



Voluntary Compliance Agreement / Conciliation Agreement

Among

United States Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity

and

NAME REDACTED

and

Dallas Housing Authority

Under

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

Title II of the Americans with Disabilities Act of 1990 (Title II)

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act)

HUD CASE NO.:

06-20-7001-4 (Sec. 504)

06-20-7001-D (Title II of the ADA)

06-20-7001-8 (Title VIII)

I. PARTIES AND JURISDICTION

1. The Parties to this Voluntary Compliance Agreement/Conciliation Agreement (hereinafter “Agreement”) are the U.S. Department of Housing and Urban Development (HUD), **NAME REDACTED** (Complainant), and the Housing Authority of the City of Dallas, Texas also known as Dallas Housing Authority (Respondent).¹
2. Complainant is an individual with a disability who resided in Respondent’s unit and requested that Respondent provide her a reasonable accommodation to transfer to a first-floor apartment to ensure her full participation in and benefit from, as well as the use and enjoyment of, her dwelling.
3. Respondent is a Public Housing Agency that owns and operates directly or through contractual or other arrangements public housing facilities and administers the Public Housing and Housing Choice Voucher programs and activities within its area of operation. Respondent includes the following persons acting within the course and scope of their employment: any officers, directors, agents, employees, successors and assigns of Respondent. Respondent 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). Respondent 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. *See* 28 C.F.R. § 35.104. Respondent is required to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act).

II. BACKGROUND

4. This Agreement arises from a complaint that was filed by Complainant on December 2, 2019, alleging discrimination by Respondent. The complaint was investigated by HUD’s Office of Fair Housing and Equal Opportunity (FHEO). In the complaint, Complainant alleged that Respondent discriminated against her because of her disability by denying her reasonable accommodation request, in violation of several laws. Specifically, Complainant alleged Respondent refused to grant Complainant’s request for a ground-floor unit. The complaint was amended on March 5, 2021, to include the allegation that Respondent pursued an illegal eviction against Complainant in retaliation for her exercising her right to a reasonable accommodation under the Fair Housing Act. Respondent is alleged to

¹ Two individual employees, a property manager and the ADA/504 Coordinator, were also named as additional Respondents in the Fair Housing Act Complaint, both were employees of Respondent and were acting within the course and scope of their job, and Respondent is responsible for all actions required by this VCA-CA. Therefore, Dallas Housing Authority is the only named Respondent in this agreement and this Agreement resolves the Complaint as to the individual employees.

have violated Section 504 of the Rehabilitation Act of 1973, as amended, and its implementing regulations, 24 C.F.R. §§8.4(b)(1)(i), 8.33; the Americans with Disabilities Act (ADA) and its implementing regulations, 28 C.F.R. § 35.130(b)(7)(i); §35.134(b); and the Fair Housing Act, and its implementing regulations, 24 C.F.R. § 100.204, §100.400.

5. HUD conducted an investigation and issued a Letter of Findings dated April 13, 2021, which found that Respondent violated Section 504 and the ADA by failing to transfer Complainant to a ground-floor unit as a reasonable accommodation. Complainant is a person with a disability within the meaning of Section 504, the ADA, and the Fair Housing Act, as amended, because she is an individual with a mobility impairment that substantially limits her ability to walk, including the ability to ambulate and traverse stairs. Complainant sought a reasonable accommodation that was necessary to ensure her full participation in and benefit from the use and enjoyment of her dwelling. Respondent, however, never provided the requested reasonable accommodation, causing substantial harm to Complainant. In addition, HUD's investigation indicated that Respondent unlawfully interfered with Complainant's exercise of her rights under the ADA and the Fair Housing Act by commencing and pursuing an improper suit to evict Complainant.

In investigating the complaint, and assessing Respondent's response thereto, HUD also identified Respondent policies and practices in effect at that time that were inconsistent with Section 504 and the ADA. In particular, Respondent's practice of requiring medical verification where an individual's disability is known or obvious is inconsistent with its obligations under Section 504 and the ADA. Based on HUD's investigation, HUD believes that had Respondent taken appropriate steps to ensure effective communication for individuals with disabilities during its eviction, grievance, and tenant annual recertification processes, the identified violations of law may never have occurred.

6. Respondent denies the allegations in the original Complaint and disagrees with HUD's findings as set forth in the Letter of Findings.
7. The Parties enter into this Voluntary Compliance Agreement ("VCA")- Conciliation Agreement ("CA") to voluntarily resolve the findings identified in the Letter of Findings pursuant to Section 504 and the Americans with Disabilities Act and to resolve Complainant's Fair Housing Act complaint. *See* 24 C.F.R. § 8.56(j), 28 C.F.R. § 35.173, and 24 C.F.R. part 103, subpart E. In order to resolve HUD Case Numbers 06-20-7001-4 (Section 504), 06-20-7001-D (ADA), and 06-20-7001-8 (Title VIII), Respondent agrees to provide the relief specified herein including to Complainant in the amount of \$500,000. The parties agree that nothing contained in this VCA/CA shall be construed as an admission of liability or an admission of having acted in violation of law by the Respondent as stated in HUD's findings.

