

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JACQUELINE YOUNG, et al.,

Plaintiffs,

v.

DISTRICT OF COLUMBIA HOUSING
AUTHORITY,

Defendant.

Civil Action No. 1:13-cv-00652-CKK

STIPULATION OF SETTLEMENT

Plaintiffs Jacqueline Young, Latheda Wilson, and Deaf-REACH (“Plaintiffs”) and Defendant the District of Columbia Housing Authority (“DCHA”) (collectively “the Parties”) hereby agree and stipulate that the above-captioned civil action shall be settled and dismissed on the following terms.

I. BACKGROUND

1. On May 7, 2013, Plaintiffs filed this action against DCHA seeking declaratory and injunctive relief as well as compensatory damages for violations of Section 504 of the Rehabilitation Act (“Section 504”), 29 U.S.C. § 794, the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12132, and the Fair Housing Act, 42 U.S.C. § 3604. More specifically, Plaintiffs alleged that DCHA failed to provide sign-language interpreters and equal access to DCHA’s programs and services to them and other individuals who are deaf or have hearing impairments.

II. AFFIRMATIVE RELIEF

A. Equal Access for Plaintiffs

2. Defendant DCHA hereby agrees to:

- a. Provide equal access to its programs, services, benefits, and activities to Plaintiffs Young and Wilson, and individuals who use Deaf-REACH's services in connection with DCHA;
- b. Ensure that its communications with Plaintiffs Young and Wilson, and individuals who use Deaf-REACH's services in connection with DCHA are as effective as communications with hearing individuals;
- c. Reasonably modify its policies, practices, and/or procedures where the modifications are necessary to avoid discrimination against or ensure equal access to Plaintiffs Young and Wilson, and individuals who use Deaf-REACH's services, and would not fundamentally alter the nature of the programs, services, or activities.

3. In order to ensure Plaintiffs' equal access to its programs, services, benefits, and activities, DCHA agrees to implement the Policy described below.

B. Adoption and Implementation of Policy

4. Within sixty (60) days after the effective date of this Stipulation, DCHA shall adopt and fully implement the policy attached hereto as Attachment A, which will govern its interactions with individuals who are deaf or have hearing impairments.

5. Should DCHA propose to alter the policy attached hereto as Attachment A, DCHA shall first notify Plaintiffs' counsel and provide Plaintiffs' counsel a copy of the proposed changes. If Plaintiffs' counsel does not deliver written objections to Defendant within thirty (30) calendar days of receiving the proposed changes, the changes may be effected. If Plaintiffs' counsel

makes objections to the proposed changes within such thirty (30) calendar-day period, the specific changes to which Plaintiffs' counsel objects shall not be effected until the objections are resolved.

C. Notice and Training

6. Within ten (10) business days of effective date of this Stipulation, DCHA shall apprise its employees and agents of its adoption and implementation of the policy attached as Attachment A and disseminate the policy to them.

7. DCHA's training of employees as described in Attachment A is ongoing and is being completed in conjunction with the U.S. Department of Housing and Urban Development. All training shall be completed by June 30, 2015.

III. MONETARY RELIEF

8. DCHA shall make a total payment of three hundred fifty thousand dollars (\$350,000) in compensation for all damages, attorneys' fees, and costs related to the claims brought by Plaintiffs. The payment described in this paragraph shall be made out to "Relman, Dane & Colfax, PLLC" and sent within ten (10) business days of the effective date of this Order to Megan Cacace, Relman, Dane & Colfax, PLLC, 1225 Nineteenth Street NW, Suite 600, Washington, D.C. 20036.

9. Upon receipt of the payment described above, Plaintiffs and DCHA shall exchange signed releases in the form of Attachments B and C.

IV. REPORTING

10. DCHA shall provide the following information to Plaintiffs' counsel within 90 calendar days of the effective date of this Order:

- a. certification of DCHA's institution of the procedure for the provision of auxiliary aids and services described in Section III.C of Attachment A,
- b. copies of the notices described in Sections III.A.2 and III.A.3 of Attachment A,
- c. certification of installation of the VRI system described in Section III.C.6 of Attachment A,
- d. a copy of DCHA's training attendance records described in Section III.D.2 of Attachment A,
- e. a copy of the Auxiliary Aid and Service Log described in Section III.E.1 of Attachment A with personally identifiable information redacted.

