



VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

United States Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity

AND

Saint Paul Public Housing Agency

(Recipient)

UNDER

Title VI of the Civil Rights Act of 1964

Section 504 of the Rehabilitation Act of 1973

Title II of the Americans with Disabilities Act of 1990

HUD CASE NO.:

05-23-R002-6 (Title VI)

05-23-R002-4 (Section 504)

05-23-R002-D (Title II)

I. PARTIES AND JURISDICTION

1. The Parties to this Voluntary Compliance Agreement (“VCA” or “Agreement”) are the U.S. Department of Housing and Urban Development (“HUD” or “The Department”) and Saint Paul Public Housing Agency (“SPPHA” or “Recipient”). This VCA shall be limited to Recipient’s Housing Choice Voucher Program.
2. Recipient is a Public Housing Agency that owns and operates, directly or through contractual or other arrangements, public housing facilities, and administers the Public Housing and Housing Choice Voucher programs and activities. Recipient includes any officers, directors, agents (including contractors), employees, successors, assigns, or subrecipients. Recipient receives financial assistance from HUD, as defined at 24 C.F.R. §§ 1.2 and 1.3 and is therefore subject to the provisions of Title VI of the Civil Rights Act of 1964 (“Title VI”). SPPHA is a recipient of federal financial assistance from HUD, as defined at 24 C.F.R. § 8.3, and is subject to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (“Section 504”). Recipient is also a public entity subject to the requirements of Title II of the Americans with Disabilities Act (“ADA”), and its implementing regulations, 28 C.F.R. part 35.

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 Recipient’s admission and termination policies and practices (including those related to criminal record screening, reasonable accommodations, and family composition) for compliance with Title VI, Section 504, and Title II. Recipient is alleged to have violated Title VI and its implementing regulations, 24 C.F.R. part 1, Section 504 of the Rehabilitation Act of 1973, as amended, and its implementing regulations, 24 C.F.R. part 8, and the Americans with Disabilities Act (ADA) and its implementing regulations, 28 C.F.R. part 35.
4. Recipient is alleged to have denied applicants and terminated participants in the voucher program on the basis of criminal records without considering the accuracy, nature, relevance, or recency of the record or underlying conduct, or providing applicants an opportunity to dispute the record or provide mitigating information, resulting in disproportionate deterrence of, harm to, and denials of racial and ethnic minority applicants and program participants.
5. HUD has made no findings, and Recipient makes no admission, with respect to any violation of Title VI, Section 504, Title II, or any other law with respect to the subject matter of this VCA. Any references in this VCA to aggrieved parties or to allegedly improper conduct by the Recipient, are not intended to, and do not, imply or constitute any adverse determination by HUD or any admission or acknowledgment of wrongdoing by the Recipient.

6. The Parties enter into this Voluntary Compliance Agreement (VCA) voluntarily and agree that the provisions of this VCA fully resolve the HUD Case Numbers 05-23-R002-6, 05-23-R002-4, and 05-23-R002-D. Recipient enters into this VCA for settlement purposes only. Neither the execution of this VCA, its terms, nor any action taken under this VCA shall be construed as an admission by Recipient.

III. DEFINITIONS

7. This Agreement incorporates by reference all definitions under Title VI, Section 504, Title II, as well as 24 C.F.R. parts 1, 5, and 8 and 28 C.F.R. part 35, as such definitions exist as of the Effective Date of this Agreement and as amended.
8. The following terms shall have the meanings set out herein:
 - a. **Aggrieved Parties** means and refers to individuals that the Department has determined may have been injured by Recipient's criminal records policies and VAWA interpretations based on the information and data received during the course of the Department's compliance review and are eligible for monetary and/or non-monetary relief under this Agreement. A list of such Aggrieved Parties has been agreed upon by HUD and Recipient.
 - b. **Compensation Fund** means and refers to the independent interest-bearing relief fund in the amount of Three Hundred Sixty-Four Thousand Dollars and No cents/100 (\$364,000.00) to compensate Participating Claimants under this Agreement.
 - c. **Days** means and refers to calendar days.
 - d. **Department or HUD** means and refers to the U.S. Department of Housing and Urban Development.
 - e. **Drug-related Criminal Activity** means and refers to the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. *See* 24 C.F.R. § 5.100.
 - f. **Effective date** means and refers to the date of the last signature in Section VII.
 - g. **Individual or Person with a Disability** means and refers to an individual who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing, or learning; has a record of such impairment; or is regarded as having such an impairment. *See* 24 C.F.R. § 8.3, as modified by the ADA Amendments Act of 2008, Pub. L. 110-325, § 7(2), 122 Stat. 3558 (September 25, 2008), amending 29 U.S.C. § 705(20); *see also* 28 C.F.R. § 35.108.