8. Complainant hereby forever waives, releases, and covenants not to sue HUD or Respondent, their members, partners, officers, heirs, executors, assigns, successors, agents, employees, insurers and attorneys with regard to any and all liability, claims, causes of action, damages, injuries, attorney's fees, costs, expenses, or demands of whatever nature, in law or in equity, whether presently known or unknown, HUD Case Numbers 06-20-7001-4 (Section 504), 06-20-7001-D (ADA), and 06-20-7001-8 (Title VIII) or any federal civil rights claim which could have been filed in any action or suit arising from said subject matter. This does not apply to any rights arising from the Respondent's failure to comply with the terms of this Agreement, or to future complaints arising from different facts, or to matters of compliance which may be pending with HUD.
9. Respondent hereby forever waives, releases and covenants not to sue Complainant with regard to any and all liability, claims, causes of action, damages, injuries, attorneys fees, costs, expenses or demands of whatever nature whether presently known or unknown, arising out of or relating in any way to the subject matter of HUD Case Numbers 06-20-7001-4 (Section 504), 06-20-7001-D (ADA), and 06-20-7001-8 (Title VIII), or any federal civil rights claim which could have been filed in any action or suit arising from said subject matter.

III. DEFINITIONS

10. This Agreement incorporates by reference all definitions under Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act (ADA), and the Fair Housing Act, as well as 24 C.F.R. parts 8 and 100, and 28 C.F.R. part 35, as such definitions exist as of the Effective Date of this Agreement and as amended.
11. The following terms shall have the meanings set out herein:
 - a. **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 upon request; and
- iv. Other similar services and actions. *See* 24 C.F.R. § 8.3; 28 C.F.R. § 35.104.

b. Days means and refers to calendar days.

c. Effective Date means and refers to the date of the last signature in Section IX.

d. Individual or Person with a Disability 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; and 42 U.S.C. § 3602(h).

e. 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 with a Disability 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) to avoid discrimination against an Individual with a Disability. 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.

12. This Agreement shall be in effect for a period of 18 months from the Effective Date of the Agreement.

IV. REMEDIAL ACTIONS

A. NON-DISCRIMINATION

13. Respondent shall comply with all 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. *See* 29 U.S.C. 794(a); 24 C.F.R. § 8.4.
14. Respondent shall comply with all provisions of the ADA and its implementing regulations at 28 C.F.R. part 35. The ADA implementing regulations provide that no qualified Individual 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.
15. Respondent shall not discriminate in violation of the Fair Housing Act, which provides, inter alia, that it is unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling. *See* 42 U.S.C. § 3601-19; 24 C.F.R. part 100.
16. Respondent shall not intimidate, threaten, coerce, or retaliate against any person, because that person asserted rights under Section 504 or the Fair Housing Act or has made a complaint, testified, assisted, or participated in any manner in a proceeding under Section 504 or the Fair Housing Act. *See* 24 C.F.R. § 8.56(k); 28 C.F.R. § 35.134 and 42 U.S.C. § 3617.

B. EFFECTIVE COMMUNICATION

17. Respondent agrees to take all appropriate steps to ensure effective communication with individuals with disabilities in all programs and activities, including providing appropriate Auxiliary Aids and Services, which include, but are not limited to qualified sign language and other interpreters, assistive listening devices, Braille materials, large print documents, audio recordings, and accessible web-based and email communications, in accordance with Section 504 and 24 C.F.R. part 8 and the ADA and applicable regulations at 28 C.F.R. part 35.
18. Respondent will ensure its Admissions and Continued Occupancy Policy includes an Effective Communications Policy that sets out the steps Respondent will take to ensure effective communication with applicants, residents, employees, and members of the public. The Effective Communication Policy shall comply with the standards set forth in 24 C.F.R. § 8.6 and 28 C.F.R. § 35.160-35.164 and shall:

