Voucher program. Atlanta Housing is the recipient of public housing operating and capital funds from HUD's Office of Public and Indian Housing (“PIH”) and Project-Based Vouchers (“PBV”) from HUD’s Section 8 Office. Recipient includes any officers, directors, employees, successors, assigns, or subrecipients specifically covered under the scope of 24 C.F.R. § 8.3. Atlanta Housing is a recipient of federal financial assistance from HUD, as defined at 24 C.F.R. § 8.3, and is subject to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (“Section 504”). Atlanta Housing is also a public entity subject to the requirements of Title II of the Americans with Disabilities Act (“ADA”), and its implementing regulations, 28 C.F.R. part 35. Compliance with these nondiscrimination requirements is a condition of Atlanta Housing’s receipt of Federal financial assistance from HUD. 24 C.F.R. § 5.105(a).

## **II. BACKGROUND**

3. This Agreement arises from a limited compliance review that was conducted by HUD’s Office of Fair Housing and Equal Opportunity (“FHEO”) under 24 C.F.R. § 8.56. The compliance review commenced on November 4, 2020, and was limited to the review of policies, procedures, and practices related to reasonable accommodations/reasonable modifications between January 1, 2018, and September 30, 2020, at 60 properties where Atlanta Housing provides some level of subsidy to the property or residents, which represents 54% of Atlanta Housing’s total portfolio. HUD conducted 327 interviews with disabled tenants, which HUD FHEO has determined represents an estimated 14% of identified tenants with disabilities who reside at properties where Atlanta Housing provides some level of subsidy to the property or residents. As part of FHEO’s compliance review, HUD served twenty-seven (27) requests for documents on Atlanta Housing regarding reasonable accommodation/modification information. Atlanta Housing provided documents and information to HUD FHEO pursuant to those requests for documents. Twenty-six (26) requests for information were completed by property management staff at properties where Atlanta Housing provides some level of subsidy to the property or residents. FHEO also conducted interviews with staff at Atlanta Housing.

Atlanta Housing is alleged to have violated Section 504 of the Rehabilitation Act of 1973, as amended, and its implementing regulations, 24 C.F.R. part 8, and Title II of the Americans with Disabilities Act (ADA) and its implementing regulations, 28 C.F.R. part 35.

4. HUD conducted an investigation and issued a Letter of Findings on August 13, 2021 (the “LOF”), which found that between January 1, 2018, and September 30, 2020, Atlanta Housing did not execute proper monitoring and oversight of the handling of reasonable accommodation/modification requests in its operations or by its third-party owners and management companies. HUD also found numerous valid reasonable accommodation/modification requests that were denied, unjustifiably or unreasonably delayed, lost, ignored, or otherwise improperly documented. Specifically, HUD found that at one AH-owned property and eleven (11) properties owned and managed by third parties where Atlanta Housing provides some level of subsidy to the property or residents, fifteen (15) reasonable accommodation/reasonable modification requests were not effectuated in violation of Section 504 and Title II of the ADA. Additionally, HUD’s investigation also found that Atlanta Housing failed to ensure proper recordkeeping in violation of 24 CFR 8.55(b) because Atlanta Housing was unable to provide the disability status of tenants in its assisted properties and it failed to collect information pertaining to Section 504 compliance from its third-party owners.
5. The Parties enter into this Agreement to voluntarily resolve the findings identified in the LOF and the Letter of Determination dated November 17, 2021 (the LOD). See 24 C.F.R. § 8.56(j) [and 28 C.F.R. § 35.173]. Atlanta Housing enters into this Agreement for settlement purposes only, and neither the execution of this Agreement, its terms, nor any action taken under this Agreement shall be construed as (i) an admission by Atlanta Housing or any of the third party owners or managers of properties where Atlanta Housing provides some level of subsidy to the property or residents of any fault or wrongdoing or any violation of Federal law, (ii) any admission or agreement with HUD FHEO’s findings identified in the LOF or LOD. In order to resolve HUD Case Number(s) 04-21-R001-4 and 04-21-R005-D, Atlanta Housing agrees to provide the relief specified herein, including establishment of a Relief Fund in the amount of up to Two Million Dollars (\$2,000,000).

### **III. DEFINITIONS**

6. This Agreement incorporates by reference all applicable definitions under Section 504 and the ADA, as well as 24 C.F.R. part 8, and, for Atlanta Housing only, 28 C.F.R. part 35, as such definitions are applicable and exist as of the Effective Date and as amended.
7. The following terms shall have the meanings set out herein:

- a. **Accessibility Standards** means and refers to the following:
- i. For purposes of this Agreement, the following standards shall apply:
    1. For purposes of Section 504, the accessibility standard shall be the Uniform Federal Accessibility Standards (UFAS) for design, new construction, and substantial alterations, including alterations to achieve program accessibility, since July 11, 1988, or the Alternative Accessibility Standard, which incorporates the 2010 ADA Standards for Accessible Design as defined in 28 C.F.R. § 35.104, and the eleven (11) HUD exceptions;
    2. For purposes of the ADA, for new construction, alterations, and alterations to achieve program accessibility, the 2010 ADA Standards for Accessible Design shall apply.
- b. **Aggrieved Parties** means and refers to individuals identified in the LOF (as defined herein) that the Department has determined are persons eligible to receive monetary relief from the Relief Fund under this Agreement as specified in Appendix B herein based on the Department's interpretation of the information and data received during the course of the Department's compliance review.
- c. **AH-owned Properties** means and refers to properties that are directly owned by Atlanta Housing at the time of the Department's review and are or were funded through Section 9 of the United States Housing Act of 1937, 42 U.S.C. § 1437f.
- d. **AH-assisted Properties** means and refers to properties that Atlanta Housing does not own or directly manage but provides a financial subsidy to some or all units at the property through Section 8 or Section 9 of the United States Housing Act of 1937, 42 U.S.C. § 1437g, and other sources of HUD funding.
- e. **Alternative Accessibility Standard** means and refers to the Alternative Accessibility Standard for new construction set out in HUD's Notice at 79 Fed. Reg. 29,4671 (May 23, 2014), when used in conjunction with: the new construction requirements of 24 C.F.R. part 8, including 24 C.F.R. § 8.22; and the new construction requirements of 28 C.F.R. part 35, including the 2010 Standards for Accessible Design, as defined at 28 C.F.R. § 35.104 and as applied to public entities (excluding any elevator exceptions).
- f. **Assistance Animals** means and refers to animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, as well as animals that

provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance Animals are not pets.

- g. **Auxiliary Aids and Services** means and refers to:
- i. Qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing;
  - ii. Qualified readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision;
  - iii. Acquisition or modification of equipment or devices; and
  - iv. Other similar services and actions. *See* 24 C.F.R. § 8.3;28 C.F.R. § 35.104.
- h. **Compensation List** means and refers to the list of tenants who were determined to be aggrieved or injured parties and eligible for monetary relief from the Relief Fund. The Department will issue on a rolling basis the Compensation List to the VCA Administrator for the issuance of monetary relief.
- i. **Days** means and refers to calendar days.
- j. **Department** or **HUD** means or refers to the U.S. Department of Housing and Urban Development.
- k. **Effective Date** means and refers to the date of the last signature in Section XV.
- l. **Housing Unit with Hearing/Vision Features** means and refers to a Housing Unit that complies with 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, including but not

limited to § 809.5 of the 2010 Standards for Accessible Design. Hearing/Vision Features include but are not limited to visual alarms (UFAS §§ 4.34.10, 4.28.3), auxiliary alarms (UFAS §§ 4.34.10, 4.28.4), telephone volume controls and hearing aid compatibility (UFAS § 4.31.5), protections against protruding objects (UFAS § 4.4), stairway requirements (UFAS §§ 4.9, 4.26.4), protections against exposed pipes and surfaces (UFAS §§ 4.19.4, 4.24.6, 4.34.6.5(8)), audible alarms (UFAS § 4.28.2), signage (UFAS § 4.30), push-button controls for telephones (UFAS § 4.31.6), consumer information (UFAS § 4.34.4), and range, cooktop, and oven controls (UFAS §§ 4.34.6.6, 4.34.6.7).