- h. **Participating Claimant** means and refers to an Aggrieved Party who responded to the notice and provided a signed release before the Participation Deadline.
 - i. **Participation Deadline** means and refers to the deadline that Aggrieved Parties have to respond to the Notice and provide a signed release. Such deadline shall be calculated based on one hundred eighty (180) days from the date the Notice is initially sent.
 - j. **Reasonable Accommodation** means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) to avoid discrimination against an Individual with a Disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity.
 - k. **Safe unit** refers to a unit that a survivor of domestic violence, dating violence, dating violence, sexual assault, or stalking believes is safe.
 - l. **VAWA Violence/Abuse** shall mean domestic violence, dating violence, sexual assault, or stalking as those terms are defined in 24 C.F.R. § 5.2003.
 - m. **Violent Criminal Activity** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause, serious bodily injury or property damage. *See* 24 C.F.R. § 5.100.
 - n. **Survivor** shall mean the same as and be interchangeable with the term **victim**, as used in 24 C.F.R. § 5.2003.
9. This Agreement shall be in effect for a period of three (3) years from the Effective Date of the Agreement or until FHEO has determined that all actions required by the Agreement have been performed, whichever is later.

IV. **REMEDIAL ACTIONS**

A. **NON-DISCRIMINATION**

10. Recipient 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. 24 C.F.R. § 1.1.

11. Recipient 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. 24 C.F.R. § 8.4.
12. Recipient shall comply with all provisions of the ADA and its implementing regulations at 28 C.F.R. part 35. The ADA implementing regulations provide that no qualified Individual or Person with a Disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity. *See* 42 U.S.C. § 12132; 28 C.F.R. § 35.130.
13. Recipient acknowledges that it is unlawful to intimidate, threaten, coerce, or retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Title VI, Section 504, or the ADA. *See* 24 C.F.R. § 1.7(e); 24 C.F.R. § 8.56(k); and 28 C.F.R. § 35.134.

B. APPLICATION FORM AND PROCESSING

14. Recipient shall revise its application and additional application materials to include:
 - a. an Eligibility Screening Form. This form shall fully explain all screening criteria utilized, including credit, criminal, and rental history. The form shall also outline how applicants may contest an adverse determination, request a reasonable accommodation, or request VAWA protections.
 - b. an answer box with space to expand on criminal or rental histories or provide mitigating circumstances for any question about credit, criminal record, or rental history. Screening questions regarding criminal history or rental history will not go beyond, and will align with, the PHA's criteria outlined in its Administrative Plan.
15. Application Record Keeping: For the duration of the Agreement:
 - a. Recipient shall keep records regarding the race and ethnicity of all applicants who provide this data upon request, consistent with the race and ethnicity categories identified in the HUD-27061-H-Race and Ethnic Data Reporting Form.
 - b. Recipient shall retain a log of all denied applicants and the reason for the denial, as well as all written notifications and attachments pursuant to Paragraph B above.

- c. Recipient shall retain a log of all persons whose names are removed from the waitlist and the reason for the removal.
16. Recipients shall retain all rental applications and copies of correspondence regarding denials in its files.
 17. Recipient shall submit to the Department annually a report of all denials based on criminal activity or criminal history. Such report shall include the basis for denial and the name, race, ethnicity, disability status, and age of the applicant and all household members.

C. SCREENING CRITERIA

18. To the extent the Recipient is screening for discretionary denials and terminations regarding criminal activity/history, the PHA shall implement the screening criteria as outlined in paragraphs 19-27.
19. Any of Recipient's policies that require an evaluation of criminal activity or history must explicitly state that negative information does not automatically trigger a denial or termination.
20. Recipient shall not take adverse action against applicants/tenants solely because of any of the following records:
 - a. Executed search warrants
 - b. Police reports without a conviction
 - c. Arrests without a conviction
 - d. Criminal charges without a conviction
 - e. Dispositions that will ultimately not result in convictions

unless Recipient can demonstrate that the underlying conduct indicates the individual is not suitable for tenancy, and the Recipient has sufficient evidence, other than the record itself, that the individual engaged in the conduct.

21. For screening applicants, Recipient shall adopt a one-year look back period for drug-related criminal activity and a two-year look back period for violent criminal and other criminal activity that threatens the health and safety, or right to peaceful enjoyment of the premises by other residents. Recipients shall use the date of conviction to determine whether a conviction falls within the appropriate lookback period.
22. Recipient shall ensure that for any third-party screening reports utilized, the criteria are narrowly tailored to assess an individual against the screening criteria specified in

Recipient's Administrative Plan, including the bases for denial or termination and the timeframes considered (e.g., lookback periods for criminal records).