- a. Provide interested persons, including persons with hearing, vision, speech, manual, and other communication-related disabilities with information concerning the existence and location of accessible services, activities, and facilities;
 - b. State that individuals will not be asked or required to provide/and/or pay for their own interpreters or other Auxiliary Aids;
 - c. Provide appropriate Auxiliary Aids, where necessary, to afford an individual with a disability an equal opportunity to participate in, and benefit from, Respondent's programs, services and activities.
 - d. Provide for individuals who are blind, have low vision, or have cognitive disabilities to receive forms, notices, and other information in alternative formats, as reasonably requested, including requests to receive in a requested alternate format all print materials distributed, posted, or made available to applicants and residents;
 - e. Make individuals aware of the availability of Auxiliary Aids to support successful completion of Respondent's tenant recertification process; and
 - f. Complete effective communication obligations outlined in subsection G of this Agreement.
19. Within one hundred eighty (180) Days of the Effective Date, Respondent shall ensure that training on Effective Communication legal obligations is provided to all staff that have contact with residents and applicants on providing effective communication with persons with hearing, visual, cognitive, or other communication disabilities. Such training will be documented in each staff member's personnel file.
20. In determining what Auxiliary Aids and Services are necessary, Respondent shall give primary consideration to the requests of Individuals with disabilities. 24 C.F.R. § 8.6(a)(1)(i) and 28 C.F.R. § 35.160(b)(2). Within sixty (60) days of the Effective Date of this Agreement, Respondent shall submit to HUD for its review a revised Effective Communication Policy. HUD and Respondent will work in good faith to create any proposed changes that the two parties agree upon. Should there be any changes to the policy, Respondent will present the policy changes to its Board of Commissioners at the earliest regular Board of Commissioners' meeting. Respondent's Board of Commissioners will vote on the proposed changes. Should Respondent's Board of Commissioners vote to disapprove the changes agreed upon by Respondent and HUD, HUD and Respondent will continue to diligently work together in good faith to come to agreement on proposed changes. Respondent will then present the changes to its Board of Commissioners at the next earliest regular Board of Commissioner's meeting. Should Respondent's Board of Commissioners again vote to disapprove of these

changes agreed upon by Respondent and HUD, Respondent will then be in material breach of this Agreement. Further, if this process extends to at least the 16th month after the Effective Date of this Agreement without resolution, HUD reserves the right to issue a Notice to Cure pursuant to paragraph 60 of this Agreement despite Respondent's good faith efforts to agree with HUD on such a policy, so that HUD may have time to initiate enforcement of this provision's requirement to institute an Effective Communication Policy consistent with the requirements set forth above prior to the expiration of this Agreement.

C. REVISED REASONABLE ACCOMMODATION POLICY

21. Within sixty (60) days of the Effective Date of this Agreement, Respondent shall submit to HUD for review its revised Reasonable Accommodation Policy for processing all future Reasonable Accommodation requests made to Respondent's employees. Respondent shall also provide those sections of its Admission and Continued Occupancy Plan and its Lease Agreement revised as related and as required below under Paragraph 22(e)(iii)-(iv) and (h), as well as Paragraph 27. HUD and Respondent will work in good faith to create any proposed changes that the two parties agree upon. Upon agreement of the changes, Respondent will present the Admission and Continued Occupancy Plan and Lease changes to the public for any public review and comment period. After which, Respondent will present the changes to its Board of Commissioners at the earliest regular Board of Commissioners' meeting. Respondent's Board of Commissioners will vote on the proposed changes. Should Respondent's Board of Commissioners vote to disapprove of the changes agreed upon by Respondent and HUD, HUD and Respondent will diligently work together in good faith to come to agreement on the proposed changes. Respondent will then present the procedure changes to its Board of Commissioners at the next earliest regular Board of Commissioner's meeting. Should Respondent's Board of Commissioners again vote to disapprove of changes agreed upon by Respondent and HUD, Respondent will then be in material breach of this Agreement. Further, if this process extends to at least the 16th month after the Effective Date of this Agreement without resolution, HUD reserves the right to issue a Notice to Cure pursuant to paragraph 60 of this Agreement despite Respondent's good faith efforts to agree with HUD on such policies (and lease), so that HUD may have time to initiate enforcement of this provision's requirement to institute a Reasonable Accommodation Policy, ACOP, and a lease consistent with the requirements set forth below prior to the expiration of this Agreement.
22. Revisions to the Reasonable Accommodation Policy and other Respondent policies shall include, among other provisions consistent with Section 504, ADA, and the Fair Housing Act:
 - a. The development of new policies to ensure that once Respondent's Disability Rights Coordinator has approved a request for a reasonable accommodation, the request is implemented without delay;

- i. In circumstances where there is a delay in the implementation of an approved reasonable accommodation, notice is provided to the tenant explaining the precise basis for delay, an estimated timeframe for implementation of the request, and providing the tenant with an opportunity to appeal to the Disability Rights Coordinator in cases of emergency or contest a delay through the grievance process.
 - ii. In such circumstances as outlined in subparagraph (a)(i), the policy will endow the Disability Rights Coordinator with the authority to require Respondent's property managers to implement any approved reasonable accommodation request.
- b. A description of the interactive process to be used if a request poses a fundamental alteration or undue financial and administrative burdens;
- c. A commitment to seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability-related need, including a prohibition on conditioning approval of a reasonable accommodation on obtaining medical verification where the requesting individual's disability-related need is known or obvious.
- d. The formal appeal/grievance procedures for the Reasonable Accommodation process, including providing a written notice to the tenant where any delay or problem with implementation of the request will occur, that explains how to file a grievance related to the delay or implementation issue;
- e. Changes to Respondent's treatment of unit transfers as Reasonable Accommodations, including:
 - i. Clarification that unit transfers as Reasonable Accommodations, as opposed to unit transfers that are unrelated to the fulfillment of a Reasonable Accommodation request, may not be conditioned on a requirement that the tenant requesting the unit transfer as a Reasonable Accommodation be in "good standing."
 - ii. Tenants who need a transfer as a Reasonable Accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any reason other than emergencies affecting health or safety (including those subject to the Violence Against Women Act (VAWA), including priority over administrative transfers to permit respondent to renovate, modernize, revitalize, demolish, or dispose of public housing property;
 - iii. Respondent shall pay the reasonable moving-related expenses for tenants with disabilities who have a disability-related need for a transfer to another unit or Development as a Reasonable