- m. **Housing Unit with Mobility Features** means and refers to a Housing Unit that is located on an Accessible Route and complies with the requirements of 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, including but not limited to 2010 Standards for Accessible Design Sections 809.2 through 809.4. A Housing Unit with Mobility Features can be approached, entered, and used by persons with mobility disabilities, including individuals who use wheelchairs.
- n. **Independent Administrator** means and refers to the person or organization that will be contracted by the Atlanta Housing Authority to manage the Relief Fund and identified additional tenants who are eligible for monetary compensation under the guidelines set forth in this Agreement
- o. **Individual or Person with a Disability (or Individuals with Disabilities)** means and refers to an individual who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing, or learning; has a record of such impairment; or is regarded as having such an impairment. *See* 24 C.F.R. § 8.3, as modified by the ADA Amendments Act of 2008, Pub. L. 110-325, § 7(2), 122 Stat. 3558 (September 25, 2008), amending 29 U.S.C. § 705(20); *see also* 28 C.F.R. § 35.108.
- p. **Injured Parties** means or refers to yet-to-be-determined Individuals with Disabilities who currently reside in AH-owned Properties (as defined herein) or AH-assisted Properties (as defined herein), and since January 1, 2018, consistent with this Agreement, have been documented and verified by the Department as having a reasonable accommodation/modification request that has been unreasonably denied, delayed, or ignored in violation of the Fair Housing Act, Section 504, or Title II of the ADA, as applicable. Compensation for such Injured Parties will be consistent with Appendix B herein and assessment of damages.

- q. **Owner or Owner-entity** means or refers to any public or private agency, institution, organization, or other entity or person that owns a housing development covered by this Agreement that receives federal funding through a contractual agreement with Atlanta Housing. An owner or owner-entity also means and refers to a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program but does not include an individual who is a beneficiary of such program. An owner or owner-entity may include a sub-grantee of Atlanta Housing. At the time of the LOF, one-hundred and two (102) properties within the Atlanta Housing portfolio are owned by separate owners or owner-entities.
- r. **Property Management Agent** means and refers to a person or entity that manages one or more of the AH-owned Properties or AH-assisted Properties on behalf of Atlanta Housing or an Owner or Owner-entity that receives federal financial assistance from Atlanta Housing.
- s. **Reasonable Accommodation** means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual or Person with a Disability (as defined herein) an equal opportunity to: (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) avoid discrimination against an Individual or Person with a Disability (as defined herein). Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity. For purposes of this Agreement, a Reasonable Accommodation includes any physical or structural change to a housing unit or a public or common use area that would be considered a reasonable modification for purposes of the Fair Housing Act.
- t. **Relief Fund** means and refers to the independent interest-bearing relief fund in the aggregate total amount of up to Two Million Dollars and No/100 (\$2,000,000.00) to compensate the Aggrieved Parties and Injured Parties consistent with the terms of this Agreement that will operate for thirty-six (36) months from the Effective Date.
- u. **Tenant List** means and refers to all tenants that reside at an AH-owned Property (as defined herein) or AH-assisted Property (as defined herein) who are known or otherwise disclose to Atlanta Housing or the individual property management partner that the tenant identifies as an Individual or Person with a Disability (as defined here).
- v. **Uniform Federal Accessibility Standards or UFAS** means and refers to a set of scoping requirements and standards for the design and construction of buildings and facilities to ensure that they are readily accessible to and usable by persons with



disabilities. *See* Appendix A to 24 C.F.R. part 40 for residential structures, and Appendix A to 41 C.F.R. subpart 101-19.6 for general-type buildings (UFAS is also available online at [www.access-board.gov](http://www.access-board.gov)). Pursuant to 24 C.F.R. § 8.32(a), effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of UFAS shall be deemed by HUD to comply, *inter alia*, with the requirements of 24 C.F.R. § 8.22.

- w. **Verification List** means and refers to the list of tenants that have received the monetary relief that was determined by the Department. The Independent Administrator issues the Verification List to the Department and Atlanta Housing of the checks that were issued, and the amount allocated to each identified tenant.

#### **IV. TERM OF AGREEMENT**

- 8. This Agreement shall be in effect for a period of three (3) years from the Effective Date or until FHEO has determined that all actions required by this Agreement have been performed, whichever is later. This period may be extended in writing by the parties to allow Atlanta Housing to cure any outstanding default under this Agreement.

#### **V. REMEDIAL ACTIONS**

##### **A. NON-DISCRIMINATION**

- 9. Atlanta Housing shall comply with all applicable provisions of Section 504 and HUD's implementing regulations at 24 C.F.R. part 8. HUD's Section 504 regulations provide that no person in the United States shall, on the grounds of disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity that receives federal financial assistance. 24 C.F.R. § 8.4.
- 10. Atlanta Housing shall comply with all applicable provisions of Title II of the ADA and its implementing regulations at 28 C.F.R. part 35. The ADA implementing regulations provide that no qualified Individual or Person with a Disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity. *See* 42 U.S.C. § 12132; 28 C.F.R. § 35.130.
- 11. Atlanta Housing acknowledges that it is unlawful to intimidate, threaten, coerce, or retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Section 504 or Title II of the ADA. *See* 24 C.F.R. § 8.56(k) and 28 C.F.R. § 35.134.

## **B. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR**

12. Within fourteen (14) calendar days of the Effective Date, Atlanta Housing shall appoint an Acting Voluntary Compliance Agreement Administrator (“Acting VCA Administrator”) and provide HUD with the name of the individual designated to serve as such and a copy of the Acting VCA Administrator’s resume and/or curriculum vitae.
13. Within ninety (90) calendar days of the Effective Date, Atlanta Housing shall hire or appoint a permanent Voluntary Compliance Agreement Administrator (“VCA Administrator”) and provide HUD with the name of the individual selected to serve as such and a copy of the VCA Administrator’s resume and/or curriculum vitae. The Department will have ten (10) days after the submission to object to the VCA Administrator, which objection Atlanta Housing will duly take under consideration.
  - a. The VCA Administrator will report directly to the Chief Executive Officer of Atlanta Housing or his/her designee.
  - b. Atlanta Housing will have a VCA Administrator for the duration of this Agreement.
  - c. At a minimum, the VCA Administrator will perform the following responsibilities:
    - i. Coordinate all compliance activities under this Agreement;
    - ii. Implement the provisions of this Agreement;
    - iii. Coordinate the activities of Atlanta Housing staff or third-party contractors who will assist the VCA Administrator in implementing this Agreement; and
    - iv. Submit all reports, records and plans required by this Agreement to HUD by the due dates set forth in this Agreement.
  - d. Atlanta Housing shall commit sufficient resources so that the VCA Administrator may successfully and completely accomplish the provisions of this Agreement.
14. Within thirty (30) calendar days of the Effective Date, Atlanta Housing will hire or designate a third party to assume the responsibilities of the Independent Administrator for the Relief Fund and provide HUD with the name of the individual or organization selected to serve as such. The Department will have ten (10) days after the submission to

object to the Independent Administrator, which objection Atlanta Housing will duly take under consideration.

15. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, Atlanta Housing shall designate a new VCA Administrator within fourteen (14) calendar days of this resignation or termination notice of the VCA Administrator. Upon designation, Atlanta Housing shall provide HUD with the name of the person selected to serve as the VCA Administrator.
16. Within sixty (60) calendar days of the termination or resignation of the VCA Administrator, Atlanta Housing shall select a new permanent VCA Administrator. Upon designation, Atlanta Housing shall provide HUD with the name of the new permanent VCA Administrator. The Department will have ten (10) days to object to the new VCA Administrator, which objection Atlanta Housing will duly take under consideration.

### **C. ATLANTA HOUSING POLICIES AND PROCEDURES**

The following affirmative steps shall be taken with regard to Atlanta Housing's policies and procedures governing the management of AH-owned and AH-assisted Properties.

17. Approval of Reasonable Accommodation Policies for AH-assisted Properties: Within one hundred eighty (180) days after the Effective Date, Atlanta Housing will review all reasonable accommodation policies at AH-assisted Properties to determine if they are substantially equivalent and comply with the fair housing and nondiscrimination requirements of Section 504, Title II of the ADA, and the Fair Housing Act. If a policy is found to be in compliance, Atlanta Housing will document the approval of the policy, issue an approval letter to the third-party manager at such AH-assisted Property, and submit evidence to HUD FHEO, to include a copy of the relevant policy and all approval documentation with all necessary signatures. If Atlanta Housing determines that the policy of an AH-assisted Property does not comply or is not substantially equivalent, Atlanta Housing will issue a disapproval letter, and the subject AH-assisted Property will have ninety (90) days to rectify and revise the policy. Atlanta Housing must submit to the Department a summary report of all reviewed and approved policies within two hundred and ten (210) days after the Effective Date, and a supplemental summary report, if applicable, of any outstanding policy reviews within three hundred (300) days after the Effective Date. If at any time in the future an AH-assisted Property notifies Atlanta Housing either through the revised Business Process Review process, or independently, that the policies have changed, Atlanta Housing will conduct the same review process.
18. Standardized Reasonable Accommodation Log: Within one hundred twenty (120) days of the Effective Date, Atlanta Housing shall develop and disseminate a standardized Reasonable Accommodation Log and require each property within the Atlanta Housing

portfolio (AH-owned Properties and AH-assisted Properties) to collect information related to each Reasonable Accommodation/Modification request made by or on behalf of applicants and tenants, regardless of whether the request is made verbally, on a standardized form, or via any other mode of communication, to be used across all AH-owned Properties and AH-assisted Properties regardless of the property owner or management agent. The Reasonable Accommodation Log will include, at a minimum, the following information for Reasonable Accommodation/Modification requests, including transfer requests and requests to rent or reside in an accessible housing unit:

- a. Name of requester, current address and unit number, building number, phone number and email address;
- b. Description of the request;
- c. Whether the request was made verbally or in writing;
- d. For disability transfer requests, the size of the unit requested and whether the request is for an accessible unit or a transfer to a different unit;
- e. Date of the request;
- f. Whether the request was approved or denied in whole or in part, or if an alternate accommodation/modification was offered;
- g. If denied, stated justification for denial;
- h. Anticipated date for fulfillment of the request, if granted;
- i. Date that the accommodation or modification was provided or completed; and
- j. Pending and final appeals/grievances of denied or delayed Reasonable Accommodation/Modification requests, including the date of the appeal/grievance, the date of the final decision, and the final outcome.

Once Atlanta Housing implements the standardized Reasonable Accommodation Log, throughout the term of this Agreement, the log must be used and maintained with current, accurate, and up-to-date information. The Reasonable Accommodation Log may be amended, from time to time, provided it maintains all of the information required above.

19. Monthly Submission of Standardized Reasonable Accommodation Log: Within one hundred and twenty (120) days of the Effective Date, Atlanta Housing will notify all property owners and management agents at AH-owned Properties and AH-assisted Properties that the new standardized Reasonable Accommodation Log must be uploaded

to the central portal on a monthly basis. Atlanta Housing will communicate with its partners that the submission is mandatory and will be monitored by Atlanta Housing staff.

- a. If a property has not submitted the Accommodation Log by the 10<sup>th</sup> of each month, a staff member at Atlanta Housing will contact the property manager or necessary point of contact and request the property rectify the issue within ten (10) business days.
- b. All properties must begin the monthly submission no later than one hundred eighty (180) days after the Effective Date.

20. Reasonable Accommodation/Modification Grievance Policy for AH-assisted Properties: Within ninety (90) days after the Effective Date, Atlanta Housing shall draft and submit to the Department for approval a grievance policy that allows tenants or applicants to Atlanta Housing's housing programs at AH-assisted Properties who have been denied a reasonable accommodation/modification to request a meeting with the Atlanta Housing Section 504 Coordinator or designee to discuss the validity of the denial and potential solutions. Said policy shall be deemed approved if FHEO does not object within thirty (30) days of submission. Any comments or requests for changes by the Department will be completed by Atlanta Housing within 30 days of notification. Atlanta Housing may allow any necessary staff to attend the meeting and must allow any authorized representative of the applicant or tenant to attend the meeting. Atlanta Housing will document that the meeting has taken place. The results of the meeting will be communicated to the applicant, and corresponding third party manager for resolution, if applicable, consistent with this Agreement. For the health and safety of applicants, residents, and staff, or for the efficiency, logistics, or speed of the process, Atlanta Housing may require any meetings required by this Agreement to be attended virtually, telephonically, or in-person.

#### **D. ATLANTA HOUSING MONITORING AND OVERSIGHT**

21. Internal Monthly Audit of Reasonable Accommodation Logs: One-hundred and twenty (120) days after the Effective Date, Atlanta Housing shall begin a monthly audit of the submission of standardized reasonable accommodation logs outlined in this Agreement. Atlanta Housing will audit 5% - 10% of logs at AH-owned Properties and AH-assisted Properties each month. The audit will consist of:
- a. Determining if a property properly submitted the log to the central portal;
  - b. Verifying that information was accurately recorded in the log;

- c. Seeking to contact (by phone or email) a sample of tenants who have made reasonable accommodation requests to determine-, with the tenant's consent, if the information on the log is an accurate portrayal of the original request; and
- d. Providing technical assistance to property management staff if Atlanta Housing determines that an issue is present.

22. Revision to Business Process Review and Enforcement: Within one hundred and eighty (180) days of the Effective Date, Atlanta Housing shall make the following changes in the administration and application of the Business Process Review ("BPR") and notify management at AH-owned Properties and AH-assisted Properties of the required changes. The revisions to the BPR must be submitted to FHEO for review and approval.

