

**ORIGINAL**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

**THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**AND**

**THE ALASKA HOUSING FINANCE CORPORATION**

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**THE ALASKA HOUSING FINANCE CORPORATION**

**VOLUNTARY COMPLIANCE AGREEMENT**

**LIST OF APPENDICES**

<b><u>Appendix</u></b>	<b><u>Description</u></b>
<b>A</b>	<b>AHFC List of Properties [Total Housing Units]</b>

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VOLUNTARY COMPLIANCE AGREEMENT  
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I. INTRODUCTION

The Alaska Housing Finance Corporation (AHFC or the Corporation) owns, operates, or controls a public housing program consisting of housing and non-housing programs that includes, but is not limited to, common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, facilities and community programs. See AHFC's List of Properties, attached as **Appendix A**. AHFC receives various Federal funds to operate, maintain, and make capital improvements to these developments. The U.S. Department of Housing and Urban Development (HUD or the Department) has funded AHFC's developments, in part, through the provision of operating subsidies, capital funding (including the Capital Fund Program) and traditional Housing Choice Vouchers.

In addition to local and state governing authorities, AHFC is subject to Federal civil rights laws and regulations. See, for example, Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>; the Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>3</sup>; the Architectural Barriers Act of 1968<sup>4</sup>; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)<sup>5</sup>; and the respective implementing regulations for each Act. See also, HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as PIH Notice 06-13 or subsequent notices.

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<sup>1</sup> 29 U.S.C. § 794; 24 C.F.R. Part 8.

<sup>2</sup> 42 U.S.C. §§ 12101 *et seq.*; 28 C.F.R. Part 35.

<sup>3</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Parts 100, 103, 108, 110, and 121.

<sup>4</sup> 42 U.S.C. §§ 4151-4157.

<sup>5</sup> 42 U.S.C. §§ 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602.

During the week of September 25, 2006, the Department conducted an on-site compliance review of AHFC's compliance with Section 504 and Title II of the ADA. The Department's compliance review focused on AHFC's Low Income Public Housing (LIPH) program.<sup>6</sup> The Department's review included an examination of AHFC's application and admissions process; tenant selection, assignment, and transfer policies; reasonable accommodations policies; maintenance services; and the designated Uniform Federal Accessibility Standards (UFAS) Housing Units, including common areas; and housing and non-housing programs and activities. In addition, the Department conducted an accessibility review of AHFC's leased space Headquarters' Office located at 4300 Boniface Parkway and the Applications Office at 624 West International Airport Road in Anchorage and the Public Housing Division Office at 1441 22<sup>nd</sup> Avenue in Fairbanks, Alaska. The Department's review also included the examination of AHFC's tenant files, transfer files, grievance files, reasonable accommodation requests, eviction files, and records of application. In addition, the Department reviewed AHFC's current policies and procedures, including AHFC's Admissions and Occupancy Policy. Finally, the Department conducted interviews with AHFC residents and staff.

HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual housing units, as well as deficiencies in AHFC's current policies and procedures. On September 21, 2007, the Department issued its Letter of Findings (LOF) of non-compliance with Section 504 and Title II of the ADA.

AHFC has always, and continues to strive to comply with all applicable authority that governs the activities of the Corporation, whether local, state or federal. In this spirit, AHFC agrees to enter into this Voluntary Compliance Agreement (VCA or Agreement) in order to comply with its responsibilities under Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations or other authority.

## II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when

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<sup>6</sup> The Department's on-site accessibility reviews included family and elderly LIPH developments.

designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible.

Accessible Route – A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; 28 C.F.R. § 35.151; and UFAS § 4.3. (*See also* definitions of “Dwelling Unit” and “Non-Housing Programs”.)

Administrative Office – The leased office space located at 4300 Boniface Parkway in Anchorage, Alaska that currently houses some employees who administer the HUD programs specific to this VCA as well as other staff performing unrelated AHFC activities. Any improvements to this space under the VCA must be approved in writing and signed by the property owner or its representative.

AHFC – The Alaska Housing Finance Corporation, a public corporation established by Alaska Statute 18.56.010 including employees connected with housing programs and related activities subsidized by the U.S. Department of Housing and Urban Development.

Alterations – Any change in a facility or its permanent fixtures or equipment, including remodeling, renovation, rehabilitation, reconstruction, changes or rearrangement in structural parts and extraordinary repairs. *See* 24 C.F.R. § 8.3 and 8.23

Assistance Animal – An animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and, thus, is not subject to AHFC’s Pet Policy. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms. *See* PIH Notice 06-13 or successor notice.

Auxiliary Aids – Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the length and complexity of the communication involved. *See* 24 C.F.R. § 8.3.

Days – Wherever referenced in this Agreement, days shall mean calendar days.

Development – The whole of one or more AHFC-owned residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for Federal financial assistance or application for assistance; or are treated as a whole for processing purposes, whether or not located on a common site.

Dwelling Unit/Housing Unit – A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

Effective Date - The effective date of this Agreement is the date of the last signature in Section IX.

Non-Housing Programs - All or any AHFC-owned portions of buildings, structures, equipment, vehicles, roads, walks, passageways, parking lots, or other real property where the building or structure is located. A Non-Housing Program common area includes, but is not limited to, entrances, hallways, elevators, AHFC on-site offices, laundry rooms, restrooms, community rooms, and trash disposal. To the extent that entrances, elevators and common areas provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

Person With a Disability – For purposes of this Agreement, a person with a disability is any person 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.

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

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



percent (50%) or more of the value of the element of the building or facility involved. *See* UFAS § 3.5.

Total Housing Units – The total number of AHFC's public housing units published in HUD's Public and Indian Housing Information Center (PIC) as of June 30, 2008, and as reflected in **Appendix A**.

UFAS – The standards for the design, construction or alteration of buildings to ensure that they are readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. § 40. Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.

UFAS-Accessible Unit – A dwelling unit that is designed, constructed, altered or adapted to fully comply with UFAS §§ 4.34.2 – 4.34.7. The unit can be approached, entered and used by persons with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible in accordance with UFAS § 4.1.3 unless AHFC can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable or would create an undue financial and administrative burden. *See* 24 C.F.R. § 8.32 and UFAS §§ 4.1.3 and 4.34.2 – 4.34.7.

UFAS-Adaptable Unit - A dwelling unit that is on an Accessible Route, as defined by this Agreement, and is adaptable to be accessible in accordance with UFAS §§ 4.34.3-4.34.6. Adaptable or adaptability means the ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. *See* 24 C.F.R. §§ 8.3 & 8.32; UFAS §§ 4.34.3-4.34.6.

### III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all public housing facilities owned or controlled by AHFC that are funded by HUD.

- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on AHFC and HUD. This Agreement shall remain in effect until AHFC has satisfactorily completed the provisions set forth in this Agreement as determined by HUD or five (5) years after the effective date of this Agreement, whichever is later. Upon completion of all the requirements of this VCA to the satisfaction of HUD before the 5 year period, then AHFC can request that HUD terminate this VCA.
- C. AHFC Moving to Work (MTW) Plan must be consistent with the requirements of this Agreement. AHFC shall amend the MTW Plan, as necessary, in order to ensure the adoption of the requirements of this Agreement.
- D. Notwithstanding any notice or consultation requirements of this Agreement, AHFC shall comply with the notice and consultation requirements of AHFC's Moving To Work (MTW) Plan per the MTW contract.
- E. The Department and/or AHFC, as a result of a needs assessment, may amend upward the minimum five percent (5%) requirement, as set forth in Section IV. (C) (1)(a) of this Agreement, if the Department and/or AHFC determines, pursuant to 24 C.F.R. §§ 8.22 (c) and 8.23 (b)(2), that the needs of income eligible persons with disabilities in the State of Alaska for UFAS-Accessible Units exceeds five percent (5%). See also 24 C.F.R. § 8.25 (c).
- F. This Agreement, along with the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, shall serve as AHFC's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. See 24 C.F.R. §§ 8.21 (c)(4), 8.24 (d) and 8.25 (c).
- G. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- H. This Agreement does not affect the ability of HUD or AHFC to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this Agreement.
- I. Upon the effective date of this Agreement, this Agreement is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with

the State of Alaska's Public Record Disclosures statute, AS § 40.25.120, and AHFC Privacy Act procedures.

- J. For the purpose of this Agreement, if the reporting day falls on a weekend, State or a Federal holiday, the report will be due the first business day after the weekend or holiday.
- K. AHFC shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with AHFC's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants, residents or other confidential data.
- L. This Agreement is the controlling document from the effective date of this Agreement, to the extent that any prior written HUD guidance in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding AHFC's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this Agreement.
- M. This Agreement does not supersede, or in any manner change the rights, obligations and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with Federal, State or local civil rights statutes or other authorities.
- N. This Agreement does not affect any requirements for AHFC to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
- O. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. See 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205.
- P. AHFC shall designate sufficient personnel to oversee compliance with the provisions of this Agreement.
- Q. This Agreement and the requirements herein are controlling in the event a court orders AHFC to provide a lesser number of accessible units to persons with disabilities than required by this Agreement, and where HUD is not a party to the litigation.

- R. AHFC will provide in alternate formats, upon reasonable request, all notices, correspondence and/or communications that this Agreement requires to be disseminated. *See* 24 C.F.R. § 8.6.
- S. The following HUD officers are authorized to make approvals under this Agreement: Deputy Assistant Secretary, Office of Fair Housing and Equal Opportunity (FHEO); Director, Office of Enforcement (FHEO); or Director or Acting Director, Region X, FHEO or their designee.
- T. This Agreement may be modified by mutual, written agreement of HUD and AHFC. However, this Paragraph, III. T., does not limit HUD's authority to enforce Section 504 or any other authority specified in the Introduction.
- U. AHFC is reminded that it must obtain advance HUD approval to expend any HUD funds for legal services concerning compliance activities under this Agreement.

#### **IV. SPECIFIC PROVISIONS**

##### **A. VOLUNTARY COMPLIANCE AGREEMENT (VCA) ADMINISTRATOR**

- 1. Within thirty (30) days of the effective date of this Agreement, AHFC will designate a VCA Administrator and provide HUD with the name of the VCA Administrator. AHFC will provide HUD the name of any subsequent VCA Administrator within 30 days.
- 2. The VCA Administrator will report to the Director, Public Housing Division of AHFC concerning matters arising from this Agreement.
- 3. AHFC shall have a VCA Administrator or Acting VCA Administrator for the duration of the Agreement.
- 4. The Acting VCA Administrator or VCA Administrator will be responsible for coordinating all compliance activities under this Agreement, specifically:
  - a. implementation of the provisions of this Agreement;
  - b. coordination of the activities of AHFC personnel who will assist the VCA Administrator in implementing this Agreement; and
  - c. submission of all reports, records and plans required by this Agreement.

5. AHFC shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.

**B. SECTION 504/ADA COORDINATOR**

1. Within thirty (30) days of the effective date of this Agreement, AHFC will designate a Section 504/ADA Coordinator and provide HUD with the name of the Section 504/ADA Coordinator.
2. In the event that AHFC's Section 504/ADA Coordinator resigns or is otherwise terminated, or is assigned to other duties, prior to the expiration of this Agreement, AHFC shall:
  - a. Within fourteen (14) days of the Section 504/ADA Coordinator's resignation, termination, or reassignment, AHFC shall designate an Acting Section 504/ADA Coordinator. Upon designation, AHFC shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.
  - b. Within ninety (90) days of the resignation, termination or reassignment of the Section 504/ADA Coordinator, AHFC shall hire or appoint a new Section 504/ADA Coordinator with prior experience demonstrating knowledge of and expertise concerning Section 504, Title II of the ADA, the Fair Housing Act and/or the Architectural Barriers Act, the regulations implementing those statutes and applicable accessibility standards.
  - c. Upon selection of the new Section 504/ADA Coordinator, AHFC shall provide HUD with the name of the designated Section 504/ADA Coordinator and a copy of the Coordinator's resume and/or curriculum vitae.
3. Pursuant to 24 C.F.R. § 8.53 (a) and 28 C.F.R. § 35.107, AHFC's Section 504/ADA Coordinator shall perform the following functions:
  - a. coordinate AHFC's compliance with Section 504 and HUD's implementing regulations;
  - b. assume the duties set forth in this Agreement;
  - c. coordinate AHFC's compliance with Title II of the ADA;

- d. coordinate with AHFC's VCA Administrator, as referenced in Paragraph IV. (A), on the implementation of the provisions of this Agreement; and
- e. coordinate and oversee AHFC's responsibilities to provide reasonable accommodation(s) to applicants, residents and members of the public.

C. **HOUSING PROGRAMS**

1. **Provision of UFAS Accessible Units**

- a. Subject to the requirements of the UFAS-Accessible Unit Plan, referenced in Paragraph IV. C.2, AHFC shall certify a minimum of five percent (5%), or sixty-seven (67), of its 1,322 Total Housing Units (see Appendix A) to be UFAS-Accessible Units as defined in this Agreement.
  - (i) Nothing in this Agreement diminishes AHFC's obligation to comply with 24 C.F.R. §§ 8.4(b)(1)(i) and (ii), which prohibits recipients from providing housing to qualified individuals with disabilities that is not equal to that afforded others; or providing housing to qualified individuals with disabilities that is not as effective in affording the individual with an equal opportunity to achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others.
- b. AHFC must demonstrate to HUD's satisfaction the completion of the construction, conversion, or certification of the sixty-seven (67) UFAS-Accessible Units, as described in Paragraph IV. C.1.a, above, within five (5) years of the effective date of this Agreement.
- c. Unless otherwise agreed by HUD pursuant to HUD's approval of AHFC's **UFAS Accessible Unit Plan**, described in Paragraph IV. C. 2, below, AHFC will demonstrate to HUD's satisfaction the completion of:
  - (i) a minimum of thirteen (13) UFAS -Accessible Units, as described in Paragraph IV. C.1, no later than one year from the HUD approval date of AHFC Accessible Unit Plan; 13 additional units in each subsequent year; and 15 units in the final year to equal the cumulative 67 units called for in the Agreement.

