



Voluntary Compliance Agreement

Between

United States Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity

and

RAHF IV Shore Hill LLC and Rose Community Management, LLC

(Recipients)

UNDER

Title VI of the Civil Rights Act of 1964

Section 504 of the Rehabilitation Act of 1973

HUD CASE NO.:

02-21-R007-6 (Title VI)

I. PARTIES AND JURISDICTION

1. The Parties to this Agreement are the U.S. Department of Housing and Urban Development (HUD), RAHF IV Shore Hill LLC (“Owner”), and Rose Community Management, LLC (“Property Manager”).
2. Recipients are housing providers that receive funds through HUD’s Section 8 Housing Assistance Payment Program. Recipients receive federal financial assistance from HUD, as defined at 24 C.F.R. §§ 1.2(e), 1.3, and 8.3 and are subject to the provisions of Title VI of the Civil Rights Act of 1964 (Title VI) and Section 504 of the Rehabilitation Act of 1973 (Section 504).

II. BACKGROUND

3. This Agreement arises from a compliance review that was conducted by HUD's Office of Fair Housing and Equal Opportunity (FHEO). FHEO reviewed Recipients' policies, processes, and practices with regard to marketing, applications, waitlists, and tenant selection for compliance with Title VI. Recipients are alleged to have violated Title VI and its implementing regulations, 24 C.F.R. part 1. FHEO also identified alleged concerns under Section 504.
4. The Parties enter into this Voluntary Compliance Agreement (VCA) to voluntarily resolve the compliance review performed pursuant to Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. *See* 24 C.F.R. § 1.7(d) and 24 C.F.R. § 8.56(j). In order to resolve HUD Case Number(s) 02-21-R007-6, Recipients agree to provide the relief specified herein.
5. Recipients deny any violation of law and this Agreement does not constitute an admission by the Recipients or evidence of a determination or finding by HUD of any violation of Title VI, Section 504, or any other law with respect to the subject matter of this VCA.

III. DEFINITIONS

6. This Agreement incorporates by reference all definitions under HUD’s Title VI regulations at 24 C.F.R. part 1, Section 504 regulations at 24 C.F.R. part 8, as well as 24 C.F.R. § 5.105, as such definitions exist as of the Effective Date of this Agreement and as amended.
7. The following terms shall have the meanings set out herein:
 - a. **Days** means and refers to calendar days.
 - b. **Disabled Family** means and refers to a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more

persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides. *See* 24 C.F.R. §§ 5.403; 8.3.

- c. **Effective Date** means and refers to the date of the last signature in Section VIII.
- d. **Elderly Family** means and refers to a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides. *See* 24 C.F.R. § 5.403.
- e. **Individual or Person with a Disability** means and refers to 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. *See* 24 C.F.R. § 8.3.
- f. **Limited English Proficient (LEP) Individual** means and refers to an individual who does not read, speak, write, or understand English as their primary language and who has a limited ability to read, speak, write, or understand English may be LEP individuals. LEP individuals may be entitled to language assistance pursuant to Title VI.
- g. **Marketing** for purposes of this VCA means and refers to Recipients' policies, procedures, or practices that it uses to advertise its housing and/or program and solicit applicants.
- h. **Property and Subject Property** means and refers to the 558-unit federally-subsidized property known as Shore Hill Apartments, located at 9000 Shore Road, Brooklyn, NY 11209, and owned and managed by Recipients.
- i. **Tenant Selection Plan (TSP)** means and refers to the written tenant selection policies and procedures that include descriptions of the eligibility requirements and income limits for admission, which owners must develop and make public, as described in HUD Occupancy Handbook 4350.3.
- j. **Waitlist** has the same definition as **waiting list** and means and refers to the list maintained by Recipients of applicants to the housing that is used to select tenants and offer available units, consistent with HUD regulations and handbooks.

IV. TERM OF AGREEMENT

- 8. This Agreement shall govern the conduct of the Parties for a period of three (3) years from the Effective Date of the Agreement.

V. REMEDIAL ACTIONS

A. NON-DISCRIMINATION

9. Recipients shall comply with all provisions of Title VI and HUD's implementing regulations at 24 C.F.R. part 1. HUD's Title VI regulations provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. *See* 24 C.F.R. § 1.1.
10. Recipients 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.
11. Non-discrimination Policy: Within sixty (60) days after the Effective Date of this Agreement, Recipients shall submit to FHEO for review and approval Recipients' Non-Discrimination Policy for its programs and activities.
12. Within thirty (30) days after receipt of the Non-Discrimination Policy, FHEO will review and approve the policy or shall provide responsive comments. Recipients shall incorporate any comments on the Policy received from FHEO and implement the Policy within five (5) days after receiving Departmental approval.