11. Six (6) months after the effective date of this Order, DCHA shall serve on Plaintiffs' counsel an update with respect to items (d) and (e) above, along with a description of any efforts to update DCHA's capacity for tracking requests for and the provisions of auxiliary aids and/or accommodations as described in Section III.E.2 of Attachment..

V. EFFECTIVE DATE

12. This Stipulation is effective immediately upon its entry by the Court.

VI. COMPLIANCE & DISMISSAL

13. If either Party believes that the other is in breach of this Stipulation, that Party shall notify the other of the alleged breach. The other Party shall have thirty (30) days to cure the breach. During the thirty-day period, the Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Stipulation prior to bringing such matters to the Court for resolution. To that end, prior to seeking judicial action regarding this Stipulation, the Parties agree to meet and confer to resolve their differences.

Should these efforts prove unavailing after thirty (30) calendar days, either Party may seek relief before the Court.

14. In the event that any Party contends that there has been a failure by the other Party, whether willful or otherwise, to perform in a timely manner any act required by this Stipulation or otherwise to act in conformance with any provision thereof, that Party may move this Court to impose any remedy authorized by law or equity.

15. Plaintiffs shall sign and deliver to DCHA a Stipulation of Dismissal with Prejudice:

- a. No later than one hundred eighty (180) days after the effective date of this Stipulation, so long as there is no outstanding or unresolved dispute under paragraphs 13 or 14 above; or
- b. In the event there is an unresolved or outstanding dispute under paragraphs 13 or 14 at the time the 180-day period expires, the above-referenced Stipulation of Dismissal shall be filed within five (5) business days following the resolution (whether by agreement of the Parties or order of the Court) of the last remaining dispute;

16. DCHA shall promptly sign and file the Stipulation of Dismissal with Prejudice and file it with the Court, and such filing shall constitute a dismissal of the above-captioned action with prejudice under Fed. R. Civ. P. 41 (a)(1)(A)(ii). The Parties agree that the Court shall retain jurisdiction to enforce the terms of this Stipulation.

VII. TIME FOR PERFORMANCE, INTERPRETATIONS AND DEFINITIONS

17. Any time limits for performance imposed by this Order may be extended by mutual agreement of the Parties without approval by the Court provided that such agreement is in writing.

18. This Stipulation constitutes the entire agreement among the Parties and supersedes and renders void all prior agreements, written or oral, among the Parties. In the event any provision or term of this Stipulation is determined to be or is rendered invalid or unenforceable, all other provisions and terms of the Stipulation shall remain unaffected to the extent permitted by law.

19. This Stipulation has been entered into by the Parties solely for the purpose of settling disputed claims without protracted legal proceedings and avoiding the expense and risk of such litigation. This Stipulation is not intended and shall not be deemed an admission by either party of the merit or lack of merit of the opposing party's claims or defenses. Without limiting the generality of the foregoing, this Stipulation does not constitute and shall not be construed as an admission that DCHA violated any laws, regulations, or any of Plaintiffs' rights, or as an admission of any contested fact alleged by Plaintiffs in connection with this case. The Plaintiffs may not use this Stipulation as evidence or otherwise in any civil or administrative action against DCHA or any of its present or former employees or agents, either in their official or individual capacities, except for proceedings necessary to implement or enforce its terms.

20. The terms of this Stipulation may not be modified or amended, and no provision hereof shall be deemed waived, except by a written instrument signed by the Party to be charged with the modification, amendment, or waiver.

21. The Parties acknowledge that the preparation of this Stipulation was collaborative in nature, and so agree that any presumption or rule that an agreement is construed against its drafter shall not apply to the interpretation of this Stipulation.

22. The section headings in this Stipulation have been inserted for convenience only, and shall not affect any interpretation of its terms.

23. Each party agrees to take such actions and to execute such additional documents as may be necessary or appropriate to fully execute and implement the terms of this Stipulation.

24. Any notice required or permitted to be given under this Stipulation shall be in writing and shall be delivered by hand, or transmitted by e-mail, addressed as follows or as each party may subsequently specify by written notice to the other:

If to Plaintiffs: Megan Cacace
Relman, Dane & Colfax, PLLC
1225 Nineteenth St., NW, Ste. 600
Washington, DC 20036
mcacace@relmanlaw.com


If to DCHA: Alex M. Chintella
Douglas & Boykin PLLC
1850 M Street, NW, Ste. 640
Washington, DC 20036
achintella@douglasboykin.com

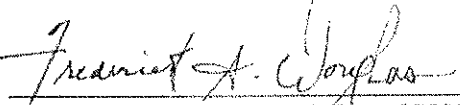
20. This Stipulation may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. A facsimile or other duplicate of a signature shall have the same effect as a manually executed copy.