- d. AHFC shall take all reasonable efforts to reserve sufficient funding to achieve the annual rates for completion of UFAS Accessible units set forth in Paragraph IV. C.1.c. If AHFC is prevented from performing its obligations under this VCA by *force majeure*, such failure shall not constitute a default hereunder and AHFC's non-performance shall be excused during the continuance of the *force majeure* act or event and for the reasonable time period thereafter that the continuing effects of the act or event creating the *force majeure* continues to prevent performance. Such action is conditional upon AHFC promptly notifying HUD in writing of the commencement of the *force majeure* act or event and, thereafter, of the termination of the lasting effects of the *force majeure* that have prevented performance. For purposes of this VCA, *force majeure* means any extraordinary act or event (including a terrorist act, flood, hurricane, or severe adverse weather condition, war, strike, fire, casualties to key personnel or substantial reductions in HUD funding beyond annual fluctuations in the Department's funding) that prevents AHFC from performing its obligations hereunder and which is (1) beyond the reasonable control and not arising out of the fault of AHFC; and (2) AHFC has been unable to overcome the effects of such *force majeure* act or event by the exercise of due diligence and the utilization of reasonable efforts, skill and care.
- e. AHFC shall provide HUD with at least ninety (90) days notification if it cannot meet the production rates specified in Paragraph IV.C.1.c., above. AHFC's notification to HUD shall include a detailed explanation for each unit that will not be produced according to the timeframes set forth and specifying the reasons for the delay of each unit.
- f. Pursuant to 24 C.F.R. § 8.26, the UFAS-Accessible units to be completed pursuant to this Agreement shall be subject to reasonable health and safety requirements and to the maximum extent feasible:
- (i) distributed throughout AHFC's AMPs, developments and/or sites subject to the threshold requirements for accessible units found at 24 C.F.R. 8.22 and 8.23 and PIH Notice 2006-13 or subsequent notices;
  - (ii) available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program; and

- (iii) available in each city or locality where AHFC public housing is located.
- g. If AHFC proposes to construct or modify fewer than five percent (5%) of the units as UFAS-Accessible in a given development, AHFC shall provide, for HUD's review and approval, a written description and supporting information documenting the reasons AHFC is unable to comply with the 5% goal. This documentation should include information regarding structural impracticality and/or undue financial and administrative burden at the development, and/or documentation regarding the projected demolition or disposition at each development. The supporting documentation will be included in AHFC's UFAS-Accessible Unit Plan, referenced in Paragraph IV. C.2, below.
- h. For purposes of calculating AHFC's construction or conversion of sixty-seven (67) UFAS-Accessible housing units, as set forth in Paragraph IV. C. 1, under no circumstance will the Department consider a proposal that would include greater than twenty-five percent (25%) of a single development's total units.
- i. A UFAS Accessible Unit will not be deemed completed under Paragraph IV. C.1.c. until:
- (i) the entrances, elevators and common areas serving that unit are accessible to individuals with disabilities;
  - (ii) AHFC has submitted a third-party certification, as referenced in Paragraph IV. C.3; and
  - (iii) HUD has provided written acknowledgement that the requirements under this Paragraph IV. C. 1, Paragraph IV. C. 2, and Paragraph IV. C. 3 have been met.
- j. Departures from particular technical and scoping requirements of the UFAS by the use of other methods are permitted where substantially equivalent or greater accessibility and usability of the building is provided. Such departures shall be approved in writing, on a case-by-case basis, by the Department.



k. AHFC's Non-Housing Program Accessibility Plan, referenced in Paragraph IV. D.1, below, will identify those Non-Housing Programs that are currently inaccessible to persons with disabilities. AHFC's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate the work required to ensure completion of UFAS-Accessible Units with accessible Non-Housing Programs within the timeframes set forth in Paragraph IV. C.1.c.

2. **UFAS -Accessible Unit Plan**

a. **Proposed UFAS -Accessible Unit Plan:**

(i) UFAS -Accessible Unit Plan: Within one hundred twenty (120) days of the effective date of this Agreement, AHFC will submit, for HUD's review and approval, its UFAS-Accessible Unit Plan for all developments identified in **Appendix A**.

(ii) HUD will provide AHFC with its approval, or comments, within forty-five (45) days of receipt of both AHFC's proposed UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, referenced in Paragraph IV. D.1., AHFC will have forty-five (45) days from the date of HUD's comments to obtain HUD's approval on the UFAS-Accessible Unit Plan.

b. **UFAS-Accessible Unit Plan Requirements**

(i) The Plan will address all developments covered under this Agreement, as referenced in **Appendix A**.

(ii) If AHFC proposes to construct or modify fewer than five percent (5%) of the units as UFAS-Accessible in a given development, the Plan will include a written description and supporting information regarding structural impracticability and/or undue financial and administrative burden at the development, and/or documentation regarding the projected demolition or disposition at each development.

(iii)The **UFAS-Accessible Unit Plan** will be provided in an EXCEL or compatible format and include the following information:

- 1) total number of UFAS-Accessible Units to be produced annually;
- 2) development name, number and address, including elderly or family designation;
- 3) total existing number of units in each development;
- 4) proposed total number and percentage of UFAS-Accessible Units in each development;
- 5) existing number of units with some accessibility features by bedroom size;
- 6) bedroom size distribution for proposed UFAS-Accessible Units in each development;
- 7) current occupancy status of units to be modified to be made UFAS accessible:
  - a. occupied (by a person who needs the accessible features of the unit (if any) or not by a person who needs the accessible features),
  - b. vacant (scheduled for physical improvements or not scheduled for physical improvements), or
  - c. not currently used as a dwelling unit (e.g., office, storage, service facility);
- 8) relocation plan for any currently occupied units;
- 9) proposed certification dates and/or starting and completion dates for construction or alteration of UFAS-Accessible Units in each development;
- 10) interim timeframes and benchmarks for meeting the UFAS-Accessible Unit Production rates set forth in Paragraph IV.C;
- 11) total estimated cost by development; and
- 12) funding source.