23. Pre-Adverse Action Notification and Review: If criminal history or criminal activity records are found during the screening process that the PHA deems relevant to an admission or denial decision, Recipient shall send a Pre-Adverse Action Notification letter. In the letter, Recipient must:
 - a. notify the individual of the potential adverse action;
 - b. provide the reasons for the potential adverse action (including how the relevant criminal activity fits within the relevant time frame and imposes a legitimate threat to other tenant's health and/or safety) with enough detail to enable the individual to prepare a defense;
 - c. provide a copy of the negative record to the individual; and
 - d. provide the individual the opportunity to dispute the information and provide information on any mitigating circumstances.

24. Deadline to Respond to Pre-Adverse Action Notification Letter: The individual shall be given ten (10) business days to respond. Recipient may extend the deadline. When considering extending the deadline, Recipient shall consider factors that may contribute to the individual's inability to provide the documentation in a timely manner. These factors may include, but are not limited to: cognitive limitations, disabilities, limited English proficiency, absence from the unit due to hospitalization or time in an emergency shelter, administrative delays in obtaining police, court, or other records, and the individual's need to address health or safety issues. Because of these non-exhaustive factors, the individual may not have the ability to contact Recipient until after the deadline has passed. Therefore, Recipient should consider these factors when deciding whether to accept information or a request to extend after the deadline has passed. Recipient must also grant reasonable accommodations for persons with disabilities.

25. Pre-Adverse Action Review Panel and Individualized Assessment: Recipient shall establish a three-person panel to review the basis for the Pre-Adverse Action Notification and conduct an individualized assessment.
 - a. An individualized assessment shall consist of considering the accuracy, nature, relevance, and recency of the negative information, and any mitigating or extenuating circumstances. Such mitigating or extenuating circumstances shall include the effect of denial or termination on household members not involved in the offending activity and the characteristics of those household members (e.g. minor children or individuals with disabilities). Adverse factors related to VAWA abuse, or records that demonstrate that the applicant

prevailed against any allegations, or matters were settled without either party admitting fault, must not be used to deny/terminate individuals.

- b. The panel shall review all the information in their possession, conduct an individualized assessment, and render a written decision as to whether to proceed with adverse action against the individual. Such written decision shall document the individualized assessment conducted by the panel.
26. **Denial/Termination Letter:** Where the panel determines that Recipient shall proceed with the adverse action, Recipient shall transmit written notification to the individual of the reason for the denial/termination, including any information relied upon to deny the applicant/tenant. The letter shall be explicit in the denial/termination reason. For example, a stated reason of “criminal background” or only citing to a case number is insufficient. The denial/termination letter shall specify the exact criminal history or activity and surrounding facts used as the basis to take adverse action against the applicant/tenant. Recipient shall also provide the individual with a copy of the written individualized assessment conducted at the Pre-Adverse Action stage, if applicable. Recipient shall ensure that the letter specifies the timeframe and method by which Recipient will consider requests for reconsideration, including requests for reasonable accommodations made by applicants/tenants with disabilities to participate in the informal hearing process.
 27. An applicant’s or tenant’s failure to timely dispute any negative information or provide any mitigating circumstances does not preclude them from disputing such information or providing mitigating circumstances at any grievance hearing, informal hearing or informal review. Recipient shall consider any such information provided at any grievance hearing, informal hearing, or informal review.
 28. To show compliance with this section, Recipient agrees to provide FHEO with copies of all newly created and updated materials within sixty (60) days of the Effective Date of this Agreement. Any changes to board-approved policy and revisions to Recipient’s HCV Administrative Plan shall be done in accordance with Section IV.L.

D. REASONABLE ACCOMMODATION POLICY

29. Within sixty (60) days of the Effective Date of this Agreement, Recipient shall develop and submit to HUD for review and approval a Reasonable Accommodation Policy for processing all future Reasonable Accommodation requests made to Recipient.
30. The Reasonable Accommodation Policy shall include, at a minimum, the following information:
 - 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 Recipient shall notify the public about the Reasonable Accommodation Policy;
- c. a commitment that requested disability-related accommodations shall be granted unless they fundamentally alter the nature of Recipient's program or impose undue financial and administrative burdens, considering all resources available to Recipient;
- 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 requested would serve an individual's disability-related need;
- f. a provision that Recipient shall consider Reasonable Accommodation requests on a case-by-case basis;
- g. a provision that a reasonable accommodation request may be made in writing or orally;
- h. the formal appeal/grievance procedures for the Reasonable Accommodation process; and
- i. form letters that will be used to document each response to reasonable accommodation requests, including approval letters, denial letters, request for additional information letters, appeal/grievance forms, and implementation letters; and
- j. a statement that fair housing complaints can be communicated to the local HUD office at:

Chicago Regional Office of FHEO
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 W. Jackson Boulevard Suite 2202
Chicago, IL 60604
Phone: (312) 913-8453, (800) 765-9372
Email: ComplaintsOffice05@hud.gov

31. Within thirty (30) days of receipt of the Reasonable Accommodation Policy, HUD shall review and approve the policy or shall provide responsive comments. Recipient shall incorporate any comments on the Reasonable Accommodation Policy received from HUD and obtain Board approval on the Revised Policy as soon as possible thereafter. Recipient will implement the Reasonable Accommodation Policy within five (5) days of Board approval.