- a. Atlanta Housing will develop additional questions for the BPR that seek to determine if staff are implementing reasonable accommodation/modification procedures correctly, timely, and in compliance with federal nondiscrimination requirements.
- b. All BPR reviews will require review by appropriate members of Atlanta Housing's Asset Management team of the property's compliance with (1) Reasonable Accommodation/Modification log, (2) UFAS Transfer List, (3) UFAS Waiting List, and (4) UFAS Occupancy Report with related need. The components listed must be reviewed at every audit regardless of prior performance ratings of the property. The VCA Administrator and Atlanta Housing's Deputy Chief Real Estate Officer, or her designee, will be directly responsible for incorporating the changes to the BPR and will ensure appropriate training of reviewing staff on the new protocols.
- c. Atlanta Housing shall revise the BPR Audit to require management at AH-owned Properties and AH-assisted Properties to submit information regarding any fair housing, civil rights, or accessibility related complaint, investigation, or litigation to Atlanta Housing for review.
- d. Atlanta Housing shall revise the BPR Audit and develop additional questions that require the analyst to review the reasonable accommodation/modification and transfer policy and question staff or management if any changes have been made to the policy. If, through the review, it has been determined a change or revision has been made, the Atlanta Housing staff member must report it on the BPR and note on the report that a review by Atlanta Housing is needed to ensure the policy meets federal regulations and requirements. Atlanta Housing must review and issue a recommendation within ninety (90) days of completion of the BPR Report.
- e. Atlanta Housing will develop explicit follow-up protocols if a property is found as deficient in complying with the questions and standards set out in the BPR. The

protocols will include meeting(s) with regional managers and/or regional fair housing professionals of the property with potential escalation to management's executive team member(s) and will require the property to take actions to rectify the issues reported and submit evidence of compliance within sixty (60) days of the BPR Report date. Atlanta Housing will develop what remedial actions will be taken if the property fails to come into compliance and share those actions with HUD.

- f. Atlanta Housing will retain the outcomes of the assessments of reasonable accommodation/modification logs, BPRs, enforcement actions, and other related reviews, and submit to the Department a quarterly summary report. HUD FHEO shall respond to the report within sixty (60) days regarding any concerns.

## **E. TENANT EDUCATION CAMPAIGN**

23. Tenant Notice of Reasonable Accommodation Rights: Within one hundred eighty (180) days of the Effective Date, Atlanta Housing shall develop, through partnership with management at AH-assisted Properties and AH-owned Properties, a written notice for notifying and educating all tenants on their rights under the Fair Housing Act and how to request a reasonable accommodation/modification or an appeal of a previous denial. The notice will provide: (i) contact information for the specific third-party owner/manager reasonable accommodation professionals along with Atlanta Housing reasonable accommodation professionals; (ii) instructions on how to make reasonable accommodation requests; (iii) notice of non-retaliation against residents for making reasonable accommodation requests and how to contact HUD FHEO regarding any retaliation; and (iv) what to do if there are questions as to any pending requests.

Within two hundred and ten (210) days from the Effective Date, the VCA Administrator will submit a report to the Department with a summary of properties that have completed the tenant notice of Reasonable Accommodation rights and include (1) total number of tenants living at the property and (2) list of staff who participated in the campaign.

24. Relief Fund Outreach: Within ninety (90) calendar days of the Effective Date, Atlanta Housing shall develop a process to notify all individuals on the Tenant List about their right to request review surrounding an existing denied or delayed reasonable accommodation/modification request with the Independent Administrator.
  - a. A form letter is provided at Appendix C with information on how to file a right to review of a reasonable accommodation/modification request made by the tenant, or on behalf of the tenant, between January 1, 2018, and the Effective Date.

Each adult tenant shall be given the contact information for the Independent Administrator, including their website, phone number, email, and TTY line. The Independent Administrator will explain the process for filing a request for review of a reasonable accommodation/modification request that the tenant made, or that was made on behalf of the tenant, between January 1, 2018, and the Effective Date. Additionally, each tenant will receive a form letter from FHEO that explains how to file a request for review of a previous reasonable accommodation/modification request.

25. Staff Acknowledgement of Non-Retaliation: Atlanta Housing shall communicate in writing to all Owners, Owner-entities and property managers of AH-owned Properties and AH-assisted Properties what constitutes retaliation, coercion, and intimidation and that retaliation, coercion, or intimidation against tenants in any form related to their request for reasonable accommodations/modifications or their claim to review previous accommodation/modification requests is strictly prohibited. This letter will be provided to the Department within ninety (90) days of the Effective Date.
26. Communication of Disability Rights on Atlanta Housing website: Within ninety (90) days of the Effective Date, Atlanta Housing shall update its website to include information on fair housing rights, resident rights under Title II of the ADA, Section 504, and the Fair Housing Act, and how to request a reasonable accommodation or modification at properties in the AH-portfolio. This addition to the website will have an icon or section on the landing page to clearly direct residents and applicants to the subpage that explains the information outlined in this Agreement, along with a link to this Agreement in its entirety. This website shall be accessible to individuals with disabilities and shall effectively communicate the information mentioned above.

## **F. TRAINING**

27. Recording and Archiving of all AH-led Fair Housing Trainings: Within one hundred twenty (120) days of the Effective Date, Atlanta Housing shall implement the recording and archiving of all trainings conducted by an Atlanta Housing authorized contractor on the topic of fair housing and the Fair Housing Act, Section 504, and Title II of the ADA. Newly hired staff at any AH-owned Property or AH-assisted Property shall be required to view the recorded sessions, in their entirety, when the authorized contractor is unable to conduct in-person or virtual training. All newly hired staff will be required to watch the training within 30 days of onboarding in addition to any fair housing training required by the property management of AH-owned Properties and AH-assisted Properties.
28. Fair Housing Training Assessment: Within one hundred twenty (120) days of the Effective Date, Atlanta Housing shall develop a fair housing training assessment for each of the trainings that the Section 504 Coordinator, the authorized contractor, or other Atlanta Housing staff member conducts. The assessment will develop a set of questions



or other assessment tools based on the specific information presented in the training to determine knowledge retention on fair housing rights and reasonable accommodation/modification processes. The assessment will be issued to training attendees at each training conducted by Atlanta Housing both virtually and in person. The assessment will be tailored to the attendee and address issues that would arise in their specific roles. Each attendee must score seventy percent (70%) or above on the assessment in order to have completed the training successfully. Atlanta Housing will retain the outcomes of these assessments and submit to the Department on a quarterly basis a summary report on the training completion rates.

## **VI. SPECIFIC RELIEF FOR AGGRIEVED PARTIES AND INJURED PARTIES**

29. Within thirty (30) days of the Effective Date, Atlanta Housing will establish a new and independent interest-bearing Relief Fund to compensate Aggrieved Parties and Injured Parties for reasonable accommodation requests that were unreasonably delayed or denied, and any out-of-pocket expense incurred as a direct result of such delay or denial. Atlanta Housing shall deposit in Two Hundred Fifty Thousand and No/Dollars (\$250,000.00) increments, up to Two Million and No/Dollars (\$2,000,000.00) into the Relief Fund. Atlanta Housing shall deposit the next increment of funds when the previous increment is exhausted or when compensation of an Aggrieved Party or Injured Party will exceed the remaining available balance of the last increment paid to the Relief Fund. Atlanta Housing shall provide written verification of each increment deposit to the Department within seven (7) days of depositing the funds described in this paragraph. Any interest that accrues will become part of the Relief Fund and will be utilized and disposed of as set forth herein. Relief payments for Aggrieved Parties and Injured Parties will be consistent with Appendix B and relief for Injured Parties will be determined by the Department.
30. The Independent Administrator will be required, as part of its operations, to establish cost-free means for affected tenants to contact the Independent Administrator regarding review of their reasonable accommodations/modifications, consisting of an email address, a toll-free telephone number, and a teletypewriter (TTY) to ensure effective communication with persons with disabilities. Other auxiliary aids or services not already listed and additional language assistance options will be provided where necessary. To the extent that additional language assistance options are necessary, foreign language services will be provided consistent with the Department's Limited English Proficiency requirements.
  - a. The Aggrieved Parties identified in the LOF will be contacted by the Department who will communicate the process of completing and delivering the required Release Form set forth in Appendix A prior to receiving an executed check or, at the Aggrieved Party's option, via ACH electronic transfer from Atlanta Housing in the

- appropriate amount set forth in Appendix B. Upon receiving the signed release form from the Aggrieved Parties, FHEO will send the release to Atlanta Housing and Independent Administrator. Within fourteen (14) days of receiving such executed release form, Atlanta Housing will send a check payable via certified mail or overnight carrier or, at the Aggrieved Party's option, via ACH electronic transfer to the Aggrieved Party and will submit to the Department a copy of the tracking or receipt confirmation information.
- b. Identification of and relief payments to Injured Parties will be consistent with Section VII herein.
  - c. Atlanta Housing agrees that payment under this Agreement shall not affect an Injured or Aggrieved Party's income eligibility or any other eligibility criteria for purposes of Atlanta Housing's programs. See 24 C.F.R. § 5.609(c).