(iv)The **UFAS-Accessible Unit Plan** shall also include a site map for each development that includes the following:

- (1) development name, number and unit address;
- (2) total number of units to be certified, modified or constructed as UFAS-Accessible or UFAS-Adaptable;
- (3) bedroom size of UFAS-Accessible or UFAS-Adaptable units;
- (4) accessible common areas, planned or existing, at each development, including, but not limited to, accessible routes, elevators, transportation/bus

stops, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites; and  
(5) common areas that are currently inaccessible;

- c. AHFC may opt to provide a UFAS-Adaptable Unit, as defined by this Agreement, as a UFAS-Accessible Unit. If AHFC does provide UFAS-Adaptable Units, AHFC's **UFAS-Accessible Unit Plan** shall include a draft policy and procedure whereby: (a) all new residents will be informed about accessible and adaptable features prior to leasing the unit and be able to request that adaptable features be modified or altered to the preference of the new resident; (b) consumer information about adaptable features will be provided within the unit prior to any move-in; (c) consumer information about adaptable features will be provided to residents during the annual recertification process; (d) AHFC's internal procedures, including specific timeframes, for commencing and completing modifications to an adaptable unit; and (e) the procedures will include AHFC employees and/or offices responsible for coordinating the processing of requests between AHFC's Section 504/ADA Coordinator's Office, Property Management & Occupancy Offices, Maintenance Department and/or Modernization & Development Department, as appropriate.

### **3. Third-Party Certification of UFAS-Accessible Units**

- a. Within one hundred twenty (120) days of the effective date of this Agreement, AHFC will submit to HUD, the name, qualifications and experience of the architectural and/or engineering firm(s) with experience with accessibility with whom AHFC has or proposes to contract to review and certify that the units constructed or converted pursuant to this VCA meet the requirements of UFAS and, if applicable, the ADA and Fair Housing Act.
- b. The third-party architectural and/or engineering firm with whom AHFC contracts for the purposes of developing drawings/blueprints for the new construction and/or modifications made pursuant to the UFAS-Accessible Unit Plan, the Non-Housing Plan and the Administrative Offices Plan must be independent from the third-party certifying firm. The architectural and/or engineering firm(s) retained to satisfy the conditions of this VCA will be subject to all AHFC provisions for hire of professional consultants, including the maintenance of appropriate errors and omissions liability

insurance coverage. The firm's principal will be further required to certify all findings made pursuant to this VCA.

- c. Within sixty (60) days of AHFC's completion/confirmation of each unit under the UFAS-Accessible Unit Plan, the third-party architectural and/or engineering firm will certify the unit as a UFAS-Accessible Unit, as defined by this Agreement, including an Accessible Route and accompanying accessible Non-Housing Programs. AHFC will submit this documentation to HUD as part of its Semi-Annual Reports.
- d. HUD reserves the right to conduct periodic on-site reviews of the completed UFAS-Accessible Units and common areas to ensure compliance. HUD also reserves the right to accompany the HUD-approved third-party architectural and/or engineering firm/entity during the on-site certification inspections.

4. **Status Reports on UFAS-Accessible Unit Production**

- a. AHFC will submit Semi-Annual Reports, as referenced in Paragraph IV. C.3.c, with respect to the construction, conversion, or certification of UFAS-Accessible Units and compliance with the HUD-approved UFAS-Accessible Unit Plan, referenced in Paragraph IV. C.2, and the Non-Housing Program Accessibility Plan, referenced in Paragraph IV. D.1, for the duration of this Agreement. These reports shall be delivered electronically in a PDF format and contain the following information:
  - (i) the number of UFAS-Accessible Units for which funds have been allocated;
  - (ii) the physical work that has been undertaken by development name and complete unit address, including Non-Housing Programs;
  - (iii) the physical work that has been completed by development name and complete unit address, including Non-Housing Programs;
  - (iv) for each completed or confirmed unit, independent third-party verification that:
    - (1) the unit complies with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act; and
    - (2) the Non-Housing Programs serving the proffered UFAS-Accessible Unit comply with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act;
  - (v) UFAS-Accessible Unit counts for the given reporting period and cumulatively from the effective date of this Agreement; and

(vi) a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD-approved UFAS-Accessible Unit Plan, referenced in Paragraph IV.C. and the Non-Housing Program Accessibility Plan, referenced in Paragraph IV. D.

b. AHFC's failure to report delays in a timely fashion may have a negative impact on HUD's consideration of any AHFC request for adjustments in annual rates pursuant to Paragraph IV.C.1.d. and e., or attempts to resolve or cure any alleged non-compliance pursuant to Paragraph VIII.).

**D. NON-HOUSING PROGRAMS**

**1. Non-Housing Program Accessibility**

- a. **Proposed Non-Housing Program Accessibility Plan:** Within one hundred twenty (120) days of the effective date of this Agreement, AHFC will submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan** for all developments identified in **Appendix A**. HUD will provide its approval, or comments, within forty-five (45) days of receipt of both the **Non-Housing Program Accessibility Plan** and the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. C.2.
- b. AHFC's Non-Housing Program Accessibility Plan will ensure that AHFC's Non-Housing Programs are accessible to persons with disabilities. *See* 24 C.F.R. § 8.21.
- c. **Non-Housing Program Accessibility Plan Requirements:** The Plan must include the designated accessible common areas at each development. The Non-Housing Program Accessibility Plan must include:
  - (i) specific elements to be made accessible at each development;
  - (ii) interim timeframes and benchmarks for providing accessible Non-Housing Programs to ensure meeting the UFAS-Accessible Unit production schedule set forth in Paragraphs IV. C.1.d and e;
  - (iii) an annual timetable that coincides with the UFAS-Accessible Unit Plan not to exceed five (5) years for completion of the approved work;
  - (iv) identification of the source of the funding to accomplish each work item; and

- (v) if AHFC provides transportation to AHFC-sponsored programs, services or activities, plans to provide accessible transportation to take persons with disabilities to AHFC-sponsored services, programs or activities, AHFC will permit the individual's accompanying family members and friends to utilize the standard AHFC-provided transportation in the event such transportation is provided.
- d. If accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural infeasibility and/or an undue financial and administrative burden, AHFC will provide, for HUD's review and approval, a written description and supporting information that documents the reasons AHFC is unable to comply with accessibility requirements for Non-Housing Programs.
- e. The Non-Housing Programs that serve the UFAS-Accessible Units produced under the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. C.2, must be accessible unless AHFC can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable; or would create an undue financial and administrative burden.

2. **Administrative Office Accessibility Plan**

- a. Within one hundred eighty (180) days of the effective date of this Agreement, AHFC will submit, for HUD's review and approval, its **Administrative Office Accessibility Plan** to make AHFC's Administrative Offices accessible to persons with disabilities and ensure they comply with the relevant UFAS and ADA Accessibility Standards. In instances of leased space, the Administrative Office Accessibility Plan must be approved in writing and signed by the property owner or its representative. HUD will provide its approval, or comments, within forty-five (45) days of receipt of the Administrative Office Accessibility Plan.
- b. Until completion of all modifications to AHFC's Administrative Offices, AHFC shall make reasonable accommodations to persons with disabilities to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in AHFC's Administrative Offices.