B. WAITLIST

13. Waitlist Purge: Recipients maintain a waitlist managed by the New York Department of Housing and Community Renewal. Recipients shall purge the existing waitlist within one hundred eighty (180) days after the Effective Date of this Agreement and once annually thereafter.
14. Reopen Waitlist: Within two hundred seventy (270) days after the Effective Date of this Agreement, Recipients will reopen the waitlist and administer the waitlist, which shall have a thirty (30) day application period and otherwise be consistent with this Agreement and the following requirements:
 - a. Subject to the timing requirements of the New York Department of Housing and Community Renewal, within ten (10) business days after closing the thirty (30) day application period, Recipients shall conduct a random lottery to place two hundred (200) new applicants on the Purged Waitlist (100 applicants per bedroom size).
 - b. Within one hundred eighty (180) days after the Effective Date of this Agreement, Recipients agree to submit a revised TSP to the Department for review and approval consistent with the waitlist opening and lottery process described in this Agreement.
 - c. Recipients shall place new applications on the appropriate waiting list, as requested by applicant, by bedroom size eligibility, as indicated in the application,

and based on Recipients' review of the applicant or applicants' household size at the time of application.

15. Waitlist Reporting: Following adoption of the new waitlist and according to the quarterly reporting schedule in provision VII, Recipients shall submit to FHEO:
 - a. the current waitlist;
 - b. a list of new admissions to occupancy including time and date of application, race and ethnicity of head of household and all household members, if race and ethnicity information self-reported by the household; telephone number for head of household, and from which waitlist the applicant was removed;
 - c. a list of persons removed from the waitlist and the reason; and
 - d. a list of individuals whose applications were denied, and the reasons for the denial.

C. AFFIRMATIVE MARKETING PLAN AND MARKETING STRATEGIES

16. AFHMP: Within ninety (90) days after the Effective Date of this Agreement, Recipients shall submit to FHEO for review and approval a revised Affirmative Fair Housing Marketing Plan (AFHMP) for the Property using Form 935.2A. Revisions shall conform to this VCA.
17. Within thirty (30) days after receipt of the AFHMP, FHEO shall review and approve the Plan or shall provide responsive comments. Recipients shall incorporate any comments on the Plan received from FHEO and implement the Plan within thirty (30) days after receiving Departmental approval.
18. Commence Advertising: Recipients shall commence advertising pursuant to the AFHMP a minimum of ninety (90) days prior to opening the waitlist, including when Recipients open the waitlist pursuant to provision B of this Agreement.
19. AFHMP Revisions: If Recipients revise the AFHMP during the duration of the Agreement, Recipients shall submit the revised plan to FHEO for approval at least sixty (60) days prior to commencing advertising.
20. Investment in Outreach: Recipients agree to spend at least \$10,000.00 over the duration of this Agreement to affirmatively market the property to groups least likely to apply pursuant to this Agreement. Recipients shall maintain receipts of all marketing efforts and provide such receipts to FHEO during the quarterly reporting required in provision VII.
21. Substance of Outreach: Recipients shall take the following action pursuant to the AFHMP:

- a. Recipients shall contact and distribute marketing materials and blank applications to community organizations with experience serving or interacting with income-eligible persons in the populations least likely to apply throughout the New York City – 5 Boroughs area. Recipients shall provide these materials in English and languages spoken by LEP individuals identified by Recipients’ four-factor analysis who are also members of least likely to apply groups (i.e., LEP individuals in least likely to apply groups). Recipients shall contact and distribute marketing materials to at least five (5) community organizations for each population identified as least likely to apply, including at least five organizations serving persons with disabilities. Examples of community contacts include local organizations with ties to a wide range of prospective applicants, such as social service providers (e.g., foodbanks, legal-aid offices, health clinics), employers and other businesses, local governmental offices, housing authorities, and community gathering places (e.g., senior centers, recreation centers, libraries, and schools).
 - b. Recipients shall retain records of such outreach, including email transmissions or proof of mailing and dates of meetings (whether by phone, in person, or virtual) with persons responsible at the organization for outreach coordination, and provide copies of these records to FHEO during quarterly reporting required in provision VII. Recipients will make reasonable efforts, by implementing this provision, and provisions C.21c and d, to establish and build alliances with these community contacts to ensure that the identified community organizations are providing meaningful services consistent with serving the least likely to apply populations pursuant to this Agreement.
 - c. Recipients shall solicit feedback from the community contacts identified pursuant to subparagraph a of this section regarding how to better market the property to attract applicants who are least likely to apply and incorporate such feedback into its affirmative marketing efforts. See Appendix A for a sample form that may be used by Recipients to solicit such feedback.
 - d. Recipients shall distribute marketing materials, applications, and information regarding how to apply for the housing to all community contacts identified pursuant to ‘subparagraph a’ of this section whenever the opportunity to apply for housing or for a waitlist for housing will become available.
 - e. Recipients shall maintain signage outside the Subject Property that is visible to persons passing by the Subject Property indicating that it is affordable housing and include the equal opportunity logo.
22. Content of Advertising: Where possible, marketing materials produced or distributed by Recipients for the Subject Property, such as emails, flyers, or brochures distributed to community organizations and media postings, will include:
- a. The website address for the Subject Property (see provision C.23 below);
 - b. The physical address of the Subject Property;