**VII. OUTREACH AND COMMUNICATION EFFORTS TO UNIDENTIFIED INJURED PARTIES AND REQUEST FOR REVIEW**

- 31. The Independent Administrator will be required, as part of its services under this Agreement, to establish cost-free means for individuals to make contact, consisting of an email address, and a toll-free telephone number to ensure effective communication with persons with disabilities. Other auxiliary aids or services not already listed may be provided depending on the needs of individuals on the Tenant List. To the extent that additional language assistance options are necessary, foreign language services will be provided consistent with Atlanta Housing's Limited English Proficiency policies.
- 32. Within thirty (30) days of establishing the outreach process contemplated under Paragraph 24, Atlanta Housing or the Independent Administrator shall distribute a Department-approved notice to individuals on the Tenant List consistent with Appendix C regarding their right to file for a review of a denied or delayed reasonable accommodation request. The notice should be distributed via mail to each household on the Tenant List and electronically to all head of households at AH-owned and AH-assisted properties, regardless of disability status or name on the Tenant List, who have an email address on file. The notice will explain their right to file a request for review of a reasonable accommodation/modification request submitted between January 1, 2018, and the Effective Date. The notification will include information on HUD's definition of disability and reasonable accommodation/modification, examples of visible and nonvisible disabilities, and examples of common reasonable accommodation/modification requests made. The notification will also include contact information for the Independent Administrator and describe the types of information that may be requested as part of the review.

33. The Independent Administrator, in conjunction with Atlanta Housing, must complete distribution and any re-mailing of the notice to individuals on the Tenant List no later than sixty (60) days after the notice distribution contemplated under Paragraph 32. The Independent Administrator shall provide to the Department a monthly accounting of notices that were reported to be undeliverable and any re-mailings. Neither the Independent Administrator nor Atlanta Housing is obligated to send more than one re-mailing to those individuals who had the initial letter returned as undeliverable. The Department does not expect Atlanta Housing or its partners to take additional steps to re-mail notices or engage with tenants who do not have an email address on file after fulfilling the provisions outlined in the Agreement.
34. The Independent Administrator must record and start processing requests for review received from individuals who submit a request consistent with Appendix C within fourteen (14) days of receipt of such request. In processing such requests, the Administrator must make reasonable effort to collect relevant documents of the alleged reasonable accommodation/modification request and obtain all necessary information, evidence, and documentation regarding the request consistent with Paragraphs 34 and 35 herein.
35. To process a request, the Independent Administrator shall undertake the following steps:
  - a. Contact the individual who made the request and obtain evidence of the alleged reasonable accommodation/modification request;
  - b. Contact the management staff at the property where the reasonable accommodation/modification request was made and obtain evidence of the alleged delay/denial of the reasonable accommodation/modification request and documenting if the property has failed to record any requests;
  - c. Contact corresponding Atlanta Housing reasonable accommodation staff regarding the individual who made the request, the management staff at the corresponding property, and the reasonable accommodation/modification request
  - d. All information will be compiled in a case file per individual and submitted to the Department for review and determination of alleged delay/denial of request and any appropriate compensation. The Independent Administrator will not make any determinations and will not communicate with the requester on their opinion of the outcome of the review.
36. The Independent Administrator shall submit monthly status reports to the Department regarding all submitted requests. Completed case files shall be submitted to the Department on a rolling basis. Regardless of the amount of information received by the Independent Administrator, all requests will be submitted as a case file to HUD even if

the Independent Administrator is unable to obtain the information below. Such case files will include the following information:

- a. Contact information of individual requestor;
  - b. Contact information of reasonable accommodation management staff for subject property;
  - c. Verification documentation of disability if the disability is non-apparent and the request needs to demonstrate the nexus to the disability-related need.
  - d. Accommodation/modification request;
  - e. Date of the accommodation/modification request and determination if it was requested within the scope in this Agreement (i.e., January 1, 2018, and the Effective Date);
  - f. Statement from the individual requestor explaining in detail how the accommodation/modification request was made, how the request was denied/delayed/ignored, and what, if any, out of pocket expenses were incurred as a result of not receiving the accommodation/modification request;
  - g. Collection of documents such as supporting documents or written requests for the accommodation/modification, both from the request and from the property management agents;
  - h. Statement of impact on the tenant's daily life or activity due to not receiving the reasonable accommodation;
  - i. Proposed resolution of any outstanding reasonable accommodation/modification request, to the extent the individual requestor still wants the request fulfilled and such request is feasible and does not pose an undue financial or administrative burden at the time;
37. The Department will determine if tenant's request for review is a valid claim of an unreasonably denied or unreasonably delayed reasonable accommodation/modification or not. If the case file is incomplete, the Department reserves the right to contact the tenant and request additional information. Upon completion of the Department's review, FHEO will develop a list of Injured Parties that will specify the final payment amount each Injured Party on the Compensation List shall receive from the Relief Fund and provide such information to the Independent Administrator and Atlanta Housing. If the Department communicates that a claim is valid and the requester is entitled to compensation, and Atlanta Housing has concerns over the amount of compensation, the

Independent Administrator may request a meeting with HUD to discuss their concerns within 14 days.

**VIII. DISTRIBUTION OF PAYMENTS TO PERSONS ELIGIBLE TO RECEIVE MONETARY RELIEF FROM THE RELIEF FUND**

38. The Department shall require the Independent Administrator and Atlanta Housing to deliver payments to Injured Parties identified pursuant to Paragraphs 35-38 herein within thirty (30) days after receipt of the corresponding release forms. The Independent Administrator will “skip trace” any payment that is returned as undeliverable. If another address is located from the “skip trace,” the Independent Administrator shall redeliver those payments returned as undeliverable. Upon request of the Department, the Independent Administrator shall also have checks reissued that were not deposited and have become void. The Independent Administrator shall provide to the Department a monthly accounting of the checks or ACH transfers deposited, the checks that are not deposited within three (3) months, the returned checks, results of the “skip traces” relating to returned and uncashed checks, and re-mailing of checks (“Verification List”).
39. Payments from the Relief Fund shall be subject to the following conditions, provided that the details in the administration of the Relief Fund set forth in Paragraphs a and b can be modified by written agreement of the Parties:
  - a. No Injured Party shall be paid any amount from the Relief Fund until he or she has demonstrated that a valid reasonable accommodation/modification request was unreasonably delayed or denied as determined by the Department. Both Aggrieved and Injured Parties must execute and deliver to HUD a written release of all Section 504 and Title II ADA claims in the form of Appendix A approved by the Department and Atlanta Housing.
  - b. No Injured Party shall be paid any amount from the Relief Fund until he or she has submitted a W-9 to the Department and Atlanta Housing.
  - c. The total amount paid by Atlanta Housing collectively to Aggrieved Parties and Injured Parties shall not exceed the total amount of the Relief Fund, including accrued interest.
40. All money not distributed to Aggrieved Parties and Injured Parties from the Relief Fund under this Agreement, including accrued interest, shall be deposited into Atlanta Housing’s MTW account, Capital Funds account, or such other account(s) as Atlanta Housing may deem appropriate.
41. Atlanta Housing shall not be entitled to a set-off, or any other reduction, of the amount of payments to Aggrieved Parties or Injured Parties because of any debts owed by such

parties. Atlanta Housing also shall not refuse to make a payment based on any violations or pending evictions.