- c. The Administrative Office Accessibility Plan will include accessible routes into and throughout AHFC's programs, services and/or activities located at the Administrative Offices, accessible parking and transportation/bus stops, including accessible signage.
- d. The Plan must include accessible transportation if transportation is provided to take persons with disabilities (including their accompanying family members and friends without disabilities) from the Administrative Offices to AHFC-sponsored programs, services or activities.
- e. The Administrative Office Accessibility Plan must include:
  - (i) specific elements to be made accessible;
  - (ii) a reasonable timetable not to exceed twelve (12) months to complete the work;
  - (iii) interim timeframes and benchmarks for meeting the accessibility goals; and
  - (iv) identification of the source of funding to accomplish each work item.
- f. If accessibility cannot be achieved at a particular location due to structural infeasibility and/or an undue financial and administrative burden, AHFC will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.
- g. Within thirty (30) days of all completed modifications at AHFC's Administrative Offices, AHFC will provide certification from an appropriately qualified architectural and/or engineering firm that AHFC Administrative Offices comply with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards.
- h. HUD reserves the right to conduct periodic on-site inspections of AHFC's Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Accessibility Standards. In addition, HUD reserves the right to ensure that AHFC's programs, services and activities located in the Administrative Offices are accessible to persons with disabilities in compliance with Section 504 and, where applicable, the ADA.

**E. POLICIES AND PROCEDURES**

**1. Admissions and Occupancy Policy**

- a. Within one hundred twenty (120) days of the effective date of this Agreement, AHFC shall prepare a proposed, revised Admissions and Occupancy Policy [originally submitted to the Department on September 5, 2006]. AHFC shall submit the proposed, revised Admissions and Occupancy Policy (AOP) to HUD for its review and approval. The proposed, amended AOP will incorporate the revised Policies and Procedures referenced in this Agreement, as follows:
  - (i) Reasonable Accommodation Policy [Paragraph IV. E. 2];
  - (ii) Lease [Paragraph IV. E. 3];
  - (iii) Transfer Policy [Paragraph IV.E.4]
  - (iv) Pet/Assistance Animal Policies [Paragraph IV. E. 5];
  - (v) Waiting List Policy [Paragraph IV.F.3]
- b. HUD will provide its approval, conditional approval, subject to comments, or rejection with comments of the amended AOP within fifteen (15) days of receipt. AHFC will have thirty (30) days to make further revisions to the AOP consistent with HUD's comments.
- c. Within sixty (60) days of HUD's approval, AHFC's Board shall provide final approval, and AHFC will fully adopt and implement the amended AOP.

**2. Reasonable Accommodation**

- a. AHFC's proposed, amended AOP, submitted under Paragraph IV. E.1, above, shall include the following revisions to AHFC's Reasonable Accommodation Policy and Procedures:
  - (i) clarifying that the need for a live-in aide and medical apparatus are not the only two justifications for larger units;
  - (ii) set forth specific timeframes regarding the acceptance, processing and disposition of reasonable accommodation request(s);



- (iii) provide formal appeal/grievance procedures for the reasonable accommodation process; and
  - (iv) provide form letters to reflect AHFC's responses to the reasonable accommodation request(s).
- b. Revise the Housing Choice Vouchers Administrative Plan with respect to reasonable accommodations – including, but not limited to:
  - (i) those accommodations referenced in 24 C.F.R. Part 982; and
  - (ii) clarifying that the need for a live-in aide or medical apparatus are not the only two justifications for a larger unit.
- c. **Reasonable Accommodation Log:** Within thirty (30) days of the implementation of the Reasonable Accommodation Policy and Procedures referenced in Paragraph IV. E. 2, AHFC's Section 504/ADA Coordinator will create an automated Reasonable Accommodation Log to document each reasonable accommodation request by or on behalf of applicants and residents. The Reasonable Accommodation Log will include documentation regarding:
  - (i) date of the reasonable accommodation request(s);
  - (ii) description of reasonable accommodation request(s);
  - (iii) resident's name and client number;
  - (iv) resolution of the request, whether as requested, an acceptable alternative, or denial;
  - (v) final implementation date for completed reasonable accommodation request(s);
  - (vi) pending appeals/grievances of reasonable accommodation request denial, including date of grievance/appeal; and
  - (vii) hearing officer decision.
- d. **Updates to Tenant Records/Files:** AHFC shall update all tenant files, the Reasonable Accommodations Log, and other reasonable accommodations records to document reasonable accommodation requests and resolution, including dates within sixty (60) days of the implementation of the Reasonable Accommodations Log.
- e. **Semi-Annual Reports – Reasonable Accommodation Policy and Procedures:** AHFC shall develop and submit to HUD, semi-annually, the Reasonable Accommodation Log that tracks the implementation of the provisions of its amended AOP, referenced in Paragraph IV. E. 2, above. The Reasonable Accommodation Log will include a narrative description summarizing activities and accounting for any special circumstances not evident from the Reasonable Accommodation Log.

3. **Lease Enforcement/Revision**

- a. Upon the effective date of the Agreement, AHFC shall enforce the provisions of its Lease at Section J of the AOP that requires that a tenant in a unit with accessible features must transfer to a unit without such features should AHFC determine that an applicant or tenant who needs such features and that the transfer would help maximize the occupancy of the UFAS Accessible Units by residents and applicants with disabilities who require the features of the UFAS-Accessible Units. See 24 C.F.R. § 8.27.
- b. Within ninety (90) days of the effective date of the Agreement, AHFC will revise its Transfer Policy, which is an attachment to the Lease, to reflect that AHFC will relocate the resident to a vacant, non-accessible unit, at no expense to the resident.

4. **Transfers**

- a. **Transfer Policy:** The policy must clarify that a transfer to match accessible feature needs with accessible features, or other reasonable accommodation needs that require a transfer, is not a regular transfer (in which the tenant pays for the move) but a reasonable accommodation (in which the tenant does not pay for the move). AHFC shall offer the tenant the option of remaining in their current unit while AHFC makes accessibility modifications or, placement on the transfer list, and upon availability and at no expense to the tenant, transfer to an accessible unit that meets the unit size requirement of the respective tenant.
- b. **Transfer List:** Within ninety (90) days of the effective date of this Agreement, AHFC will develop and maintain a **Transfer List** that prioritizes the transfer of residents who require a transfer due to a disability over new admissions of applicants, according to the priorities set forth in the AOP. AHFC's Section 504/ADA Coordinator will review and monitor the Transfer List on a monthly basis. The **Transfer List** will document the following:
  - (i) resident's name, client #, and AMP;
  - (ii) resident's required bedroom size;

(iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for a UFAS Accessible Unit or a unit with accessible features;

(iv) current disposition of transfer request, including denials and reason(s) for denial;

(v) transfer date, including resident's new address, development and bedroom size; and

(vi) name(s) of resident transferred out of a unit to accommodate a resident's disability per AHFC's implementation of Section J of the AOP.