Accommodation, and shall provide written notice to the resident of this right in the Lease, the Admission and Continued Occupancy Plan, and in the Determination Notice granting the Reasonable Accommodation;

- iv. Respondent shall pay the reasonable moving-related expenses for tenants without disabilities who occupy a Housing Unit with Hearing/Vision Features or a Housing Unit with Mobility Features who are required to relocate in order to make a housing unit available to person(s) with disabilities and shall provide written notice to the resident of this right in the Lease, the Admission and Continued Occupancy Plan, and in the Notices provided to the resident requiring relocation;
 - v. The Disability Rights Coordinator authorizes transfers of tenants with disabilities and placements of applicants with disabilities who need Housing Units with Hearing/Vision Features or Housing Units with Mobility Features, or other units with accessibility features;
 - vi. Respondent shall keep a list of all relocations that are carried out under the terms of the Lease Addendum or otherwise for purposes of a Reasonable Accommodation, including the date of the request for relocation, the date of Respondent's response(s) to such a request, the content of Respondent's response(s), including the date the resident is told the resident is allowed to move, and the date of the actual move; and
 - vii. In situations where Respondent does not have a unit available that can adequately accommodate the unit transfer Reasonable Accommodation request, Respondent will continuously monitor its unit stock for availability and will provide the requesting tenant with periodic status updates, at least once every two weeks. As reasonably necessary given the circumstances, the Disability Rights Coordinator will meet with the requesting tenant and engage in the interactive process and seek to make alternative accommodations that are effective at meeting the individual's disability related needs.
- f. Ensure by providing written notice of this obligation to all such Specific Contractors (defined as contractors with direct involvement with tenants with a disability who are seeking a reasonable accommodation, including outside eviction counsel), current employees, and incorporating into new employee training materials, and by including a provision in Respondent's Admission and Continued Occupancy Plan, that all Specific Contractors and employees who may come into contact with Respondent's residents (including eviction counsel) understand their obligation to report to the Disability Rights Coordinator for any request for reasonable accommodation they are made

aware of by Respondent's tenants, including requests made through court filings.

- g. Provide a "Reasonable Accommodation Rights" paragraph in all eviction notices that explains that tenants with disabilities may qualify for a reasonable accommodation to stop Respondent from pursuing an eviction, if for example, the tenant's disability is related to the reasons for eviction, if an accommodation would not pose an undue financial or administrative burden to Respondent, and if, with an accommodation in place, the tenant will not pose a direct threat to others. Such a paragraph shall provide instructions on how to make a reasonable accommodation request, including the Disability Rights Coordinator's contact information, and contact information for local legal services providing disability rights services. Respondent will ensure its eviction notices are updated per this paragraph by no later than sixty (60) days from the Effective Date of this Agreement.
 - h. Make the following specific revisions to Respondent's Admission and Continued Occupancy Plan and Lease Agreement to ensure conformance with Section 504, ADA, and the Fair Housing Act:
 - i. Revise Respondent's definition of a Reasonable Accommodation from "a modification Respondent can make to its methods and procedures (but not federal law, regulations or Respondent policies)" to the definition of a Reasonable Accommodation contained in Section III, e. of this agreement by 60 days from the Effective Date of the Agreement and in accordance with Paragraph 21.
 - ii. Remove subsection (d)(6) "Reasonable Accommodations" from Section 3 of Respondent's Lease Agreement, "Charges in Addition to Rent." Respondent will move subsection (d)(6) "Reasonable Accommodation" from Section 3 of the Lease Agreement ("Charges in Addition to Rent") to a different section by 60 days from the Effective Date of the Agreement and in accordance with Paragraph 21.
23. Once the review of the Reasonable Accommodation Policy is completed and approved by HUD and Respondent, Respondent shall provide written notice to current tenants and applicants that identifies the Disability Rights Coordinator and provides access to the Policy. Respondent will provide access to the Policy to applicants, to new tenants at lease signing, and to current tenants during annual recertification. Within 30 days after the Policy is agreed upon by HUD and Respondent, Respondent shall complete the necessary changes to its web platform in order to make the Policy publicly available on its website in an accessible format (e.g., compliant with the Web Content Accessibility Guidelines 2.0 AA). The Policy must be provided in a manner to afford meaningful access for limited English proficient (LEP) individuals in accordance with Title VI of the Civil Rights Act of 1964 and applicable regulations, including 24 C.F.R. part 1, and

effective communication with individuals with disabilities in accordance with Section 504 and applicable implementing regulations, including 24 C.F.R. part 8 and the ADA, and applicable regulations at 28 C.F.R. part 35, specifically 28 C.F.R. §§ 35.160(a) and (b).