- c. A telephone number, TTY/TDD number, other contact information such as email address, and working hours for the most relevant contact person for prospective applicants;
 - d. A description of the housing, including the number of units of each bedroom-size;
 - e. A description of all eligibility criteria or preferences such as income and age eligibility criteria and preferences (i.e., “This property is available to households that include a member who is 62 or older or whose head, spouse, or sole member is a person with a disability without regard to age. If the household is otherwise eligible, additional household members of any age, including children, are welcome.”).
 - f. The dates and times during which the waitlist is open or will be opened in the future (if known);
 - g. Information about how to obtain and submit an application;
 - h. A statement in languages spoken by LEP groups identified as requiring translation services by Recipients’ four-factor analysis that language assistance is available;
 - i. The Department-approved Equal Housing Opportunity logo or slogan or statement; and
 - j. Instructions on how to request a reasonable accommodation if one is needed to assist in completing an application.
23. **Website:** Recipients shall maintain a website for the Subject Property, and the website address shall be included on all marketing materials. The website content shall be accessible to persons with disabilities and maintained consistent with the Language Access Plan. It shall contain the following information:
- a. Name and address of the property;
 - b. Name, phone number, email address, and mailing address for the property manager or other relevant contact person who has authority to maintain the waitlist or accept applications;
 - c. Identification on the main website page that the property is federally-assisted housing;
 - d. The number of units at the property, and the number of HUD-subsidized units at the property;
 - e. Features of the property, units, amenities, and surrounding community;
 - f. Details of any occupancy restrictions or preferences;

- g. Details of any eligibility criteria for persons applying or living at the property;
 - h. A prominent statement on the main page of the website that states that housing is available all applicants, regardless of religion, race, color, national origin, disability, familial status, or sex (including sexual orientation and gender identity);
 - i. Application information, including how to obtain an application, how to apply, where to apply, and how Recipients will assess applications;
 - j. Information about reasonable accommodations;
 - k. Date when the property's waitlist was last open and the date at which it will be opened again, if known;
 - l. Information about how to be added to and remain on the waitlist;
 - m. Information about who to contact at the property for any admission-related complaints or related inquiries;
 - n. A statement that language assistance is available to limited English proficient individuals;
 - o. A copy or link to the Tenant Selection Plan; and
 - p. a copy or link to an online application.
24. Records of Outreach: Recipients shall maintain records of all outreach, including the date of outreach, materials used, receipts of purchase, email communications, and any other records related to the outreach. Pursuant the reporting requirements in this Agreement, Recipients shall report to FHEO on the effectiveness of its affirmative marketing efforts.
25. Evaluation: Sixty (60) days after conducting affirmative marketing efforts, and at least annually thereafter, Recipients shall conduct an evaluation of the effectiveness of outreach in attracting demographic groups least likely to apply. Recipients shall consider any feedback received from community organizations pursuant to provision C.21 above and answers received to the application question asking applicants how they heard about the property pursuant to provision E.33 below. Pursuant to the reporting requirements in this Agreement, Recipients shall provide FHEO with a record of this evaluation and outreach efforts.
26. Countering Misinformation: Recipients will make reasonable efforts to counter false information about the Subject Property's eligibility contained in Google reviews as of the date of this Agreement. In addition, Recipient agrees to conduct biannual monitoring of Google and Yelp reviews of the Subject Property and take reasonable actions to counter any false information about the Subject Property found on these two websites indicative of a preference or discrimination in violation of fair housing

laws. Where such information is found, Recipient shall provide print outs of the disinformation and Recipients' responses to it during the biannual reporting period specified in provision VII.

D. ELIGIBILITY, TENANT SELECTION, AND TENANT SELECTION PLAN

27. Eligibility for Persons with Disabilities under the Age of 62/Disabled Families: Recipients are committed to ensuring all otherwise eligible and qualified individuals with disabilities, regardless of age, may apply to the Subject Property during any waitlist opening period and will be screened for eligibility in an equal and consistent manner to any other applicant. To this end, effective immediately, Recipients shall operate the property not to have an 'elderly preference' for households with a member over the age of 62. See 24 C.F.R. § 880.612a.
28. Eligibility Based on Family Size: Effective immediately, Recipients shall operate the property to impose an occupancy standard governing the number of people per unit no more restrictive than the applicable local occupancy code. Within 30 days of the Effective date of this Agreement, Recipient shall notify current tenants of this change by all methods currently used to communicate important information to tenants, including a letter mailed to every tenant household.
29. Revised Tenant Selection Plan: Within one hundred eighty (180) days after the Effective Date of this Agreement, Recipients shall submit to FHEO for review and approval, as a precondition to opening the waitlist, a revised Tenant Selection Plan. Recipients shall incorporate any comments on the procedures received from FHEO and implement the Policy within five (5) days after receiving Departmental approval. The procedures in the revised Tenant Selection Plan will include the items described in this Provision D of this Agreement.
30. Application Screening Policies: The Tenant Selection Plan will include Applicant Screening Policies consistent with the following:
- a. The revised Tenant Selection Plan shall identify all eligible families ("This property is available to households that include a member who is 62 or older or whose head, spouse, or sole member is a person with a disability without regard to age. Additional household members of any age, including children, are welcome.").
 - b. Criminal Records Policy: Recipients shall revise the criminal record screening policy consistent with HUD's "Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions." Recipients shall consider the nature, severity, recency of criminal conduct, and the impact such conduct has on resident safety. Any adverse determination based on criminal conduct must support resident safety. All adverse decisions regarding criminal conduct that Recipients have found to impact resident safety must be supported

through reliable evidence. HUD regulations establish only two mandatory prohibitions:

- i. The applicant or household member is subject to a lifetime registration requirement under a state sex-offender registration program, or
 - ii. The applicant or household member has been evicted from federally-assisted housing for drug-related criminal activity within three years from the date of admission. Recipients must specify in the TSP and on application documents that this is not a reason for mandatory rejection and must allow the applicant to present mitigating circumstances, including: a) completing a supervised drug or alcohol rehabilitation program or b) the circumstances leading to the eviction no longer exist. All federal civil rights laws, including Section 504 apply, including reasonable accommodations requirements.
 - iii. Recipients shall not use arrest records to screen applicants or household members for criminal history. If considering conviction records, the Recipients shall include a consideration of the nature, severity, or recency of criminal conduct, and mitigating or extenuating circumstances.
- c. Screening Policies: Recipients will revise all policies, practices, and documents related to screening for credit, criminal, or rental history, including eviction history, to explicitly state that negative information will not result in an applicant family's automatic denial from housing. Recipients shall consider the accuracy, nature, relevance, and recency of negative information, and any mitigating or extenuating circumstances, before a denial is issued and during any subsequent appeal of a denial. Records that demonstrate that the applicant prevailed against any allegations, or matters were settled without either party admitting fault, will not be used to deny the applicant. Recipients must take reasonable efforts to investigate conflicting information, such as evidence of a criminal record without a conviction date on the screening report.
- d. Denials: For denials, Recipients shall transmit written notification to the applicant of the reason for the denial, including any information relied on to deny the applicant. The denial letter shall be explicit in the denial reason. For example, a stated reason of "credit worthiness" or "criminal background" is insufficient. The denial letter shall specify the exact criminal history or credit issue used as the basis to deny the applicant. The denial letter shall explain the appeal process and procedures on the first page. Recipients shall ensure that the denial letter specifies the timeframe and method by which Recipients will consider requests for reconsideration from applicants, including requests for reasonable accommodations made by applicants with disabilities to participate in the informal hearing process, consistent with HUD Handbook 4350.3 – Rev-1 Chg.-4: Occupancy Requirements of Subsidized Multifamily Housing Programs, 4-9.
- e. Third-Party Screening: If Recipients continue to use a third-party screening company, Recipients shall ensure that the third-party screening company's criteria

is narrowly tailored to assess applicants against the screening criteria specified in Recipients' TSP, including the bases for denial and the timeframes considered (e.g., lookback periods for criminal records or years of rental history). Recipients shall provide any revisions to the third-party screening company screening criteria to FHEO for review pursuant to provision D.30.

- f. Review of Third-Party Screening Results: Where a third-party screening company is used, Recipients shall appoint an employee at the Subject Property to conduct manual review of all applicants flagged for denial by the third-party screener. The appointed employee shall review the application against the recipient's written screening policies prior to making a final eligibility determination. Recipients shall provide the name of the employee appointed to conduct manual review of proposed denials during the term of this Agreement pursuant to provision D.30.
 - g. Recipients shall keep records of all rejected applicants, including the reasons for the rejection, the date of the rejection, contact information for the applicants, and any available demographic information, for the term of this Agreement.
31. Waitlist Management Policies: The revised Tenant Selection Plan will include Waitlist Management Policies consistent with the following:
- a. Recipients may only confirm an applicant's continued interest in the waitlist annually (i.e., for purposes of purging the waitlist consistent with HUD procedures).
 - b. Applicants will not be removed from the waitlist for failure to respond to requests to verify their continued interest in the waitlist, unless the Recipients makes reasonable attempts to reach the applicant using each known form of contact, including via mail, email, and phone, provided the applicant supplies this contact information, and provides at least fourteen (14) calendar days for the applicant to respond. Recipients must make at minimum three (3) attempts to contact the applicant, each no less than twenty-four (24) hours apart.
32. Application Processing Policies: The Tenant Selection Plan will include Application Processing Policies consistent with the following:
- a. Applications will be made available and may be submitted through a variety of means, including online, email, drop box, and mail. Recipients shall not require in-person pickup or submission of applications. Recipients shall not require a single means of distributing and submitting applications. Recipients shall not require applicants to submit applications by mail using only a particular type of envelope size and color.
 - b. Recipients shall ensure that applications may be picked-up and submitted at a variety of times, including weekends and mornings (before 9am) and evenings (after 5pm).

- c. The Tenant Selection Plan will require that materials relating to soliciting applicants for the waiting list will include information concerning the existence and location of services, activities, and facilities that have features that make them accessible to persons with disabilities, including whether accessible parking is available for application pick-up or drop-off (if “no parking” is otherwise stated).