32. Throughout the term of this Agreement, Recipient shall not change the Reasonable Accommodation Policy without obtaining advance written approval for any such changes from HUD.
33. Within fourteen (14) days after the Reasonable Accommodation Policy is finalized and approved by Recipient's Board of Commissioners:
 - a. Recipient shall provide notice of the new Reasonable Accommodation Policy at recertification and the time of application to current and prospective Housing Choice Voucher recipients that identifies the Disability Rights Coordinator, as required by 24 C.F.R. § 8.53(a), and provides the Policy and the location of the policy online.
 - b. Recipient shall make the Policy publicly available on its website in an accessible format (e.g., compliant with the Web Content Accessibility Guidelines 2.0 AA). The Policy must be provided in a manner to afford meaningful access for limited English proficient (LEP) individuals in accordance with Title VI of the Civil Rights Act of 1964 and applicable regulations, including 24 C.F.R. part 1, and effective communication with individuals with disabilities in accordance with Section 504 and applicable implementing regulations, including 24 C.F.R. part 8, and the ADA, and applicable regulations at 28 C.F.R. part 35, specifically 28 C.F.R. §§ 35.160(a) and (b).

E. REASONABLE ACCOMMODATION LOG

34. Within thirty (30) days of the Effective Date of this Agreement, Recipient shall develop a spreadsheet document (log) for tracking all Reasonable Accommodation requests. The log must employ security and confidentiality measures, including outlining who may and may not access the document. The log must include the following information:
 - a. Name of the requester;
 - b. Address of the requester;
 - c. Contact information (phone, email) of requester;
 - d. Whether the requester is a resident or applicant;
 - e. Date of request;
 - f. Nature/description of request;
 - g. Whether the request was made verbally or in writing;

- h. Whether the request was approved or denied in whole or in part, or if an alternate accommodation was offered;
 - i. Date of decision;
 - j. If denied, reason for denial;
 - k. Date that the accommodation was provided or completed; and
 - l. If applicable, pending and final appeals/grievances of denied or delayed Accommodation requests, including the date of the appeal/grievance, the date of the final decision, and the final outcome.
35. Once Recipient implements the Reasonable Accommodation Log, and throughout the term of the Agreement, the log must be used and maintained with current, accurate, and up-to-date information in accordance with any requirements set forth in such Policy.

F. DISABILITY RIGHTS COORDINATOR

36. Recipient shall identify to the Department an employee as their Disability Rights Coordinator. This person shall be the lead Recipient official tasked with ensuring compliance with disability rights laws, regulations, and requirements, and all matters related to Reasonable Accommodations. HUD requires this individual to possess specific knowledge regarding compliance with disability rights laws. Recipient may demonstrate to HUD's satisfaction that a current employee can allot sufficient time and resources to maintaining compliance with disability rights laws and all matters related to Reasonable Accommodations and the provision of appropriate Auxiliary Aids and Services necessary for effective communication.
37. The Disability Rights Coordinator shall be the designated Recipient employee for receiving disability-related complaints. The Disability Rights Coordinator shall report directly to the Recipient's Executive Director or designee.

G. GRIEVANCE POLICY

38. Throughout the term of this Agreement, Recipient shall receive and respond to any disability-related grievances about accessibility, Reasonable Accommodations, and effective communication by a prospective or current Housing Choice Voucher recipient directed to the Disability Rights Coordinator, or another employee of Recipient, who shall promptly forward the grievance to the Disability Rights Coordinator as follows:
- a. Within fifteen (15) days after a disability-related grievance is received, Recipient shall commence an investigation, including contacting the individual who filed a grievance, if necessary, to find out the allegations of the

grievance and shall investigate the grievance with the appropriate staff of Recipient where the grievance originated; and

- b. Recipient shall complete its investigation and respond to the individual who filed a grievance within twenty (20) days after receiving any/all requested documentation and information from the individual who filed a grievance or other related parties. Where appropriate, Recipient shall meet with the individual who filed the grievance to discuss possible resolutions, including Reasonable Accommodations, training of Recipient staff, and relief for the individual who filed a grievance.
39. Recipient shall maintain written records of all disability-related grievances by prospective or current Housing Choice Voucher recipients, its subsequent investigations, and its responses to the individuals who filed grievances throughout the term of this Agreement. Copies of such records shall be provided to the Department upon request.