- c. **Semi-Annual Reports – Transfer and Occupancy Policies/Lease Provisions:** AHFC shall develop and submit to HUD semi-annually, the Transfer List that tracks the implementation of the provisions of its amended AOP, referenced in Paragraph IV. E. 3, above.

5. **Pet/Assistance Animals Policies:**

- a. AHFC's proposed, amended AOP, referenced in Paragraph IV. E. 1, shall incorporate its **amended Pet Policies (Elderly and Family developments) and Assistance Animal Policy.**
- b. Upon adoption of the amended AOP, AHFC will include the Pet and Assistance Animal Policies as a part of the lease by reference. AHFC will provide the Pet and Assistance Animal Policies to each applicant at the time of lease signing, and to each resident during annual recertification.
- c. Upon adoption of the amended AOP, AHFC will post the amended AOP at all developments that contain an office and at all application offices including Fairbanks and Anchorage.
- d. Within thirty (30) days of the adoption of the amended AOP, AHFC will issue refunds to each resident who may have accidentally been charged a pet deposit for an assistance/service animal. AHFC shall provide HUD with a list of each resident, including address and refund amount, who received reimbursement of the pet deposit fees.

F. **OCCUPANCY, TRANSFER AND WAITING LIST REVIEW AND REMEDIATION PLANS**

1. **Independent Review**

AHFC shall conduct a review of AHFC's Occupancy, Transfer and Waiting Lists and tenant/applicant files as described in Paragraph IV. F. The Department may conduct on-site file and record reviews or use other investigative methods in order to verify AHFC's review findings. The review shall include the following:

- a. Waiting Lists;
- b. Transfer Lists for residents requesting a transfer to a UFAS-Accessible Unit or other unit with accessible features; and
- c. Occupancy of UFAS-Accessible Units or other units with accessible features.

2. **Transfer Review**

The **Transfer Review** will consist of an analysis of current residents with mobility disabilities who require UFAS-Accessible Units and who requested a transfer to such a unit, including the date of the transfer request. The **Transfer Review**, referenced in Paragraph IV. F. 1.b, will entail an analysis of agency-wide and each development data on the Transfer List described at Paragraph IV. E. 4.

3. **Waiting List Review**

The **Waiting List Review** will analyze, by date of application, applicants with mobility disabilities who requested a UFAS-Accessible Unit. The Waiting List Review shall provide a list of all applicants on the Waiting Lists who requested a UFAS-Accessible Unit with the current status of each active application for each community as follows:

- a. applicant's name;
- b. initial application date;
- c. required bedroom size;
- d. if applicable, date the applicant was housed in an UFAS-Accessible Unit;
- e. verification of the need for an UFAS-Accessible Unit;

- f. if a UFAS-Accessible Unit was not available, documentation regarding the unit(s) and reasonable accommodation offer(s) made to the applicant at the time the applicant reached the top of the waiting list; and
- g. any reasonable accommodation requested by the individual.

**G. PUBLICATION AND NOTICE**

**1. Alternate Formats**

AHFC will provide all notices, correspondence and/or communications, disseminated as described in Paragraph IV.G., in an alternate format, upon request. AHFC is not obliged to provide information in an alternate format where no previous request had been made. See 24 C.F.R. § 8.6.

**2. Notice to Staff**

Within thirty (30) days of the effective date of this Agreement, AHFC shall post a copy of this Agreement on its Intranet site for review by all Public Housing Division staff, including contract employees, and alert employees of the availability of the document for review. The VCA will also be covered in detail at the October, 2008 annual training for all Public Housing employees who have contact with applicants, residents and members of the public. During the first year after the effective date of this Agreement, within thirty (30) days of the entry date of each new AHFC employee, including contract employees, who have contact with applicants, residents or members of the public, AHFC shall provide the new employee or contract employee a copy of the implementation letter, referenced below in Section 3, by electronic mail.

**3. Employee Notification - Reasonable Accommodation, Transfer, and Pet Policy/Assistance Animal Policies and Procedures**

- a. Within sixty (60) days of the implementation of the amended AOP, referenced in Paragraph IV.E. 1, the VCA Administrator shall post on its Intranet bulletin board a copy of these policies as well as a letter explaining how AHFC will implement the policies. Subsequent to the posting, the VCA Administrator shall inform, via

electronic mail, all Public Housing Division employees – including contract employees who have contact with applicants, residents or members of the public – about how AHFC will implement its new policies concerning reasonable accommodation, occupancy, transfer, application, lease, and assistance animals.

- b. During the first year after the effective date of this Agreement, within ten (10) days of the entry date of each new Public Housing Division employee, including contract employees, who have contact with applicants, residents or members of the public, AHFC shall provide the new employee or contract employee electronic access to the information referenced in Paragraph IV. G.3.a, above. The employee will also receive an electronic mail with the above information and will acknowledge the mail by return read receipt. Copies of the return read receipt will be kept in the employees personnel file for the duration of this Agreement.

4. **Reasonable Accommodation, Lease Revision, and Pet Policies: Resident and Applicant Notification**

- a. Within sixty (60) days of the implementation of the amended AOP, referenced in Paragraph IV. E.1, above, AHFC shall commence distribution of a summary of its reasonable accommodation policy with each application packet. At move-in, AHFC shall distribute a copy of its reasonable accommodation policy, lease and pet policies.
- b. Within thirty (30) days of the implementation of the amended AOP, referenced in Paragraph IV. E.1, above, AHFC shall post copies on AHFC's web page and send to all employees by electronic mail, the amended policies.
- c. Within fifteen (15) days following the completion of AHFC staff training referenced in Paragraph IV. H. below, AHFC shall disseminate to each head of household or their designee at move-in and at the annual reexamination a brief explanation of the Reasonable Accommodation, revised Lease, and Pet Policies/Procedures.
- d. During the duration of this Agreement, AHFC shall continue to provide copies of the Reasonable Accommodation Policies/Procedures to each head of household, or the resident's designee, at the time of annual re-certification.

5. **Reasonable Accommodation Notice to Residents and Housing Choice Voucher Program Participants**

- a. Within sixty (60) days of HUD's approval of the amended AOP, referenced in Paragraph IV. E, above, AHFC will provide HUD, for its review and approval, a draft reasonable accommodation form. The reasonable accommodation form will describe the Reasonable Accommodation Policy for distribution to all its residents or the resident's designee. HUD will approve or modify the proposed form within seven (7) days of receipt.
  