E. APPLICATION CONTENT

33. Within ninety (90) days after the Effective Date of this Agreement, Recipients shall revise, and submit to the Department for review, the form application for the Subject Property to include:
 - a. a question asking applicants how they heard about housing opportunities at the Subject Property;
 - b. a question asking applicants to provide preferred methods of contact – including options for postal mail; PO Boxes; email; phone call; and text message;
 - c. a question asking applicants their language preference;
 - d. questions related to the applicant household’s demographic information consistent with the race and ethnicity categories identified in the HUD-27061-H-Race and Ethnic Data Reporting Form, as well as whether the person identifies as a person with a disability consistent with definition of disability under Section 504;
 - e. for any question regarding qualified admission preferences, such preferences shall be specific to the Subject Property only, and shall not include preferences not applicable to the Subject Property; and
 - f. for any question about credit, housekeeping, criminal record or rental history, an answer box with space to expand on criminal or rental histories or provide mitigating circumstances pursuant to paragraph D.30. No question about criminal history or rental history shall go beyond the policy in the property’s TSP, such as by asking applicants about records beyond the scope of screening (e.g., asking applicant about *any* conviction or crime).

F. LANGUAGE ACCESS PLAN

34. Language Access Plan: Within ninety (90) days after the Effective Date of this Agreement, Recipients shall develop and submit to FHEO for review and approval a revised Language Access Plan (LAP) as described in Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons 72 FR 2732 (Jan. 22, 2007) (the “Final Guidance”). This plan must include an analysis of the need for language assistance among potential applicants, applicants, and residents at the Subject Property (the “Four-Factor Analysis”) as described in the Final Guidance that balances the following factors:

- a. The number or proportion of LEP individuals eligible to be served or likely to be encountered by the Recipients, including eligible persons in the housing market area who may wish to apply;
 - b. The frequency with which LEP individuals come in contact with the program or activity;
 - c. The nature and importance of the program, activity, or service provided by the program to people's lives; and
 - d. The resources available to the Recipients and costs associated with the provision of language assistance.
35. Within thirty (30) days after receipt of the Language Access Plan, FHEO shall provide any responsive comments. Recipients shall resubmit a revised plan within (30) days after receiving FHEO's comments.
36. Within sixty (60) days after finalization of the LAP, Recipients shall translate all identified vital documents including marketing materials and applications pursuant to the LAP.
37. Within sixty (60) days after finalization of the LAP, Recipients shall provide notice of the availability of language services in marketing materials, application materials, and on site at the management office. Recipients shall also ensure that the subject Property has printed and is utilizing an "I Speak" card so that applicants and residents with limited English proficiency can identify their primary language. Examples of "I Speak" cards can be found at: <https://www.lep.gov/i-speak-card>.
38. Within forty-five (45) days after the Effective Date of this Agreement, Recipients shall establish and formalize a "Language Bank List." This list will include the names and titles of staff willing and able to provide oral interpretation or written translation services, contact information, and the days and hours each staff person is available to assist LEP individuals. Recipients shall update the Language Bank to include the contact information for translators and interpreters with whom Recipients contract pursuant to this Agreement at F.39. This information will be readily available to staff that interact with individuals who speak or read languages other than English. Identified staff must be sufficiently trained, and available, to provide oral interpretation and/or written translation assistance, including having knowledge of the Recipients' housing operation in order to provide competent language assistance.
39. Within ninety (90) days after the Effective Date of this Agreement, in addition to considering bilingual staff interpreters, Recipients shall contract with interpreters (online, over-the-phone and/or in-person) to provide oral interpretation services for individuals who speak languages identified in the LAP. Recipients shall also contract with translators (online, over-the-phone and/or in-person) to provide written translation services for languages spoken by LEP groups identified as requiring translation services by Recipients' four-factor analysis and specified in the LAP. This

service must be accessible to all staff members to ensure meaningful access when assisting LEP persons.

40. As noted in provision E.33 above, Recipients shall include a question asking applicants their language preference in the application for the Subject Property and track the answers provided.

G. SECTION 504 CONCERNS

41. The TSP submitted to FHEO pursuant to Section D of this Agreement shall include information regarding reasonable accommodation requests for persons with disabilities in the application and tenant selection process. This will include:
 - a. a definition of Reasonable Accommodation, which includes a definition of a person with a disability, consistent with the requirements of this Agreement and applicable law;
 - b. the process through which Recipients shall notify applicants about the Reasonable Accommodation Policy;
 - c. a commitment that requested reasonable accommodations shall be granted unless they fundamentally alter the nature of Recipients' program or impose undue financial and administrative burdens, considering all resources available to Recipients;
 - d. a description of the interactive process to be used if a request poses a fundamental alteration or undue financial and administrative burdens;
 - e. a commitment to seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability-related need;
 - f. a commitment to not require any disability-related information where the individual's disability-related need for an accommodation is known to the Recipients or is obvious;
 - g. provisions identifying applicable waitlist policies and procedures as they relate to Reasonable Accommodation requests; and
 - h. provisions identifying relevant Recipient personnel that will be responsible for ensuring timely approval and provision of reasonable accommodations, engaging in the interactive process with tenants, and for facilitating compliance with applicable disability rights requirements under Section 504 and this VCA.
42. Within thirty (30) days of the Effective Date of this Agreement, Recipients shall amend their transfer policy and reasonable accommodations policy to ensure that reasonable accommodation requests from residents requesting a unit transfer due to a disability-related need are effectively logged, tracked, monitored, and responded to

(i.e., residents requesting a unit transfer to an accessible unit as a reasonable accommodation have priority over applicants requesting an accessible unit).