H. COMPENSATION FUND

General Provisions

40. Within thirty (30) days of the Effective Date of this Agreement, Recipient shall deposit in an interest-bearing escrow account the total sum of \$364,000.00 for the purpose of compensating Participating Claimants. This money shall be referred to as the "Compensation Fund." Recipient shall not deposit any funds consisting of federal financial assistance into the escrow account. Any interest that accrues in said Compensation Fund shall become a part of the Compensation 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. Recipient shall provide written verification to HUD of the deposit within ten (10) days of the date of the deposit.
41. Recipient agrees that Participating Claimant's receipt of payment from the Compensation 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).
42. Any costs associated with the administration of the Compensation Fund shall be borne by Recipient. The total costs of administration shall be paid from a separate fund not associated with the Compensation Fund.
43. Any funds remaining in the Compensation Fund after the last claim is paid, as provided below, including accrued interest, shall be returned to Recipient.
44. Recipient shall identify to the Department an employee as their primary point-of-contact for administration of the Compensation Fund. The individual identified under this provision, or their designee, shall be listed on the Notice of Eligible Claimants described herein.

Identification and Notification of Aggrieved Parties

45. **Identification of Aggrieved Parties.** Within thirty (30) days after the Effective Date of this Agreement, the Department shall transmit a list of Aggrieved Parties to Recipient including Aggrieved Parties' last known mailing address, and, where available, an alternative mailing address, telephone phone number, and email address.
46. **Notification to Aggrieved Parties.** Within thirty (30) days after the Department provides the list of Aggrieved Parties, Recipient shall mail, and email, if an email address is available, to each Aggrieved Party, a copy of the Notice, attached as Appendix A, and Release, attached as Appendix B of this Agreement. The Notice shall be translated in accordance with Recipient's Language Access Plan. 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.
47. Recipient shall establish a cost-free means for Aggrieved Parties to make contact, consisting of an email address, a toll-free telephone number, and a teletypewriter (TTY) or equivalent service to ensure effective communication with persons with disabilities. Other auxiliary aids or services not already listed may be provided depending on the needs of the Aggrieved Party. To the extent that additional language assistance options are necessary, foreign language services will be provided consistent with Recipient's Language Access Plan.
48. Within fifteen (15) days after Recipient has sent all Notices, Recipient shall provide a certification to the Department that it has sent the Notice in accordance with this Agreement.
49. Recipient shall keep a log of its efforts to contact Aggrieved Parties 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, Recipient shall not engage in additional efforts to contact Aggrieved Parties who do not respond to the mailing of the Notice.
 - b. If any Notice is returned as undeliverable, Recipient shall engage in reasonable efforts to contact the Aggrieved Party using all forms of known contact to locate the Aggrieved Party's updated address and resend the Notice. Recipient's reasonable efforts (which shall not be construed to require the use of a paid subscription service, a search of social media data, or any material cost) shall continue for a period of one hundred eighty (180) 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.

50. The Notice shall inform the Aggrieved Parties that, in order to be considered for a payment from the Compensation Fund, each has until the Participation Deadline to provide to Recipient a signed and fully executed Release. This Participation Deadline shall be calculated based on one hundred eighty (180) days from the date the Notice is initially sent. No person whose Release is postmarked after the 180th day following the mailing of the Notice shall be eligible for payment.
51. Within thirty (30) days after the Participation Deadline, Recipient shall provide HUD with a list of Aggrieved Parties who timely and fully responded to the Notice ("Participating Claimants").
 - a. No person shall qualify as a Participating Claimant unless their signed Release is postmarked by the 180th day following the mailing of the Notice. If Recipient receives a defective Release prior to the Participation Deadline, Recipient 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

52. Compensation Fund Distributions. Within thirty (30) days after receiving the list of Aggrieved Parties who timely and fully responded to the Notice from the Recipient, HUD shall approve the list of Participating Claimants as well as the per capita amount of such payments. The date that HUD approves the list and provides the final list to Recipient shall be referred to as the "HUD Certification Date."
53. Within thirty (30) days after the HUD Certification Date, Recipient shall mail to each Participating Claimant a check in the amount authorized by this Agreement and summarized above. Thirty (30) days after the check is mailed, Recipient shall identify Participating Claimants who have not cashed/deposited their checks and send written notification (by email, as well, if possible) to Participating Claimants that any check not cashed within 180 days of the date on the check will be void and the Participating Claimant will waive any authority to receive compensation under this Agreement.

Participating Claimants Who Were Previously Denied, Terminated, or Ported Out

54. Within ninety (90) days after the HUD Certification Date, Recipient shall re-screen any Participating Claimant who was previously denied, terminated, or ported out and who chooses to reapply/return to the Recipient's program pursuant to the Notice and Release. Recipient shall screen each Participating Claimant pursuant to the eligibility criteria in the revised screening criteria pursuant to this VCA. Recipient shall submit a list to FHEO of all Participating Claimants who applied and were screened, and the

results of the screening. FHEO reserves the right to request additional information including the underlying application and documents supporting any denial.