- b. Within sixty (60) days of completion of the staff training referenced in Paragraph IV. H, below, AHFC will distribute the HUD-approved form to all heads of households or the resident's designee. In the public housing program, distribution of the reasonable accommodation form shall occur as an attachment to Part 2 of the AHFC "Public Housing Lease," provided to tenants at move-in. The form will also be provided to tenants at any regularly scheduled reexamination of income. In the Housing Choice Voucher program, the form shall be incorporated into the "HCV Participant Handbook" distributed to each household at their initial briefing, and subsequently at any regularly scheduled reexamination of income. This form shall:
  - (i) provide a mechanism for answering resident questions relating to the letter and AHFC's Reasonable Accommodation Policy;
  - (ii) advise residents to contact AHFC's Section 504/ADA Coordinator if the resident's reasonable accommodation request has not been timely or satisfactorily addressed by the Asset Supervisor;
  - (iii) provide the name, address, telephone and TTY/TDD numbers of AHFC's Section 504/ADA Coordinator; and
    - (iv) inform residents of their right to file a complaint pursuant to the Reasonable Accommodation Policy referenced under paragraph IV. E. 2.

## H. EMPLOYEE EDUCATION AND TRAINING

### 1. General:

- a. In addition to the training provided by AHFC's Section 504/ADA Coordinator, AHFC shall train its current and new employees who have contact with applicants, residents or members of the public, with respect to AHFC's duties, responsibilities and procedures under this Agreement, as well as applicable civil rights statutes. For purposes of Paragraph IV. H., AHFC employees include contract employees.
- b. Within ninety (90) days of the effective date of this Agreement, AHFC shall submit proposed educational programs to HUD for its review and approval. The proposed educational plans will include written curricula, objectives and training schedules, the name, resume and/or curriculum vitae of each proposed trainer. HUD will provide its review, or approval to the proposed educational programs within thirty (30) days of receipt.
- c. AHFC may videotape the initial training conducted for current employees as referenced in this Paragraph and Paragraph IV. H.2, below, for subsequent training of new employees.
- d. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.
- e. AHFC shall submit a semi-annual report to HUD that includes a summary of progress toward developing the training programs and an annual report to HUD with the dates the training sessions were conducted, the names and titles of the people trained, and the agenda for the training.
- f. AHFC will invite AHFC's Board of Directors to participate in the training.

### 2. New Employees:

- a. Within ninety (90) days of each new AHFC admissions, occupancy and transfer, and maintenance employee's entry date of service, AHFC shall provide the videotaped



HUD-approved educational program, or acceptable facsimile, addressing the critical aspects referenced in Paragraphs IV. H.1.b. and H.2., below.

- b. The training will inform the new AHFC admissions, occupancy, and maintenance employees of their duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.

3. **Additional Training:**

- a. For the duration of this Agreement, in addition to the training referenced in Paragraphs IV. H.1. and 2, above, AHFC will provide additional training to Admissions and Occupancy Staff, and Section 8 Program Managers. The annual, three (3) hour refresher course will reiterate AHFC's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, and their respective implementing regulations.

## V. REPORTING AND COMPLIANCE REQUIREMENTS

- A. For the purposes of this Agreement, if the reporting day falls on a weekend, state or a Federal holiday, the report will be due the first business day after the weekend or holiday.
- B. For the purpose of this Agreement, plans, reporting materials, review results, and other materials must be mailed to the following:

(1) Director, Seattle Regional Office of FHEO, U.S. Department of Housing and Urban Development, 909 First Avenue, Suite 205, Seattle, WA 98104-1000, ATTN: AHFC VCA;

**With complete copies to:**

(2) Director, Office of Public Housing, U.S. Department of Housing and Urban Development, 909 First Avenue, Suite 200, Seattle, WA 98104-1000, ATTN: AHFC VCA, and

(3) Deputy Assistant Secretary for FHEO, U.S. Department of Housing and Urban Development, 451 7<sup>th</sup> Street SW, Rm. 5204, Washington, DC 20410, ATTN: AFHC VCA.

- C. **Reports.** AHFC will provide semi-annual monitoring reports throughout the term of this Agreement that covers the following topics:
1. **Staffing and Training:** The report will identify the VCA Administrator (or Acting Administrator) and Section 504/ADA Coordinator (or Acting Coordinator) and provide supporting information as specified in Paragraphs IV. A and B. Also, the report will describe notice and training activities with respect to AHFC employees and contract employees under Paragraphs IV. G and H.
  2. **Physical Improvement Plans:** The report will identify activities related to the preparation and adoption of the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan. Also, the report will document proposed and actual modifications to either Plan. See Paragraphs IV. C. 2 and IV. D. 2.
  3. **Status Reports on Units and Non-Housing Programs:** The report will incorporate status reports on implementation of the UFAS Accessible Unit Plan and Non-Housing Program Accessibility Plan, as well as third-party certification. See Paragraphs IV. C. 3 and 4 and IV. D. 3.
  4. **Policies and Remediation Plans:** The report will identify activities related to the preparation and adoption of the following plans and policy modifications:
    - a. Admission and Occupancy Policy;
    - b. Reasonable Accommodation Policy;
    - c. Transfer Policy;
    - d. Pet and Assistance Animal Policies; and
    - e. Waiting List Policy
  5. **Results of Reviews:** The report will summarize the results of reviews undertaken pursuant to Paragraph IV. F. and will include recommendations for and a description of follow-up activities to address the results of the reviews.
  6. **On-going Monitoring of Applications/Waiting List, Admissions and Occupancy, Transfer, Reasonable Accommodations, and Pet and Assistance Animal Policies:** The report will identify activities related to the revision of the Preliminary Application

for Housing Assistance, application/waiting list policies, admissions and occupancy policies, transfer policies, reasonable accommodations policies, and pet and assistance animal policies.

7. The format and content of such reports shall be decided in advance by HUD and AHFC. Where such tasks are completed and subsequently approved by HUD, the report will reflect that fact with no further necessity to report on the respective condition.

## **VI. RECORDKEEPING REQUIREMENTS**

- A. During the term of this Agreement, AHFC shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance, request a reasonable accommodation, or request a transfer to accommodate the need for accessible unit features or other accessibility needs and the manner in which each application is resolved.
- B. During the term of this Agreement, AHFC shall maintain all AHFC resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations and records of their resolution, transfer requests and records of their resolution, notices of involuntary moves, relocation, or displacement, and notices of termination, along with any and all material relating to AHFC's implementation of the Section 504 and ADA requirements of this Agreement.
- C. During the term of this Agreement, AHFC shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement including activities under: (1) the UFAS-Accessible Unit Plan; (2) the Non-Housing Program Accessibility Plan; (3) initial occupancy, transfers, or moves to maximize the utilization of UFAS-accessible units and other units with accessible features; (4) employee and resident notification requirements; and (5) employee training and education attendance.
- D. During the term of this Agreement, AHFC shall maintain copies of all disability-related complaints, claims, grievances, investigative records, and requests for reasonable accommodations and all review materials and documents related to the reasonable accommodation requests, including grievance process materials.