42. Pursuant to HUD program requirements, payment from the Relief Fund shall not be included in the income calculation for Aggrieved Parties or Injured Parties that reside at AH-owned Properties or AH-assisted Properties during any future recertification or rent calculation process.
43. In accordance with U.S. Department of Treasury Internal Revenue Service regulations and guidance, Atlanta Housing may issue appropriate Form 1099 or equivalent forms to tenants who receive payment from the Relief Fund. Atlanta Housing does not and shall bear no responsibility for advising tenants on their tax reporting, filing, or other compliance obligations to the Internal Revenue Service.
44. For the term of this Agreement, Atlanta Housing shall retain all records relating to its obligations and compliance activities set forth in this Agreement. Atlanta Housing shall provide such records to the Department upon request.
45. In addition to the submission of any other plans or reports specified in this Agreement, Atlanta Housing shall submit quarterly reports to the Department summarizing the activities it took in the preceding three (3) months to achieve compliance with this Agreement. Atlanta Housing shall submit its first report no later than one hundred and eighty (180) days after the Effective Date, and every ninety (90) days thereafter for so long as this Agreement is in effect. The reports shall be deemed acceptable unless the Department indicates otherwise within forty-five (45) days of receipt of the respective report. HUD will provide written notice of receipt. The Department may address any concerns outside of the forty-five (45) day window.

**IX. FULFILLMENT OF UNRESOLVED REASONABLE ACCOMMODATIONS FOR AGGRIEVED PARTIES AND INJURED PARTIES**

46. Resolution of Reasonable Accommodations: Within the final execution of this Agreement, the Department will submit to Atlanta Housing, the VCA Administrator, and the Independent Administrator, the Aggrieved Parties List, which indicates tenants that the Department has determined to have a reasonable accommodation/modification request that was denied, delayed, or ignored unjustifiably between January 1, 2018, and the effective date of this Agreement. The list will include the tenants provided at Appendix B herein but updated to include the tenant's name, property, contact information, reasonable accommodation/modification request, and status of the request. Within thirty (30) days of receipt of the executed Agreement, Atlanta Housing, in partnership with the Owners and Owner-entities and property management, will take steps to fulfill and complete the reasonable accommodation or modification request of the

Aggrieved Parties if such reasonable accommodation or modification has not otherwise already been completed.

47. At the end of the thirty (30) day period stated above, Atlanta Housing must submit to the Department verification that each reasonable accommodation/modification request has been approved and completed. If Atlanta Housing or a third-party property manager encounters a delay that is outside of their control in completing the reasonable accommodation/modification request, Atlanta Housing will submit documentation and justification for the delay with an estimated date of completion.
48. Identification of Additional Injured Parties: When the Department submits the Compensation List to the Independent Administrator and Atlanta Housing, the list will include the reasonable accommodation/modification that has been unduly or unreasonably delayed, ignored, or denied. Through the process of determining a legitimate request for compensation, the list of injured parties must also receive their reasonable accommodation or modification request as outlined below. Atlanta Housing, in partnership with the Owners and Owner-entities and property management agents, will have sixty (60) days from the receipt of the list to take steps in fulfilling and completing the reasonable accommodation/modification requests. At the end of the sixty (60) day period stated above, Atlanta Housing must submit to the Department verification that each accommodation/modification request has been approved and completed. If Atlanta Housing encounters a delay that is outside of their control in completing the accommodation/modification request, Atlanta Housing will submit documentation and justification for the delay with an estimated date of completion.
49. Atlanta Housing and the third-party owner-entities and property management agents of AH-assisted Properties still reserve the right to deny requests that does not demonstrate a nexus between the stated disability and the requested accommodation or if the request would result in a financial hardship and administrative burden, or fundamental alteration of operations. If it has been determined that this is the justification for the denial, the parties involved must submit evidence of the financial hardship and administrative burden, or fundamental alteration, and the alternative accommodation/modification offered to the tenant. If the Department determines the request for review is a valid reasonable accommodation and includes a disability-related need, the accommodation will be fulfilled by Atlanta Housing as outlined in paragraph 49.

**X. SUMMARY OF AFOREMENTIONED REPORTING REQUIREMENTS FOR THIS AGREEMENT**

**A. THIRTY (30) DAY REPORTING REQUIREMENTS**

50. Verification of the establishment of a new and independent interest-bearing Relief Fund and the initial increment deposit made by Atlanta Housing.
51. Verification that Atlanta Housing has identified and entered into a contract with an Independent Administrator.
52. Verification that Atlanta Housing and/or a third-party property manager has completed the reasonable accommodation/modification request of the individuals on the Aggrieved Party list at the subject property.

**B. SIXTY (60) DAY REPORTING REQUIREMENTS**

53. Submission of the Tenant Education Campaign written proposal for how Atlanta Housing, in partnership with owners and management companies, will notify all tenants of their rights under Section 504 and Title II of the ADA and how to request a reasonable accommodation/modification.

**C. NINETY (90) DAY REPORTING REQUIREMENTS**

54. Submission of the Relief Fund Outreach written proposal for how Atlanta Housing, in partnership with the third-party managers, will notify all tenants of their right to request a review of an existing reasonable accommodation/modification request.
55. Submission of the appointment of a VCA Administrator with their contact information and resume or curriculum vitae.
56. Submission to the Department of Atlanta Housing's grievance policy for tenants and applicants of Atlanta Housing programs regarding reasonable accommodations for approval by the Department.
57. Verification that the Atlanta Housing website has been updated to reflect the provisions outlined in this Agreement.
58. A written certification that all properties have accepted and are implementing the Reasonable Accommodation/Modification Grievance Policy outlined in this Agreement.



59. Summary and numerical report on the status of unresolved reasonable accommodation/modification requests for the tenants on the Aggrieved Parties list issued by HUD.
60. Verification of Atlanta Housing Letter to all AH-owned and AH-assisted staff of their responsibility for non-retaliation regarding tenants who make reasonable accommodations or are requesting a right to review.

**D. ONE HUNDRED TWENTY (120) DAY REPORTING REQUIREMENTS**

61. Verification that individuals on the Tenant List and all heads of households via email have been notified of the Right to Review for delayed or denied accommodations as outlined in this Agreement.
62. Submission of evidence that the Independent Administrator, in conjunction with Atlanta Housing has completed the distribution of mailings to individuals on the Tenant List and the email distribution to head of households at AH-owned and AH-assisted properties.
63. Evidence that Atlanta Housing has developed a process to record and archive all fair housing trainings.
64. Evidence that all properties have been notified of the requirement to use the standardized Reasonable Accommodation Log outlined in this Agreement and that log entries will be uploaded to a central portal on a monthly basis.
65. Submission and evidence of fair housing training assessments developed for each training conducted by Atlanta Housing.
66. Evidence that Atlanta Housing has begun the audit of reasonable accommodation logs for all properties as outlined in this Agreement.