24. During the term of this Agreement, Respondent shall retain records of complaints Respondent receives which allege that Respondent may be in violation of the Reasonable Accommodation Policy, or the fair housing and civil rights requirements at issue in this Agreement with respect to individuals with disabilities as it relates to effective communication, reasonable accommodations, grievance hearings and evictions, including documents relating to the facts and contentions at issue in such allegations and complaints. Respondent shall provide a report to HUD documenting all such complaints described above on a quarterly basis as defined in Section VIII. Respondent shall make a complaint form available to all residents through its website, headquarters, and property management offices.

D. REASONABLE ACCOMMODATION LOG

25. Within five (5) days of the Effective Date of this Agreement, Respondent shall develop a spreadsheet (log) for tracking all Reasonable Accommodation requests. The log must employ security and confidentiality measures, including who may and may not access the information contained in the log. The log must include the following information:
 - a. Name of the requester;
 - b. Address of the requester;
 - c. Contact information (phone, email) of requester;
 - d. Date of request;
 - e. Nature of request (e.g., Reasonable Accommodation or Modification requested, or effective communication Auxiliary Aids and Services requested);
 - f. Decision on request (approved or denied);
 - g. Date of decision;
 - h. Reason for denial (if applicable);
 - i. Status of request, including the date a requested Reasonable Accommodation was actually provided; and
 - j. Any notes.

26. Once Respondent and HUD agree on the contents of the Reasonable Accommodation Policy, and throughout the term of the Agreement, the log must be used and maintained with current, accurate, and up-to-date information in accordance with any requirements set forth in such Policy.

E. INTERFERENCE, EVICTION, AND NON-RENT CHARGES

27. Respondent shall revise its Lease Agreement, Admission and Continued Occupancy Policy, as stated in Paragraph 21, as well as its training materials to reflect that Respondent will only pursue collection from a resident in court for any attorneys' fees or costs when those specific costs have been awarded by a judge in a final judgment, and unless all appeal rights have been exhausted and all applicable deductions pursuant to that judgment have been made. Such attorneys' fees or costs shall not be assessed to a resident's ledger unless and until the fees and costs have been awarded by a judge in a final judgment.
28. Additionally, other non-rent charges shall not be assessed to a resident's ledger unless and until the tenant has been provided a Notice of Charge containing an explanation of the charge and an explanation on how to dispute the charge through the grievance process.
29. Respondent will provide a rent statement to tenant with a ledger of all outstanding charges due to Respondent attached to the 30-day notice of Lease Termination. Respondent shall distinguish between past due rent and past due non-rent charges on any petition for eviction.

F. DISABILITY RIGHTS COORDINATOR

30. Within 30 days of the Effective Date of this Agreement, Respondent shall identify to HUD an individual as Disability Rights Coordinator. This person shall ensure compliance with disability rights laws, regulations, and requirements, and all matters related to Reasonable Accommodations. HUD requires this individual to be in the position full-time and possess specific knowledge regarding compliance with disability rights laws. Respondent may appoint a current employee so long as that employee can allot sufficient time and resources to maintaining compliance with disability rights laws and all matters related to Reasonable Accommodations and the provision of appropriate Auxiliary Aids and Services necessary for effective communication.
31. Within five (5) days of the identification of the Disability Rights Coordinator, Respondent shall provide HUD a list of all staff and Specific Contractors who will have any involvement with disability rights, Reasonable Accommodation, and effective communication matters. This list shall identify the names, titles, and roles assigned to each of these persons. The Disability Rights Coordinator shall be the designated Respondent employee for receiving disability-related

complaints. The Disability Rights Coordinator shall report directly to the Respondent's Chief Executive Officer or his/her designee.