21. This Stipulation, and the referenced Releases (Attachments B and C) shall be governed by the laws of the District of Columbia, without regard to the choice-of-law rules utilized in that jurisdiction, and by the laws of the United States.

22. Upon execution by the Parties, this Stipulation shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, administrators, successors, and assigns. Each signatory represents and warrants that he or she is fully authorized to enter into this Stipulation.

For Defendant:


Adrienne Todman
Executive Director
District of Columbia Housing Authority


Frederick A. Douglas, DC Bar 197897
Curtis A. Boykin, DC Bar 444120
Alex M. Chintella, DC Bar 976029
DOUGLAS & BOYKIN PLLC
1850 M Street NW, Ste. 640
Washington, DC 20036
202.776.0370
202.776.0975 (fax)
Counsel for Defendant

For Plaintiffs:

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Michael Allen (D.C. Bar No. 409068)
Megan Cacace (D.C. Bar No. 981553)
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1225 19th Street, NW, Suite 600
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Tel: (202) 728-1888
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Chinh Q. Le (D.C. Bar No. 1007037)
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LEGAL AID SOCIETY OF THE DISTRICT OF COLUMBIA
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Tel: (202) 628-1161
Fax: (202) 727-2132

Counsel for Plaintiffs

*Admitted *pro hac vice*.

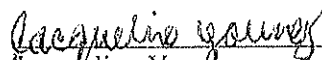
For Defendant:

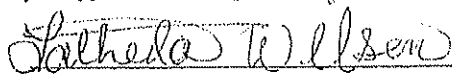
Adrienne Todman
Executive Director
District of Columbia Housing Authority

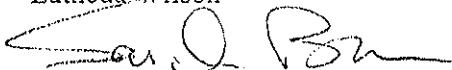
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Counsel for Defendant

For Plaintiffs:


Jacqueline Young


Latheda Wilson



Sarah Brown
Executive Director
Deaf-REACH



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1331 H Street, NW, Suite 350

Washington, D.C. 20005


Tel: (202) 628-1161

Fax: (202) 727-2132

Counsel for Plaintiffs

*Admitted *pro hac vice*.

SO ORDERED on this 28th day of February, 2015.


UNITED STATES DISTRICT JUDGE

ATTACHMENT

A

Attachment A

Services for the Deaf and Hard of Hearing

I. Policy

In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), the Fair Housing Act, and Title II of the Americans with Disabilities Act of 1990 ("ADA"), the District of Columbia Housing Authority (DCHA) will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. The purpose of this policy is to ensure compliance with Section 504, the Fair Housing Act, the ADA, and other applicable federal and District laws and their implementing regulations with respect to persons who are deaf or hard of hearing. DCHA shall protect the rights of persons who are deaf or hard of hearing and who may require auxiliary aids and/or services provided by DCHA to participate fully in DCHA's benefits, activities, and programs. DCHA is committed to providing these aids and services in a timely manner to ensure effective communication and equal opportunity for persons who are deaf or hard of hearing. DCHA shall strive to ensure that the provision of services meets acceptable standards of translation and interpretation.

II. Definitions

1. The term "auxiliary aids and services" includes qualified interpreters provided either on-site, relay interpreters, TTY, or through video remote interpreting ("VRI") services; written materials; exchange of written notes; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard-of-hearing.
2. The term "deaf" refers to persons who are deaf or hard of hearing. The term "hard of hearing" includes persons who have a hearing impairment and who may or may not primarily use visual aids for communication and may or may not use auxiliary aids.

3. The term “qualified interpreter” means an interpreter who, via VRI service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, but are not limited to, American-Sign-Language interpreters.

4. The term “resident” shall be broadly construed to include any individual who is requesting or receiving housing services from DCHA through public housing or any other DCHA-owned or DCHA-managed housing.

5. The term “participant” shall be broadly construed to include any individual who is requesting or receiving housing services from DCHA through the Housing Choice Voucher Program, or any other housing program administered by DCHA.

6. The term “client” shall include both “participants” and “residents” as defined above.

7. The term “Frontline Employee” or “Frontline Staff” is defined as an employee of DCHA who has direct contact with the public on a regular basis, and any other employee that DCHA determines should receive training under this section.