43. Within thirty (30) days after the Effective Date of this Agreement, Recipients shall remove any reference to “independent housing,” “independent living” or any other language suggesting that the Property will assess an applicant’s/tenant’s ability to live independently from its Resident Handbook or any other written materials.
44. The Tenant Selection Plan shall require Recipients to take all appropriate steps to ensure effective communication with individuals with disabilities, including providing appropriate Auxiliary Aids and Services, which include, but are not limited to, qualified sign language and other interpreters, assistive listening devices, Brailled materials, large print documents, audio recordings, and accessible web-based and email communications, in accordance with Section 504 of the Rehabilitation Act and 24 C.F.R. part 8 and the ADA and applicable regulations.

H. TRAINING

45. Within one hundred twenty (120) days after the Effective Date of this Agreement, all staff who work with residents or potential residents at the Subject Property, all staff who supervise staff who work with residents or potential residents at the Subject Property, and all staff responsible for marketing or hiring at the Subject Property, shall attend a training on fair housing and civil rights, for a minimum of three (3) hours.
46. Within one hundred twenty (120) days after the Effective Date of this Agreement, Recipients shall train all staff on Title VI obligations, including the obligations to affirmatively market the Subject Property and to provide meaningful access to persons who are limited English proficient. This will include the Title VI regulatory requirements and HUD’s LEP Final Guidance referenced in Provision F of this Agreement, the results of the four-factor analysis, contents of the Language Access Plan, the Language Bank, list of vital documents, use of “I Speak” cards or posters, and the major obligations set out in the VCA.
47. The training(s) shall be conducted by a qualified third party or parties, approved by FHEO. No fewer than thirty (30) days before the date of the training session, Recipients shall submit for approval to FHEO the name of the person(s) or organization(s) proposed to provide the training, together with copies of the professional qualifications of such person(s) or organization(s) and copies of all materials to be used in the training.
48. Recipients will provide FHEO with written certification that the training has been completed, along with a list of the attendees, within thirty (30) days after the completion of the training.

I. INDIVIDUAL AND MONETARY RELIEF

General Provisions

49. Within thirty (30) days after the Effective Date of this Agreement, Recipients shall deposit in an interest-bearing escrow account the total sum of \$ 510,000.00 for the purpose of compensating certain households defined as Class A and Class B, below, as further set forth in this Agreement. This money shall be referred to as the “Fund.” Recipients shall not deposit any funds consisting of federal financial assistance into the escrow account. Any interest that accrues in the Fund shall become a part of the Fund and be utilized and disposed of as set forth herein, except that any taxes owed on such interest shall be paid from any accrued interest. Recipients shall provide written verification to FHEO of the deposit within ten (10) days after the date of the deposit. The relief set forth in this Section of the Agreement shall be available to eligible households of applicants who HUD has previously disclosed to Recipients, and who (a) HUD determined were denied for ‘exceeding occupancy standards’ or (b) are persons with a disability who HUD has determined were denied without consideration of whether the applicants were qualified individuals with disabilities under the age of 62, otherwise known as disabled families (“Eligible Claimants”). Recipients agree that receipt of payment from the Fund shall not affect income eligibility or any other eligibility criteria for purposes of Recipient’s Programs. *See* 24 C.F.R. § 5.609(c).
50. Definition of Claimant Classes. Eligible Claimants denied for ‘exceeding occupancy standards’ shall be defined as Class A for purposes of this Agreement. Eligible Claimants who are qualified individuals with disabilities under the age of 62 and who were denied without consideration of whether they were qualified individuals under the age of 62 shall be defined as Class B for purposes of this Agreement.
51. Administration of the Fund. Recipients shall retain a Fund Administrator (Administrator) to oversee the Fund described in this Agreement. The Administrator must be independent of Recipients, shall not be an employee of Recipients, and shall not be any firm/entity with whom Recipients contract.
52. Selection. Within sixty (60) days after the Effective Date of this Agreement, Recipients shall select an Administrator and submit the individual’s name, qualifications, and Statement of Work for FHEO approval. FHEO shall approve or disapprove of the Administrator within thirty (30) days after receipt of the information from Recipients. The Administrator shall have expert fair housing and civil rights knowledge and qualifications.
53. Replacement. Recipients shall notify FHEO if the Administrator resigns or must be replaced, and any replacement Administrator shall be subject to FHEO approval. FHEO may require Recipients to obtain a replacement Administrator if FHEO determines that the Administrator is not performing in accordance with the terms of this Agreement.
54. Costs. All costs associated with the administration of the Fund by the Administrator shall be borne by Recipients. The total costs of administration, including but not limited to any fees for services provided by the Administrator, will be paid from a separate fund not associated with the Fund.