- a. For those Participating Claimants whose application was previously denied and are now otherwise eligible, Recipient shall place such Participating Claimants on the waitlist based on the time and date of the original application.
- b. For those Participating Claimants who were improperly terminated from the program or ported out of Recipient's jurisdiction and are now otherwise eligible, Recipient shall place such Participating Claimants at the top of the waitlist and remove from Participating Claimant's participant file any associated termination letter and/or settlement agreement. Of those being placed at the top of the waitlist, such Participating Claimants shall be placed on the waitlist chronologically by their termination or port out date, with the participant with the oldest date being placed first. Such Participating Claimants shall not be required to live in the jurisdiction for one year before they can port out.

I. OTHER NON-MONETARY RELIEF

55. Within one (1) year after the Effective Date of this Agreement, the Recipient shall take affirmative reasonable steps to ameliorate any adverse impact of its actions for all Aggrieved Parties, regardless of whether they respond to the Notice of Compensation. This shall include updating the Enterprise Income Verification (EIV) system to remove any adverse information associated with the basis (e.g., termination) for which they are Aggrieved Parties.

J. OTHER CONCERNS

Violence Against Women Act

56. The Recipient is obligated to operate and agree to operate all housing programs that are regulated by the Department in a manner that complies with the Violence Against Women Act Reauthorization Act of 2022 ("VAWA") (34 U.S.C. § 12291 et seq.) and the Department's implementing regulations located at 24 C.F.R. Part 5, Subpart L et seq., including, but not limited to the following: Notification of occupancy rights, 24 C.F.R. § 5.2005(a); Denials or termination of assistance, 24 C.F.R. § 5.2005(b); Emergency transfers, 24 C.F.R. § 5.2005(e); Documentation, 24 C.F.R. § 5.2007; Confidentiality, 24 C.F.R. § 5.2007; Remedies, 24 C.F.R. § 5.2009; Prohibition on Retaliation, 34 U.S.C. § 12494; and Right to Report Crime and Emergencies from One's Home, 34 U.S.C. § 12495.
57. Recipient shall identify to the Department an employee as their VAWA Rights Coordinator. This person shall be Recipient's lead official tasked with ensuring compliance with VAWA, including all matters related to emergency transfers,

updating VAWA policies, procedures, and guidance and processing emergency transfer requests, in compliance with 24 C.F.R. Part 5, Subpart L. Recipient may demonstrate to HUD's satisfaction that a current employee can allot sufficient time and resources to maintaining compliance with VAWA.

58. Recipient shall distribute the notice of occupancy rights under VAWA and certification form (HUD-5380) at (1) initial admission to each adult household member, (2) each recertification to each adult household member, and (3) initial notice of termination of assistance.
 - a. Recipient shall obtain a signed Acknowledgement of Receipt of VAWA Notice of Occupancy Rights and Certification form from each adult household member at initial admission and at each recertification. The Recipient shall not take adverse action against any individual for refusing to sign the acknowledgment.
 - b. Such form shall be retained in the voucher recipient's file through the life of the file.
59. Recipient shall not require voucher recipients who are requesting VAWA protections to port their voucher outside of Recipient's jurisdiction in order for the voucher recipient to retain their voucher assistance.
60. All requests for VAWA protections shall be reviewed by the VAWA Rights Coordinator or designee before a decision is made as to whether the Recipient will grant VAWA protections. If Recipient denies VAWA protections, it shall provide the requestor a written decision detailing the reasons for its denial and any evidence used to support its denial before proceeding to take further adverse actions against the requestor.
61. Recipient shall develop and maintain a system for tracking all VAWA requests. Such system shall include the nature of the request, the date of the request, date of decision, progress in fulfilling request, reasons for denial (if denied), and any other relevant data. Recipient shall provide FHEO with a report of VAWA requests annually.
62. Recipient shall not request or require documentation of a person's status as a victim of VAWA violence/abuse if it already has this information. If Recipient does not already have this information, it may request documentation of VAWA status, in accordance with 24 C.F.R. § 5.2007.
63. Recipient shall not request or require that the individual seeking VAWA protections provide notice to their landlord of their status as a victim or their request for VAWA protections.
64. Recipient must accept form HUD Form 5382 if the individual chooses to provide it, and may not require another form of documentation, unless Recipient receives HUD Form 5382 from two or more members of the household each claiming to be a victim

and naming one or more of the other petitioning household members as the perpetrator. If this occurs, Recipient may require one of the other allowable forms of documentation be provided within 30 days, subject to the extension of time requirements provided at 24 C.F.R. § 5.2007.