G. DISABILITY-RELATED GRIEVANCE POLICY

32. Respondent shall receive and respond to any disability-related grievances about accessibility, Reasonable Accommodations, and effective communication by a tenant or prospective tenant of Respondent directed to the Disability Rights Coordinator, or another employee or agent of Respondent, who shall promptly forward the grievance to the Disability Rights Coordinator as follows:
 - a. Within ten (10) days after a disability-related grievance is received, Respondent shall commence an investigation, including contacting the individual who filed a grievance, if necessary, to find out the allegations of the grievance and shall investigate the grievance with the appropriate staff of Respondent where the grievance originated.
 - b. Respondent shall complete its investigation and respond to the individual who filed a grievance within fifteen (15) days after the grievance is received, but if that cannot be reasonably achieved, not later than 30 days, including discussing with the individual who filed a grievance, where appropriate, possible resolutions, including Reasonable Accommodations, training of Respondent staff, and relief for the individual who filed a grievance. If the matter cannot be resolved short of a grievance hearing, then Respondent shall give to the tenant a written statement of rights at least 7 days prior to the scheduled hearing explaining that the tenant will have the right at a grievance hearing to present the tenant's own evidence, witnesses, and arguments as to why the tenant is entitled to the relief that the tenant seeks before a decision is made.
 - c. If the grievance process results in the denial of tenant's requested relief, the tenant will be provided with a statement containing the bases for denial as well as a provision regarding the tenant's right to file a complaint with HUD's FHEO.
33. Respondent shall maintain written records of all disability-related grievances by tenants or prospective tenants, its investigations, and its responses to the individual who filed a grievance during the term of this Agreement.

H. TENANT GRIEVANCE PROCEDURE

34. Respondent shall ensure its Grievance Procedures will, at a minimum:
 - a. Provide for the recording of the grievance hearing scheduled on the matter, an option available to either party. Respondent shall give the tenant the first opportunity to speak. Respondent shall explain at the outset that the result of the grievance hearing will not be decided until the tenant has had the

opportunity to present all of the tenant's evidence and witnesses and state his or her case and Respondent shall allow the tenant to explain how the tenant would like to resolve the matter. The hearing officer or panel shall provide a written decision after the grievance hearing that explains thoroughly its reasoning, including its response to the tenant's arguments and evidence.

- b. State what appropriate steps Respondent will take to ensure any grievance hearing conducted by Respondent, including those related to an eviction action or termination of tenancy, provides effective communication with individuals with disabilities, in accordance with Section 504 and the ADA, including:
 - i. Ensuring that a tenant with a disability has equally effective opportunity to refute evidence presented by Respondent;
 - ii. Ensuring that a tenant with a disability has an equally effective opportunity to confront and cross-examine witnesses;
 - iii. Ensuring that a tenant with a disability has an equally effective opportunity to present any affirmative legal or equitable defenses, witness testimony, and documentary evidence;
 - iv. Ensuring that a tenant with a disability is aware of the availability of auxiliary aids and services to aid in the accomplishment of b(i)-(iii).
35. Within sixty (60) days of the Effective Date of this Agreement, Respondent shall submit to HUD for review the Grievance Procedures and work in good faith with HUD to create any proposed changes that the two parties agree upon. Further, if these negotiations extend to at least the 16th month after the Effective Date of this Agreement without resolution, HUD reserves the right to issue a Notice to Cure pursuant to paragraph 60 of this Agreement despite Respondent's good faith efforts to agree with HUD on such a procedure, so that HUD may have time to initiate enforcement of the requirement to institute grievance procedures consistent with the requirements set forth above prior to the expiration of this Agreement.

I. TRAINING

36. Respondent shall complete, at a minimum, 2 hours of disability-related training within 6 months of the Effective Date of the Agreement and complete one (1) hour of disability-related training the following year.
37. Training must include the specifics of Respondent's policies and procedures adopted under this Agreement, the other requirements of this Agreement, and Respondent's obligations under Section 504, Title II of the ADA, the Fair Housing Act, and other civil rights requirements, including but not limited to the

obligations to ensure effective communication with individuals with disabilities, program accessibility, integration, and general non-discrimination requirements.

38. Any substantial change to the Reasonable Accommodation Policy during the term of this Agreement shall prompt an obligation for one (1) hour of additional training on that Policy to all staff.
39. At least fourteen (14) days prior to any planned training for Respondent staff pursuant to and for the term of this Agreement, Respondent shall submit to HUD for review the name(s) and qualifications of the proposed trainer(s), as well as an outline of topics to be covered in the training. In support of the scheduled training event, HUD shall promptly share with Respondent any concerns identified with this information.
40. Respondent will provide a list of employees who completed the training to HUD within 30 days after the training occurred.

V. SPECIFIC RELIEF FOR COMPLAINANT

41. Respondent shall provide the following relief to Complainant:
 - a. Within thirty (30) days of the Effective Date of this Agreement, Respondent agrees to pay Complainant the sum total of \$500,000. Payment shall be in the form of a certified check made payable to **NAME REDACTED** and mailed by overnight courier as directed by HUD. Payment under this Agreement shall not affect Complainant's income eligibility or any other eligibility criteria for purposes of Complainant's eligibility to participate in HUD affordable housing programs. *See* 24 C.F.R. § 5.609(c).
 - b. Within thirty (30) days of the Effective Date of this Agreement, Respondent agrees to take reasonable steps² to vacate all judgments it obtained against Complainant and clear any debts Respondent is owed by Complainant to Respondent. If the Court refuses to approve a Consent Order or grant a Consent Motion, Respondent agrees to seek alternative relief to minimize the judgments' impact on Complainant such as designating the judgments as satisfied or filing a consent motion requesting that the cases be sealed.
42. Respondent shall provide HUD with written, signed certification, including a copy of the check that the relief described in Paragraph 41a, has been provided no later than five (5) days from the date such relief is provided. Respondent will clear any debts owed or notation of eviction in the Earned Income Verification system, or to any other agency or company to which Respondent has reported