55. Remainder. Any funds remaining in the Fund after the last claim is paid, as provided below, including accrued interest, shall be returned to Recipients.
56. Eligible Claimants to the fund shall have one hundred twenty (120) days from the date the Notices are mailed to request for compensation from the Fund (“Participating Claimants”).

Identification and Notification of Eligible Claimants

57. Identification of Eligible Claimants. Within thirty (30) days after the selection date of the fund Administrator, HUD shall transmit to the Administrator a list of Eligible Claimants identified by HUD as within Class A or Class B and eligible for relief. HUD will provide the Eligible Claimants’ last known mailing address, and, where available, an alternative mailing address, telephone phone number, and email address for each Eligible Claimant. All Eligible Claimants will be entitled to be returned to the Subject Property’s waitlist by the time and date of the Eligible Claimant’s original application.
58. Notification to Eligible Claimants. Within sixty (60) days after the Effective Date of this Agreement, the Administrator shall mail to each Eligible Claimant a copy of the Notice attached as Appendix B of this Agreement. This mailing shall occur via first-class mail.
- a. The envelope should include a request for forwarding address.
 - b. The envelope shall be printed with the following short notice, in red: Attention — Notice of Compensation Under HUD Settlement.
 - c. The Notice should include a copy of the release form attached as Appendix C of this Agreement (“Release”). The Release will provide Eligible Claimants with the opportunity to regain their place on the Subject Property’s waitlist as of the lottery date of the Eligible Claimant’s original application ordered by application number.
 - d. The Notice shall provide for a cost-free means by which an Eligible Claimant may return the signed Release.
59. Within seventy-five (75) days after the Effective Date of this Agreement, the Administrator shall provide a certification to the Department that the Administrator has sent the Notice in accordance with this Agreement.
60. The Administrator shall keep a log of efforts to contact Eligible Claimants documenting all efforts, including in cases where the Notice is returned by the U.S. Postal Service (or similar mail processing entity).
- a. Except as noted below with respect to undeliverable notices, the Administrator shall not engage in additional efforts to contact Eligible Claimants who do not respond to the mailing of the Notice.

- b. If any Notice is returned as undeliverable, the Administrator shall engage in reasonable efforts to contact the Eligible Claimant using all forms of known contact to locate the Eligible Claimant's updated address and resend the Notice. The Administrator's reasonable efforts shall continue for a period of one hundred twenty (120) days, until the close of the Participation Deadline (as that term is defined elsewhere in this Agreement) but may not be extended or modified past this deadline.
- 61. The Notice shall inform the Eligible Claimants that each has until the Participation Deadline to provide to the Administrator a signed and fully executed Release. This Participation Deadline shall be calculated based on one hundred twenty (120) days from the date the Notice is initially sent. No person who mails his/her Release after the 120th day following the mailing of the Notice shall be eligible for payment or reinstatement to the waitlist.
 - 62. The Administrator shall provide Recipients with a list of Participating Claimants who elect to be reinstated to the waitlist, pursuant to provision I.68 below, every ten (10) days from the date the Administrator sends the Notification letters to Eligible Claimants until the Participation Deadline, at which time the Administrator shall provide a final list of Participating Claimants who elect reinstatement to Recipients.
 - 63. Within thirty (30) days after the Participation Deadline, the Administrator shall provide FHEO with a list of Eligible Claimants who timely and fully responded to the Notice ("Participating Claimants").
 - 64. No person shall qualify as a Participating Claimant unless they mail, by the Participation Deadline, a Release signed by the Eligible Claimant. If the Administrator receives a defective Release prior to the Participation Deadline, the Administrator must take reasonable steps to contact the person and cure the defective Release. In no event, however, shall these efforts cause the Participation Deadline to be extended or modified.

Participating Claimant Payment Process

- 65. Fund Distributions. Within sixty (60) days after the Participation Deadline, the Administrator shall review all responses received from the Notice Letter and shall send a proposal for monetary relief to FHEO and Recipients. In this communication, the Administrator shall also provide a separate list of Eligible Claimants who choose to be placed on the waiting list by the date of the original lottery in which they participated, ordered by application number. Within thirty (30) days after receipt of the Administrator's proposal, HUD shall provide final approval or request additional information from the Administrator. The date on which HUD approves the Fund distribution shall be known as the HUD Certification Date.
 - a. The Administrator's submission shall include copies of all responses received from the Notice Letter. The Administrator will include an explanation of why the amount recommended for monetary relief for each household is appropriate.