- E. This VCA does not reduce AHFC's civil rights-related record keeping and reporting requirements including, but not limited to, those at 24 C.F.R. § 8.55.

## VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor AHFC's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and AHFC will discuss, at least quarterly, AHFC's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with AHFC's Chief Executive Officer/Executive Director, VCA Administrator, Section 504/ADA Coordinator and/or other appropriate AHFC personnel, with notice to the Chief Executive Officer/Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event AHFC fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written Agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.
- C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of AHFC under this Agreement.
- D. If HUD determines that AHFC is not making a good faith effort to fulfill its responsibilities under this Agreement, it may terminate the Agreement, subject to the following procedure: 1) HUD must deliver written notice to CEO/Executive Director of AHFC at least 60 days in advance of the proposed termination date; 2) the notice of termination must include specific reasons that HUD proposes to terminate the agreement and must detail each provision of the Agreement HUD asserts AHFC has breached; 3) AHFC must be afforded the opportunity to either appeal HUD's decision or remedy the alleged breach; and 4) AHFC must provide HUD with either a written appeal of the termination or a written termination.

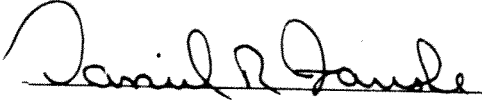
## VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to non-compliance with provisions of this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide AHFC with a written statement specifying the facts of the alleged non-compliance and a providing a reasonable opportunity to cure the finding or otherwise demonstrate that the provisions of this Agreement that are the subject of the non-compliance findings have been addressed satisfactorily. Alternatively, AHFC will be provided a reasonable opportunity to negotiate in good faith a resolution to HUD's findings of non-compliance. If AHFC does not respond in a timely or sufficient fashion to the opportunity for cure, demonstration of compliance, or other negotiated resolution of non-compliance findings, the Department will affirm its findings (with or without modification) and may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement:
1. Violations of the terms of this Agreement so serious as to affect the integrity of an agency program, such as (1) a willful failure to perform in accordance with the terms of this Agreement; and (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth in 24 C.F.R. § 24.800; suspension, as set forth in 24 C.F.R. § 24.700; or limited denial of participation, as set forth in 24 C.F.R. § 24.1100.
  2. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) or other arrangement for financial assistance with respect to any or all of AHFC's functions.
  3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as basis for HUD to direct AHFC to take corrective action, as set forth in 24 C.F.R. § 968.335 (d)(5). Failure to take the required corrective action may result in HUD withholding some or all of AHFC's Capital Fund Program funding. 24 C.F.R. § 968.335 (f)(1).
  4. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in Federal Court.

5. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
  6. Any material act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in Federal Court for failure to comply with civil rights authorities.
- B. The acts set forth in this Section VIII are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

**IX. SIGNATURES**

**Alaska Housing Finance Corporation:**



Daniel R. Fauske  
Chief Executive Officer/Executive Director

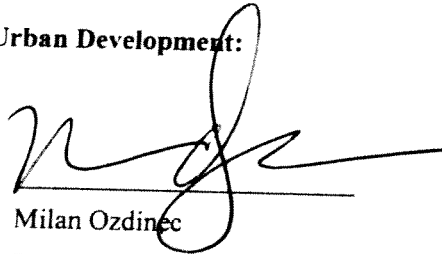
9.22.08  
Date

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



Bryan Greene  
Deputy Assistant Secretary for  
Enforcement and Programs  
Office of Fair Housing and  
Equal Opportunity

9/26/2008  
Date



Milan Ozdinec  
Deputy Assistant Secretary for  
Public Housing and Voucher Programs  
Office of Public and Indian Housing

9/29/8  
Date

## APPENDIX A

Alaska Housing Finance Corp.

List of properties June 30, 2008

<u>ASSET MANAGEMENT PROPERTIES (AMPS)</u>	Elderly ACC Units	Family ACC Units	Unit Count
<u>ANCHORAGE SOUTH</u>		149	149
LOUSSAC MANOR		60	60
CENTRAL TERRACE (a portion)		36	36
NEW WILLOWS (a portion)		38	38
SCATTERED SITE ACQUISITION (FSS) (a portion)		15	15
<u>ANCHORAGE CENTRAL: CHUGACH MANOR</u>	120		120
<u>ANCHORAGE NORTH</u>	41	121	162
PARK VIEW MANOR		47	47
FAIRMOUNT	41	28	69
NEW WILLOWS (a portion)		46	46
<u>ANCHORAGE EAST</u>		137	137
CENTRAL TERRACE (a portion)		63	63
NEW WILLOWS (a portion)		66	66
SCATTERED SITE ACQUISITION (FSS) (a portion)		8	8
<u>BETHEL: BETHEL HEIGHTS</u>	118		118
<u>CORDOVA: EYAK MANOR</u>	16		16
<u>FAIRBANKS</u>	60	105	165
GOLDEN AGES	20		20
SOUTHALL MANOR	40		40
BIRCH PARK I		47	47



BIRCH PARK II		28	28
SPRUCE PARK		30	30
<b><u>JUNEAU</u></b>	<b>62</b>	<b>144</b>	<b>206</b>
CEDAR PARK ANNEX		25	25
CEDAR PARK		49	49
GENEVA WOODS		25	25
MOUNTAIN VIEW/ MOUNTAIN VIEW ANNEX	62		62
RIVERBEND		45	45
<b><u>KETCHIKAN</u></b>	<b>49</b>	<b>24</b>	<b>73</b>
SCHOENBAR PARK		24	24
SEA VIEW TERRACE	49		49
<b><u>KODIAK: PACIFIC TERRACE</u></b>		<b>40</b>	<b>40</b>
<b>NOME: BERINGVUE</b>		<b>34</b>	<b>34</b>
<b><u>SITKA</u></b>	<b>19</b>	<b>24</b>	<b>43</b>
PAXTON MANOR		24	24
SWAN LAKE TERRACE	19		19
<b><u>VALDEZ: VALDEZ ARMS</u></b>		<b>7</b>	<b>7</b>
<b><u>WASILLA: WILLIWA MANOR I AND II</u></b>	<b>32</b>		<b>32</b>
<b><u>WRANGELL: ETOLIN HEIGHTS</u></b>		<b>20</b>	<b>20</b>
<b>TOTAL</b>		<hr/>	<hr/>
	<b>383</b>	<b>939</b>	<b>1322</b>