**E. ONE HUNDRED EIGHTY (180) DAY REPORTING REQUIREMENTS**

67. Submission of evidence that a review by Atlanta Housing of all reasonable accommodation policies for AH-owned Properties and AH-assisted Properties. For policies found to be in compliance by Atlanta Housing, issuance of approval letter to third-party manager; for policies found to be in noncompliance by Atlanta Housing, issuance of a disapproval letter.
68. Evidence of the completion of BPR process changes as outlined in this Agreement and procedures that appropriate staff at Atlanta Housing will follow to ensure compliance with this Agreement.

69. Evidence that all tenants have received their notification on Fair Housing and Reasonable Accommodation Rights as outlined in this Agreement.
70. First quarterly report to the Department summarizing the activities Atlanta Housing took in the preceding three (3) months to achieve compliance with this Agreement.

**F. TWO HUNDRED AND TEN (210) DAYS REPORTING REQUIREMENTS**

71. Summary report to Department of all reviewed and approved reasonable accommodation policies. Atlanta Housing will submit a copy of all letters issued to parties for both approved and denied policies.
72. Summary report to the Department of properties that have completed the tenant notice of Reasonable Accommodation rights and include (1) total number of tenants living at the property and (2) list of staff who participated in the campaign.

**G. THREE HUNDRED (300) DAYS REPORTING REQUIREMENTS**

73. Supplemental summary report, if applicable, to the Department of any outstanding policy reviews and evidence that the property has submitted a policy that is approved by Atlanta Housing

**H. STATUS REPORTS**

74. Submission of quarterly Status Reports to the Department detailing Atlanta Housing's ongoing progress with compliance activities through the duration of this Agreement.
75. The first Status Report is due six (6) months from the Effective Date, and every three (3) months until the end of this Agreement. The first report will include:
  - a. A summary report of tenants, by property, who have received the Education Campaign outlined in this Agreement.
  - b. A summary and numerical report on the number of employees trained by Atlanta Housing and their final assessment outcomes and corrective actions taken for employees that failed the final assessment during the preceding three (3) months.
  - c. BPR Audit reports of AH-owned and AH-assisted properties that are found deficient in complying with the questions and standards set out in the revised BPR. Atlanta Housing will submit the outcomes of the assessments, the communication and enforcement actions.

- d. A summary and numerical report on the monthly audit of reasonable accommodation logs that Atlanta Housing completed during the time period including:
  - i. Name of the properties that were audited during the time period covered by the Status Report;
  - ii. Numerical summary of each type of reasonable accommodation/modification request each property received;
  - iii. Numerical summary of the disposition for each reasonable accommodation/modification requested that each property completed
  - iv. Any technical assistance offered to the AH-assisted properties

#### **I. SUMMARY OF AFOREMENTIONED RELIEF FUND REPORTING REQUIREMENTS**

- 76. Evidence that individuals on the Tenant List have been notified by mail and heads of households for all units have been notified via email of their right to file a request for review of reasonable accommodation/modification requests previously made within the timeline set forth in this Agreement
- 77. Monthly submission to HUD of the case files and list of tenants who requested a review of their accommodation that will be determined by the Department if there are additional injured parties who are entitled to the acceptance and completion of a reasonable accommodation/modification request and monetary compensation.
- 78. Monthly submission of the Verification List that includes evidence of HUD approved final payments to Injured Parties and Aggrieved Parties.
- 79. Evidence of unresolved tenant reasonable accommodation/modification requests that the VCA Administrator has determined are pending, the estimated time for completion, and reason that the request is unresolved.

#### **J. GENERAL REPORTING**

- 80. HUD will monitor Atlanta Housing's implementation of this Agreement. At its discretion, HUD will convene meetings upon reasonable notice with Atlanta Housing's Board Chairman, Chief Executive Officer, VCA Administrator, or other designated staff or authorized representative to discuss the process in implementing this Agreement, propose modifications, or conduct other business with respect to this Agreement, provided that such meetings shall be subject to AH's availability.

81. HUD reserves the right to convene meetings with Atlanta Housing to discuss the process and progress in implementing this Agreement. No such meetings shall be convened with third party managers of AH-assisted Properties without due notice to Atlanta Housing and without the right of Atlanta Housing to have representation at each such meeting.
82. Atlanta Housing reserves the right to request meetings with HUD to discuss the process and progress in implementing this Agreement, which HUD shall not unduly deny or delay.
83. For the purpose of this Agreement, if the reporting day falls on a weekend or a federal holiday, the report will be due the first business day after the weekend or holiday.
84. All required reporting documentation must be sent via electronic mail or by USPS to:

**NAME REDACTED**  
**ADDRESS REDACTED**

## **XI. RECORDKEEPING REQUIREMENTS**

85. Following receipt of notice of approval of this Agreement, Atlanta Housing shall maintain and retain all records which are the source of, or contain any of the information pertinent to, its obligations to comply with this Agreement for a period of two (2) years, or as required by local and state requirements. *See* 24 CFR § 570.506.
86. For the duration of this Agreement, Atlanta Housing shall maintain all reasonable accommodation logs submitted by AH-owned Properties and AH-assisted Properties, Business Process Review reports conducted and published by Atlanta Housing, training assessments of all employees, and documentation of grievance and appeals by tenants to Atlanta Housing.
87. For the duration of this Agreement, Atlanta Housing shall maintain files containing documents of its efforts to meet the obligations of this Agreement.
88. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Section 504, Title II of the ADA, the Fair Housing Act, or any other federal, state, or local civil rights statute or authority with respect to any past, current, ongoing, or future actions. This Agreement does not create any private right of action for any person or class of persons not a Party to this Agreement.
89. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Atlanta Housing or conduct under an initiated compliance review pursuant to Section 504 and Title II of the ADA, or investigate allegations

pursuant to the Fair Housing Act, or any other authority within HUD's jurisdiction. In the investigation and proposed resolution of any such complaint, HUD shall not propose any remedy or resolution that would cause a default or substantial violation by Atlanta Housing of this Agreement.

**XII. MONITORING AND COMPLIANCE WITH THIS AGREEMENT**

- 90. The Department shall determine compliance with the terms of this Agreement. The Department will monitor Atlanta Housing's compliance with this Agreement, which may include, but is not limited to the following: reviewing all reports required under this Agreement; interviewing Atlanta Housing's employees, sub-contracted employees, and tenants; conducting on-site reviews; and examining documents. Atlanta Housing agrees to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement. The Department shall acknowledge and consider Atlanta Housing's good faith efforts to cooperate with the Department's monitoring actions and maintenance of open communications with the Department's point of contact for this Agreement. Any disputes relating to compliance with this Agreement must be submitted to the FHEO Regional Director of Region IV or his or her designee for resolution.
- 91. Any time limits for performance imposed by this Agreement may be extended, for good cause shown, by written agreement of the Parties, such agreement shall not be unreasonably withheld or denied by the Department.