- a. With the exception of requiring one of the other allowable forms of documentation be provided within 30 days in instances where two or more members of the household each claim to be a victim and naming one or more of the petitioning household members as the perpetrator, Recipient shall not conduct further fact-finding for the purpose of trying to certify the validity of a victim's status and claim.

65. Recipient shall remove language (below) from their Admin Plan, at II.B.1.a., and replace it with language that complies with VAWA, specifically 24 § C.F.R. 5.2007(a)(2).

“The PHA may deny or terminate assistance, and the property owner may terminate the lease and evict the family, including the family member who is or claims to be a victim of such domestic violence if

- i. The tenant fails or refuses to provide a signed certification or other documentation within 14 business days after being asked to do so; or...

Adding Minors to Household

66. Recipient shall modify all policies regarding adding minor children to the household to assure that
- a. Recipient is requiring the least burdensome proof of parenthood, designee of someone who has custody, and/or verification of being in the process of seeking legal custody of a minor. In no case can Recipient require a final court order as sole proof of custody in order to add a minor to the household.
 - b. Additions and proposed additions of minor children are counted for purposes of determining voucher size. If the addition of minor children creates overcrowding in the unit, Recipient shall process and issue a larger voucher.
 - c. For purposes of considering family composition and size, the Recipient will count as a household member foster children who will reside in the unit as well as children who are temporarily in a foster home who will return to the family.
 - d. Requests to add minor children can happen at any point during the period of assistance, *e.g.* not just during the recertification period.
 - e. All additions are processed in a timely manner.

K. TRAINING

67. Within one hundred twenty (120) days of the Effective Date of this Agreement and annually thereafter, all employees of Recipient's Housing Choice Voucher Program shall be required to attend
- a. at least one hour of training on fair housing and civil rights, and
 - b. at least one hour of training on VAWA.
68. Within one hundred twenty (120) days of the Effective Date of this Agreement and annually thereafter, Recipient shall conduct training for its Housing Choice Voucher Program employees on the specifics of Recipient's policies and procedures adopted under this Agreement. Such training shall be a minimum of one (1) hour.
69. The training may be provided virtually through a video conference platform.
70. At least sixty (60) days prior to any planned training pursuant to this Agreement, Recipient shall submit to HUD for review and approval the name(s) and qualifications of the proposed trainer(s), as well as any materials (e.g. agenda, handouts, presentation) to be used to facilitate the training.
71. Within thirty (30) days of receipt of the names of the trainer(s) and training materials, HUD shall review and approve the training or will provide responsive comments on the submission. Recipient shall require the trainer to fully incorporate any comments on the training materials received from HUD.
72. The person who conducts each training session shall provide a written certification stating the date on which the training was provided and the name and position of each Recipient employee who attended and completed such training. Recipient shall submit the training certification to HUD within ten (10) days after the training.

L. REVISED ADMISSION AND OCCUPANCY POLICIES

73. Within 90 days of the Effective date of this Agreement, Recipient shall develop and submit to HUD for review and approval a revised Administrative Plan for the Housing Choice Voucher Program ("Administrative Plan") that effectuates policy changes outlined in Sections A through J above.

V. MISCELLANEOUS PROVISIONS

74. This Agreement, after it has been executed by the Director of the Office of Enforcement, is binding upon Recipient, its employees, contractors, agents, or successors.

75. This Agreement shall not be construed to limit or reduce the obligation of Recipient, and Recipient's programs, services, and activities, to comply with federal civil rights laws and implementing regulations, including Title VI, Section 504, and the ADA, and their respective implementing regulations.
76. Upon execution of this Agreement by the Director of the Office of Enforcement, it is a public document.
77. Upon execution of this Agreement, Recipient shall provide notice of the terms of this Agreement to its employees, contractors, subrecipients, voucher recipients and voucher applicants within ten (10) days from the effective date. Recipient may satisfy this term by posting and maintaining the Agreement on the homepage of its website while the Agreement is in effect.
78. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 504, the ADA, 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.
79. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Recipient or conduct a compliance review pursuant to Title VI, Section 504 and the ADA, or any other authority within HUD's jurisdiction.
80. The individual named in Section VI, below, shall monitor whether the Recipient has satisfactorily complied with the provisions set forth in this Agreement. HUD may seek to amend the Agreement if HUD determines that it is in the best interests of the Parties. HUD may conduct an on-site or any other review of Recipient's compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Recipient shall 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) and 24 C.F.R. § 8.55(c).
81. 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.
82. This Agreement (including its Appendices) 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, the ADA, or other federal law. This Agreement does not relieve Recipient of its continuing obligation to comply with all aspects of Title VI, Section 504, and the ADA.

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

VI. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

84. HUD shall monitor Recipient's implementation of this Agreement. At its discretion and subject to Recipient's availability, HUD may convene meetings with Recipient's 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.