III. Procedures

A. The Office of the ADA/504 Program

1. The Office of the ADA/504 Program (“ADA Office”) shall manage the DCHA ADA Program and report directly to the Deputy Executive Director for Operations. The ADA Office will ensure compliance with Section 504 of the Rehabilitation Act, the Fair Housing Act, the Americans with Disabilities Act, and other applicable federal and District laws, including Office policy and procedures, quality assurance for auxiliary aids, and assuring that the ADA Office is up to date on the location and operation of equipment needed for effective communication with clients. The ADA Office will design the delivery and evaluation of mandatory training programs for DCHA employees on DCHA’s responsibility to provide

effective communication to disabled clients. The contact information for the ADA Office is:

ADA/504 Program Coordinator
The Office of the ADA/504 Program
District of Columbia Housing Authority
1133 North Capitol Street, NE Washington, DC 20002-7599
Phone: (202)535-2737
TTY: (202)855-1234
Fax: (202) 535-1258
Email: ada504@dchousing.org

2. DCHA will maintain postings that conform substantially to Exhibit A and identify the ADA Coordinator and contact information for the ADA Office. The postings will include notice of rights afforded persons with disabilities and notice of nondiscrimination placed in conspicuous locations in DCHA headquarters, including the main lobby at 1133 North Capitol Street, NE, Washington, DC, as well as in the public lobby of each DCHA public housing development. The same notice will also be posted on DCHA's website.

3. The following notice will also be included as an insert in application packages, briefing materials, correspondence regarding scheduled meetings or appointments with DCHA personnel, and recertification packages: "Sign language interpreters will be provided upon request. If DCHA has already determined that you need an interpreter, it will arrange one for each scheduled appointment. If not, please notify the Office of the 504/ADA Program at (202) 535-2737 or at ada504@dchousing.org to request an interpreter. Please allow at least three (3) business days to make the necessary arrangements." This notice will also be placed in conspicuous locations, including the main lobby at 1133 North Capitol Street, NE, Washington, DC, in DCHA public housing developments, and on DCHA's website. The following notice will be included in notices of inspection sent to clients: "Sign-language interpreters will be provided upon request. Please notify the Office of the ADA/504 Program at (202) 535-2737 or at ada504@dchousing.org to request an interpreter. Please allow at least three (3) business days to make the necessary arrangements."

4. DCHA will explore ways to use video to provide information and disseminate notices in DCHA buildings and on DCHA's website.

B. Confidentiality

It is the policy of DCHA to ensure that all client records and information be kept confidential and protected from public or unauthorized disclosure. Client information collected, created, and/or maintained by or on behalf of DCHA shall only be released in accordance with the federal and District privacy and confidentiality laws and regulations.

C. Provision of Auxiliary Aids and Services

1. Appropriate Auxiliary Aids and Services. DCHA will provide to deaf or hard-of-hearing clients any appropriate auxiliary aids and services that are necessary for effective communication.

2. General Assessment. When a DCHA staff member is made aware of a client who is deaf or hard of hearing, the staff member will refer the client to the ADA Office. The determination of appropriate auxiliary aids or services, and the timing, duration, and frequency with which they will be provided, will be made by the ADA Office in consultation with the person with a disability. The assessment made by DCHA will take into account all relevant facts and circumstances, including, for example, the individual's communication skills and knowledge, and the nature and complexity of the communication at issue. Primary consideration will be given to the communication preferences of the person with a disability. See Exhibit B. Video Remote Interpreting (VRI) services will be provided to the client during the General Assessment. However, if VRI is not sufficient to provide means of effective communication for the client, then arrangements will be made for the general assessment to be conducted with an interpreter present.

3. Other Means of Communication. Between the time an interpreter, VRI, or other auxiliary aid is requested by the client, and the time such aid is provided, DCHA personnel may continue to try to communicate with the deaf or hard-of-hearing client regarding his or her request for an auxiliary aid to the same extent as they would with a hearing person. This provision in no way lessens DCHA's obligation to provide qualified interpreters in a timely manner as described below.