- b. FHEO retains the final authority to determine the amount of compensation provided to each Participating Claimant, if any. Respondent must award compensation to any Participating Claimant that FHEO determines is entitled to such compensation. FHEO may interview individuals to determine whether the recommendation from the Administrator is appropriate.
66. Maximum Fund Distributions. The Administrator shall recommend compensation amounts for the household of each Participating Claimant with HUD having final approval of all amounts. For Class A, the maximum amount of compensation the household of any one Participating Claimant may receive is \$6,000. For Class B, the maximum amount of compensation the household of any one Participating Claimant may receive is \$20,000.
67. Within ten (10) days after the HUD Certification Date, the Administrator shall provide each Participating Claimant a form W-9. Upon receipt of the W-9, the Administrator shall issue payment to the Participating Claimant. Every sixty (60) days after the HUD Certification Date, Recipients shall send written notification to Participating Claimants that any check not cashed within one hundred eighty (180) days after the Participation Deadline will be void and the Participating Claimant will waive any authority to receive compensation under this Agreement. Funds associated with voided checks shall be distributed in a manner consistent with the requirements of provision I.55 of this Agreement.

Participating Claimants Who Choose Waitlist Reinstatement

68. No later than two hundred forty (240) days after the Effective Date of this Agreement, Recipients shall reinstate, as of the original lottery date by order of application number, any Participating Claimant who chooses to be reinstated on the Subject Property's waitlist pursuant to the Notice and Release. Recipients shall reinstate Participating Claimants to the waitlist within ten (10) days after receipt of Notice from the Administrator. Recipients shall submit a list to FHEO of all Eligible Claimants who were placed on the Subject Property's waitlist within ten (10) days.
69. Fee Waivers: In addition to the Fund, Recipients agree to waive all move in fees for the Participating Claimants who are reinstated to the waitlist and are admitted to the Subject Property. Recipients shall maintain a log of fee waivers pursuant to this provision and provide copies of the log to FHEO with the quarterly report submission for the term of the Agreement.

VI. MISCELLANEOUS PROVISIONS

70. This Agreement, after it has been executed by the FHEO Regional Director or his or her designee, is binding upon Recipients, and their employees, contractors, agents, and successors.
71. This Agreement shall not be construed to limit or reduce the obligation of Recipients, and Recipients' programs, services, and activities, to comply with federal civil rights

- laws and implementing regulations, including Title VI and the Fair Housing Act, and their respective implementing regulations.
72. Upon execution of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
 73. Upon execution of this Agreement, Recipients shall provide notice of the terms of this Agreement to their employees, contractors, subrecipients and tenants within ten (10) days after the effective date.
 74. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 504, or 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.
 75. This Agreement does not in any way limit or restrict FHEO's authority to investigate any other complaint involving Recipients or conduct a compliance review pursuant to Title VI or Section 504, or investigate allegations pursuant to the Fair Housing Act, or any other authority within HUD's jurisdiction.
 76. This Agreement does not commit HUD to provide any additional federal financial assistance for the purpose of carrying out Recipients' obligations under this Agreement beyond the federal financial assistance already allocated to Recipients.
 77. The individual named in provision 82, below, will monitor whether the Recipients have satisfactorily complied with the provisions set forth in this Agreement. FHEO may seek to amend the Agreement if FHEO determines that it is in the best interests of the Parties. FHEO may conduct an on-site or any other review of Recipients' compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Recipients will grant HUD's employees access to its premises, records, and personnel during normal business hours throughout the term of this Agreement pursuant to 24 C.F.R. § 1.6(c).
 78. 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.
 79. 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 Title VI, Section 504, or other federal law. This Agreement does not relieve Recipients of its continuing obligation to comply with all aspects of Title VI and Section 504.
 80. Execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement constitute one document.

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

81. FHEO will monitor Recipients' implementation of this Agreement. At its discretion, FHEO may convene meetings with Recipients' Executive Director 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.
82. Recipients shall submit reports to FHEO on each provision of this Agreement quarterly. These reports shall be submitted electronically to Jason.C.Chang@hud.gov. All documents or logs referenced in the report shall be provided as attachments to the report. These reports shall be submitted on the last business day of March, June, September, and December.
83. 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 Recipients, 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.
84. 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.
85. Should FHEO learn of Recipients' noncompliance with this Agreement, FHEO will provide notification to the Recipients' executive director or equivalent highest-ranked official via email. Recipients will have seven (7) days to cure the breach following the date of the email notice. If failure to cure occurs, FHEO may take appropriate enforcement action, including referring this Agreement to the Department of Justice. *See* 28 C.F.R. § 50.3.
86. FHEO reserves the right to refer this Agreement to the Department of Justice without providing an opportunity to cure in the following circumstances:
 - a. Notification by Recipients of intent to engage in an action that would breach this Agreement;
 - b. Significant non-compliance with this Agreement;
 - c. Breaches that are not reasonably curable; or
 - d. Any breach that by its nature constitutes noncompliance with civil rights requirements.
87. In the event that the Recipients fail to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from FHEO, FHEO may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.

88. 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.

VIII. SIGNATURES

For the Recipients:

Nathan D. Taft
Partner and Senior Managing Director
RAHF IV Shore Hill LLC

Date

Lori Ricci
Chief Operating Officer
Rose Community Management, LLC

Date

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

Jay Golden
Region II Director
Office of Fair Housing and Equal Opportunity

Date