85. To the extent Recipient is required to submit reports with respect to compliance with this Agreement, Recipient shall submit such reports to HUD annually. These reports shall be submitted electronically to Jesse Ramos, Program Analyst, Compliance and Disability Rights Division, Office of Fair Housing and Equal Opportunity. 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 July.

86. 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 Recipient, 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.

87. 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.

88. Should HUD learn of Recipient's noncompliance with this Agreement, HUD shall provide notification to the Recipient's Executive Director and General Counsel via email. Recipient shall have thirty (30) days to cure the breach following the date of the email notice. If failure to cure occurs, HUD may take appropriate enforcement action, including referring this Agreement to the Department of Justice. *See* 28 C.F.R. § 50.3.

89. HUD reserves the right to refer this Agreement to the Department of Justice, with notice to Recipient, without providing an opportunity to cure in the following circumstances:

- a. Notification by Recipient 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.
90. In the event that the Recipient fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.
 91. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of Recipient under this Agreement.
 92. 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.

VII. SIGNATURES

For the Recipient:

Louise T. Seeba

12/20/2024

Louise T. Seeba
Executive Director
Saint Paul Public Housing Agency

Date

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

Jacy Gaige

12/20/2024

Jacy D. Gaige
Director, Office of Enforcement
Office of Fair Housing and Equal Opportunity

Date

APPENDIX A

{Date Mailed}

NOTICE OF COMPENSATION

PURSUANT TO AN AGREEMENT BETWEEN THE SAINT PAUL PUBLIC HOUSING AGENCY AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

You have been identified as being eligible to receive compensation under a U.S. Department of Housing and Urban Development (“HUD”) settlement. The settlement results from a compliance review of criminal records screening practices and policies related to the Violence Against Women Act (“VAWA”). HUD and the Saint Paul Public Housing Agency (“SPPHA”) settled the underlying matter through a Voluntary Compliance Agreement (“VCA”) before the government completed its investigation, and SPPHA denied that it engaged in wrongdoing. As part of the VCA, Recipients have agreed to establish a Fund for the purpose of compensating persons who may have suffered injury by being denied or terminated due to criminal records or those improperly denied VAWA protections.

In order to receive compensation under this settlement, please complete and return the attached Release Form. If you return the attached liability release by the deadline, you may receive a separate communication from SPPHA or HUD regarding compensation.

Right to Waitlist Reinstatement: In addition to eligibility for compensation, if your application was denied, your assistance was terminated, or you ported out of SPPHA jurisdiction, then you have the right to return to the SPPHA voucher waitlist as long as you are otherwise eligible for assistance. You must indicate that you wish to be reinstated to the SPPHA voucher waitlist on the Release Form and return it by the date listed on the form. Individuals will undergo eligibility screening as outlined in this VCA prior to being offered a voucher.

IN ORDER TO BE ELIGIBLE FOR MONETARY PAYMENT UNDER THIS SETTLEMENT, YOU MUST COMPLETE AND RETURN THE ATTACHED LIABILITY RELEASE BY [INSERT DATE, 180 DAYS FROM THE DATE OF THIS NOTICE]. THIS DATE SHALL NOT BE EXTENDED, EVEN FOR SUBSEQUENT NOTICES.

If you have questions or require a reasonable accommodation to complete the attached Release, please contact [name/phone/TTY/email of the Administrator of the compensation fund].

APPENDIX B

RELEASE

In consideration of the Agreement entered in HUD Case Nos. 05-23-R002-6, 05-23-R002-4, and 05-23-R002-D, and the monetary payment and/or nonmonetary relief made to me pursuant to the Agreement, and effective upon that payment (if applicable), I hereby release and forever discharge all claims, rights, remedies, and recoveries related to the facts at issue in the above-referenced matters only.

I understand that this releases those claims, rights remedies and recoveries limited to the claims at issue in the above-referenced matter only against Saint Paul Public Housing Agency, and all related entities, insurers, parents, predecessors, successors, subsidiaries, and affiliates, and against any and all of their past and present directors, officers, agents, managers, supervisors, shareholders, and employees and their heirs, executors, administrators, successors in interest, or assigns of those companies in connection with any claim arising out of facts in the above-referenced matters only.

I further understand that this does not preclude or prevent my ability to file a future discrimination complaint concerning a separate allegation not arising out of facts in the above-referenced matters.

I understand that the voucher applicant or voucher recipient must sign this Release and return the Release by [INSERT NOTICE DEADLINE, 180 DAYS FROM THE INITIAL NOTICE SEND DATE] in the manner specified in the Notice of Compensation, in order to receive compensation under this Agreement.

Name _____

In addition to compensation, I wish to return to the SPPHA voucher waitlist (Y/N) _____

I have included the best methods to reach me/us below (Current Phone, Address, Email)

Signature: _____

Date: _____