**XIII. CONSEQUENCES OF BREACH AND ENFORCEMENT**

- 92. Failure to carry out any term of this Agreement resulting in a material breach to HUD, after notification of the alleged breach and a reasonable period of not less than thirty (30) days to cure, may result in the debarment, suspension, or termination of, or refusal to grant or continue federal financial assistance to, Atlanta Housing or other actions authorized by law, including referral to the Attorney General, to commence a civil action in the appropriate U.S. District Court.
- 93. Should HUD learn of Atlanta Housing's material noncompliance with this Agreement, HUD will provide notification to the Chief Executive Officer via email and via U.S. Mail, with a copy to Atlanta Housing's General Counsel and Atlanta Housing's outside counsel at the following:

**NAME REDACTED**  
**ADDRESS REDACTED**

**NAME REDACTED**  
**ADDRESS REDACTED**

94. Atlanta Housing will have thirty (30) days to cure the breach following the date of the email notice. If failure to cure occurs, HUD may take appropriate enforcement action, including referring this Agreement to the Attorney General.
95. HUD reserves the right to refer this Agreement to HUD's Office of General Counsel and the Attorney General if Atlanta Housing Authority does not cure any breach within thirty (30) days of notice or such additional time frame as may be agreed by the parties.
96. In the event that Atlanta Housing fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, such agreement not to be unreasonably withheld or denied by HUD, and subject to Atlanta Housing's reasonable right to cure as provided herein, HUD may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.
97. Failure by HUD to enforce this Agreement or any provision in this 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, failure by HUD to enforce this Agreement or any provision thereof shall not be construed as a waiver of any obligation of Atlanta Housing under this Agreement.
98. Notwithstanding anything herein to the contrary, the refusal of individuals to communicate with Atlanta Housing, share personal information including disability status and contact information, or otherwise cooperate with Atlanta Housing's efforts to comply with this Agreement will not constitute material breach of this Agreement by Atlanta Housing, unless this lack of cooperation is the direct result of intimidation, harassment, coercion, or any other prohibited conduct on the part of Atlanta Housing.

#### **XIV. MISCELLANEOUS**

99. The Department hereby appoints **NAME REDACTED** as the primary point of contact for this Agreement.
100. Atlanta Housing has entered into this Agreement for settlement purposes only, and neither the execution of this Agreement, implementation of its terms, nor any action taken under this Agreement shall be construed as (i) an admission by Atlanta Housing of any fault or wrongdoing or any violation of Federal law or (ii) any admission or agreement with HUD FHEO's findings identified in the LOF. Atlanta Housing may rely on this Agreement and any determinations made herein for purposes of any HUD, internal Independent Public Accountant, Office of Inspector General, or other third-party review or audit related to this Agreement or the subject matter to which this Agreement applies, including but not limited to amounts paid to the VCA Administrator, the Independent Administrator, third-party contractors, or through the Relief Fund. Atlanta

Housing may not use funds appropriated to Atlanta Housing by HUD to fund the Relief Fund.

- 101. Notwithstanding anything herein to the contrary, this Agreement does not apply to any units or individuals who receive tenant-based housing assistance through the Section 8 Housing Choice Voucher Program.
- 102. If this Agreement, or any provision herein, is found to be illegal or contrary to law or regulation, it shall become null and void and no longer part of this Agreement.
- 103. Atlanta Housing represents that the signatory to this Agreement is authorized to execute this Agreement and to implement its provisions.

**XV. SIGNATURES**

For the Housing Authority:

_____	_____
Eugene E. Jones Jr. President and Chief Executive Officer Atlanta Housing	Date

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

_____	_____
Carlos Osegueda Regional Director, Region IV Office of Fair Housing and Equal Opportunity	Date

**Appendix A**

**Release and Settlement Agreement**

This Release and Settlement Agreement (“Agreement”) is made and entered as of the date of the signature below by and between \_\_\_\_\_ (“Tenant”), the Housing Authority of the City of Atlanta, Georgia (“AH”), \_\_\_\_\_ (“Owner”), and \_\_\_\_\_ (“Manager,” and with AH and Owner collectively referred to herein as “Released Parties”). Upon execution of this Agreement, and in consideration for the parties’ agreement to the terms of this Agreement and of the payment to me of \$ \_\_\_\_\_ pursuant to this Agreement and effective upon that payment, I hereby release and forever discharge all claims, rights, remedies, and recoveries related to the facts at issue in the Voluntary Compliance Agreement or in any way related to the Voluntary Compliance Agreement arising under the subject matter of Case No. 04-21-R001-4 under-Fair Housing Act, Section 504, and the ADA, and release and forever discharge all claims, rights, recoveries arising from housing discrimination alleged in the Voluntary Compliance Agreement in connection with a failure to provide a reasonable accommodation or modification between January 1, 2018, and [DATE OF THE AGREEMENT], whether known and unknown, or accrued or unaccrued, up to and including the date of the execution of this release.

This does not preclude or prevent my ability to file a future discrimination complaint concerning a separate allegation.

Executed on \_\_\_\_\_, 2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City / State / Zip Code

Email: \_\_\_\_\_



## **Appendix B**

### **AGGRIEVED PARTIES**

Pursuant to the compliance review conducted by HUD FHEO and consistent with the Letter of Findings issued on August 13, 2021, and the Letter of Determination issued on November 17, 2021, HUD FHEO has determined that fifteen (15) individuals shall be compensated for the unreasonable and undue delay or denial of certain reasonable accommodation requests. The individual amounts will be communicated to the Independent Administrator and Atlanta Housing and will total \$210,000.

### **INJURED PARTIES**

Injured Parties (as defined herein) will have their claims reviewed by HUD and if proven to have an unduly delayed or denied reasonable accommodation or modification based on the provisions in the Agreement, will be issued a relief payment. The amount of the relief will be determined by the Department and communicated to the Independent Administrator and Atlanta Housing as outlined in the Agreement.

## Appendix C

### REASONABLE ACCOMMODATION RIGHT TO REVIEW PROCESS

#### Letter to Tenants at AH-owned Properties and AH-assisted Properties

You are receiving this letter from Atlanta Housing because you are a current resident at a property that is owned or assisted by Atlanta Housing.

Atlanta Housing is working towards the development of a process for tenants with disabilities to request a review of reasonable accommodation determinations. Part of this process includes the review of an unfulfilled accommodation request by any tenant with a disability or made on behalf of any tenant with a disability that was made between the dates of January 1, 2018 and [DATE OF AGREEMENT].

HUD's definition of an individual or person with a disability is as follows:

“An individual who as a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing, or learning; has a record of such impairment; or is regarded as having such an impairment.”

HUD's definition of a reasonable accommodation is as follows:

“A change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an individual with a disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development and/or (2) participate in, or benefit from, a program (housing or non-housing), service, or activity.”

Common examples of Reasonable Accommodation requests are:

- Grab bars
- Unit transfers due to a disability
- Designated accessible parking space
- Live-in aid
- Exemption from mandatory work requirements due to a disability

If you believe that you have made a request that has not been fulfilled by the property management staff between January 1, 2018 and [AGREEMENT DATE], you are encouraged to contact the Independent Administrator at the contact information below. If you are unsure if you qualify as a person with a disability or of the status of your request, the Department encourages

you to contact the Independent Administrator who will be able to identify if you qualify for a review.

Tenant Acknowledgment of Fraud Liability: Consistent with Title 18, Section 1001 of the U.S. Code, if it is found that a tenant has intentionally, wrongfully, or falsely made statements in support of a claim for a reasonable accommodation/modification request, the tenant shall be subject to a lease violation that may include potential adverse actions up to and including termination of the tenant's lease.

Tenant Acknowledgment of Non-Retaliation: Through this process of your right to review of the accommodation request, please know that all staff at AH-owned Properties and AH-assisted Properties are prohibited from retaliating against, intimidating, and coercing tenants who make accommodation/modification requests or exercise their fair housing rights. You have a right to file a complaint with HUD if you believe staff are currently retaliating against you or you are experiencing other prohibited conduct including coercion and intimidation.

If you do not wish to file for a right to review through this process, you still retain your right to file a fair housing complaint if you believe you have been discriminated against regarding your disability or the denial of a reasonable accommodation within 180 days of the event.

**Independent Administrator Name**

Administrator's Mailing Address

Administrator's Telephone Number

Administrator's TTY Number

Administrator's Email Address

Administrator's days/hours of availability