² Examples of reasonable steps include communicating with the Court Clerk(s) about submitting Consent Orders to Vacate Judgments in each matter, submitting those and ensuring the Court's approval/signature and Clerk's docketing of such, submitting a Consent Motion to Vacate Judgment and attending any hearing necessary to ensure the Motion is granted and judgment is vacated.

Complainant, and provide a copy of Complainant's updated account to HUD showing a zero balance and no evictions within (5) days of correcting the Earned Income Verification system.

VI. CIVIL PENALTY

43. Within 30 days from the Effective Date, Respondent shall pay to HUD a civil penalty in the amount of \$10,528 pursuant to 42 U.S.C. § 3612(g)(3). This sum shall be paid by submitting a certified or cashier's check made payable to the U.S. Department of Housing and Urban Development and mailed to:

US Bank
HUD-FAD Collections Ft. Worth
P.O. Box 6200-05
Portland, OR 97228-6200.

44. The check shall be accompanied by a letter referencing FHEO case numbers 0620-7001-4, 06-20-7001-D, 06-20-7001-8. No later than five (5) days from the date such check is provided, a copy of the letter and check shall be sent to the United States Department of Housing and Urban Development via email at RegionVICconciliationMonitoring@hud.gov.

VII. MISCELLANEOUS PROVISIONS

45. This Agreement, after it has been executed by the FHEO Regional Director or his or her designee, is binding upon HUD and Respondent and its employees, agents, and successors, and Respondent shall request compliance from its Specific Contractors to continue utilizing same.
46. This Agreement shall not be construed to limit or reduce the obligation of Respondent, and Respondent's programs, services, and activities, to comply with federal civil rights laws and implementing regulations, including Section 504, the ADA, and the Fair Housing Act, and their respective implementing regulations.
47. Upon execution of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
48. Upon execution of this Agreement, Respondent shall provide a notice of the terms of this Agreement to its employees, Specific Contractors, subrecipients, Resident Advisory Board, and tenants within ten (10) days from the Effective Date of the Agreement. The notice must be approved by HUD prior to its distribution. HUD shall review such notice and work with Respondent to create any proposed changes that the two parties agree upon.
49. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Section 504, 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. There are no intended third-party beneficiaries to this Agreement other than those expressly set forth in this Agreement, and the Parties intend that only they are entitled to enforce this Agreement.

50. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Respondent or conduct a compliance review pursuant to Section 504 and the ADA, or investigate allegations pursuant to the Fair Housing Act, or any other authority within HUD's jurisdiction.
51. The individuals identified in Section V, above, and in accordance with Attachment A to this Agreement, acknowledge that the provisions of this Agreement, fully resolve the subject matter of HUD Case Nos 06-20-7001-4 (Sec. 504), 06-20-7001-D (ADA), and 06-20-7001-8 (Title VIII).
52. HUD shall monitor whether the Respondent has satisfactorily complied with the provisions set forth in this Agreement. During the term of this Agreement, HUD may conduct an on-site or any other review of Respondent's compliance with the provisions of this Agreement, and, upon 7 days' notice by HUD, Respondent shall grant HUD's employees access to its premises, records, and personnel during normal business hours during the term of this Agreement pursuant to 24 C.F.R. § 8.55(c) and 24 C.F.R. § 103.335.
53. No amendment to, modification of, or waiver of any of the provisions of this Agreement shall be effective to amend, alter, modify, or revise the terms and conditions of this Agreement unless: (a) all signatories or their representatives or successors who will be affected by the proposed amendment, modification, or waiver agree in writing to the amendment, modification, or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the FHEO Regional Director. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreement, or representation, oral or written, not specified herein regarding this Agreement.
54. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this Agreement, then the Parties shall confer in good faith to determine any appropriate modifications to this Agreement.
55. This Agreement (including its Attachments) is the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either Party shall be enforceable. This Agreement does not remedy any other potential violations of Section 504, the ADA, or other federal law. This Agreement does not relieve Respondent of its continuing obligation to comply with all aspects of Section 504, the ADA, and the Fair Housing Act.

56. Execution of this Agreement may be accomplished by separate execution of signatures to this Agreement; the original executed signature pages to be attached to the body of the Agreement constitute one document.

VIII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

57. HUD shall monitor Respondent's implementation of this Agreement. Respondent's reporting requirements to HUD are consolidated by reference in Appendix A – Consolidated Reporting Requirements. Submit all reports and certifications as required by this Agreement, with case number included in all correspondence, by email to RegionVICconciliationMonitoring@HUD.gov, with a copy to HUD attorneys Margaret Donahue at Margaret.M.Donahue@hud.gov, Stephon Woods at Stephon.D.Woods@hud.gov, and Joshua Gillerman at Joshua.R.Gillerman@hud.gov, or other attorneys as directed by HUD.
58. At its discretion, HUD may convene meetings with Respondent's President and Chief Executive Officer or other designated staff or authorized representative, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
59. Nothing in this Agreement shall preclude, prevent, or limit Respondent's ability to apply for and/or to qualify for and receive federal financial assistance. Failure to carry out any term of this Agreement resulting in a material breach may result in the suspension or termination of, or refusal to grant or to continue federal financial assistance to Respondent, or other actions authorized by law, including referral to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court.
60. Should HUD learn of Respondent's noncompliance with this Agreement, HUD shall provide notification to the Respondent's President and CEO and its General Counsel via email. Respondent shall have seven (7) 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 Department of Justice. *See* 28 C.F.R. § 50.3 and 42 U.S.C. § 3610(c). This enforcement provision may only be utilized during the term of this Agreement for breaches related to Section IV B-I, Section V, and Section VI.
61. In the event that the Respondent fails to comply in a timely fashion with any material requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.
62. Upon notice that HUD has referred this Agreement to the Department of Justice, all items that are required to be submitted to HUD shall be submitted to both HUD and the Department of Justice.

43. 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, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of Respondent under this Agreement

44. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding. This Agreement may not be revised, except upon the mutual agreement of the Parties in writing attested to by the signatures of all Parties to the revision.

IX. SIGNATURES

For the Respondent:

Troy Broussard
President and CEO
Dallas Housing Authority

Date

For the Complainant:

NAME REDACTED

Date

63. 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, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of Respondent under this Agreement.
64. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding. This Agreement may not be revised, except upon the mutual agreement of the Parties in writing attested to by the signatures of all Parties to the revision.

IX. SIGNATURES

For the Respondent:



**Troy Brou sard
President a d CEO
Dallas Housing Authority**

08/15/2022

Date

For the Complainant:

NAME REDACTED

Date

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

APPROVAL OF CONCILIATION AGREEMENT AND EXECUTION OF VOLUNTARY COMPLIANCE AGREEMENT

This signature attests to the approval and acceptance of this Agreement and on behalf of the U.S. Department of Housing and Urban Development for the execution of the Voluntary Compliance Agreement.

Christina Lewis
Regional Director, Region VI
Office of Fair Housing and Equal Opportunity

Date

Appendix A – Consolidated Reporting Requirements

Respondent shall submit all reports and certifications as required by this Agreement, with case number included in all correspondence, by email to RegionVICconciliationMonitoring@HUD.gov, with a copy to HUD attorneys Margaret Donahue at Margaret.M.Donahue@hud.gov, Stephon Woods at Stephon.D.Woods@hud.gov, and Joshua Gillerman at Joshua.R.Gillerman@hud.gov, or other attorneys as directed by HUD. For the purposes of the below reporting requirements, the counting of days begins from the Effective Date of this Agreement and lasts for the duration of the Agreement.

1. Within 5 days – Respondent provides HUD its Notice of the Terms of the Agreement (Section VII, #48)
2. Within 30 days – Respondent provides HUD its designated Disability Rights Coordinator (Section IV, #30)
3. Within 35 days – Respondent provides HUD certification of the \$500,000 payment in relief to Complainant (Section V, #41a)
4. Within 35 days – Respondent provides HUD certification of the reasonable steps taken to vacate all judgments against Complainant and to clear any debts owed to Respondent by Complainant (Section V, #41b & #42)
5. Within 35 days – Respondent provides HUD certification of the \$10,528 payment in civil penalty to HUD (Section VI, #43)
6. Within 35 days – Respondent provides HUD Disability / Effective Communication related staff list (Section IV, #31)
7. Within 60 days – Respondent provides HUD Effective Communication Policy (Section IV, #20)
8. Within 60 days – Respondent provides HUD revised Reasonable Accommodation Policy (Section IV, #21)
9. Within 60 days – Respondent provides HUD revised ACOP and Lease Agreement (Section IV, #21 & #27)
10. Within 60 days – Respondent provides HUD revised Grievance Procedures (Section IV, #35)
11. Quarterly (90 days) – Respondent provides HUD report of all complaints alleging violation of RA policy or fair housing and civil rights requirements at issue, i.e., effective communication, reasonable accommodations, grievance hearings, and evictions, including its Reasonable Accommodation Log (Section IV, #24 & #25)
12. Within 196 days or sooner – Respondent provides HUD the name and qualifications of the proposed trainer and outline of training topics (Section IV, #39)
13. Within 210 days or sooner – Respondent provides HUD list of Respondent’s employees who completed training (Section IV, #40)