4. Provision of Interpreters in a Timely Manner.

a. Scheduled Interpreter Requests. A “scheduled interpreter request” is a request for an interpreter made three (3) or more business days before the services of the interpreter are required. For scheduled interpreter requests, DCHA personnel will make a request for an interpreter to the ADA office or, where DCHA personnel receive an interpreter request from a client, DCHA personnel will refer that request to the ADA Office. The ADA Office will complete the Sign-Language-Interpreter Request Form and forward to the staffing contractor. The ADA Office will confirm the appointment date, time, and location with the client in a manner designated by the client. Once it is determined during the General Assessment that a sign-language interpreter is the appropriate auxiliary aid for a client, DCHA personnel will automatically submit a sign-language interpreter request to the ADA/504 Office in accordance with the Sign Language Interpreter Request Process (Exhibit B) when scheduling any future appointment (except for inspections) with that client.

b. Non-scheduled Interpreter Requests. A “non-scheduled interpreter request” means a request for an interpreter made by a deaf or hard-of-hearing client less than three (3) business days before the client’s appearance at DCHA, such as a request made by a client who arrives on a walk-in day. In such circumstances, a qualified interpreter will be provided by VRI as soon as practicable. In the event that the client or staff member determines that a VRI interpreter is not providing effective communication, and an on-site qualified interpreter is required, the ADA Office will reschedule the participant’s appointment within three (3) business days.

c. Reasonable efforts to Schedule an Interpreter. The ADA Office will contract with staffing vendors for qualified sign-language interpreter services. In the event that DCHA’s interpreter- staffing contractors cannot provide an interpreter within three (3) business days, the ADA Coordinator will attempt to identify available interpreters through the District of Columbia Office of Disability Rights or any interpreters or interpreting agencies identified as potential sources and request their services. In the event that the ADA Office is unable to obtain an interpreter within the three (3) day period, the ADA Coordinator will inform the participant or resident of

the efforts taken to secure a qualified interpreter, and follow up on reasonable suggestions for alternate sources of qualified interpreters, such as contacting a qualified interpreter known to that participant. The ADA Office will document the efforts made to schedule an interpreter.

5. On-staff interpreter. If feasible, based on the demand for services, DCHA will investigate the possibility of utilizing and training current DCHA employees to become certified American-Sign-Language interpreters in order to provide additional support to the ADA Office on a part-time or need be basis.

6. Video Remote Interpreting (VRI). DCHA will install a VRI system to provide immediate access to interpreting services in a variety of situations including DCHA's walk-in days. When using VRI services, DCHA shall ensure that it provides:

- (a) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection;
- (b) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
- (c) A clear, audible transmission of voices; and
- (d) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

If, based on the circumstances, VRI is not providing effective communication after it has been provided or is not available due to circumstances outside of DCHA's control, DCHA will provide an on-site interpreter in accordance with the timetable set forth above.

7. Restricted Use of Certain Persons to Facilitate Communication. DCHA generally will not rely on an adult friend or family member of the individual with a disability to interpret, unless the individual with a disability affirmatively requests that the adult friend or family member interpret, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances. DCHA will not rely on a minor child to interpret.

D. Training

1. Training of DCHA Personnel. DCHA will provide regularly scheduled, mandatory, in-service training to all DCHA personnel that interact with the public, participants and residents, and all other employees with responsibility for ensuring that this Policy is implemented and/or supervising DCHA personnel that interact with the public, participants, and residents in their implementation of this Policy. New hires will be required to review training materials as part of their orientation. The training will address the needs of deaf and hard-of-hearing clients and will include the following objectives:

- (a) to promptly identify communication needs of clients who are deaf or hard of hearing;
- (b) to make requests for interpreters to the ADA Office when scheduling an appointment with a client identified in WIZARD as needing an interpreter;
- (c) to refer clients making unscheduled requests to the ADA Office as quickly as possible in order to secure qualified interpreter services or VRI services, as appropriate;
- (d) to use, when appropriate, pictographic information regarding the availability of assistance through the ADA Office;
- (e) to understand that it is DCHA's obligation to ensure effective communication with clients who are deaf;
- (f) to provide ongoing training regarding DCHA policies and procedures regarding deaf and hard-of-hearing clients;
- (g) to provide information regarding methods of communicating with clients who are deaf or hard of hearing, or who have dual sensory impairments or other disabilities; and
- (i) to provide training regarding methods of effective communication and the proper use of auxiliary aids.

2. Training Attendance Records. DCHA will maintain confirmation of training conducted, which will include the names and respective job titles of the attendees, as well as the date and time of the training session.

3. Provision of Policy. All trainees will receive a copy of its Sign-Language Interpreter Request Process, attached as Exhibit B.

E. Tracking

1. Auxiliary Aid and Service Log. DCHA will maintain a log documenting requests for auxiliary aids and services. The log will include the time and date the request was made (including those made by DCHA staff on behalf of a client identified as requiring an interpreter), the name of the deaf or hard-of-hearing client, the time and date of the scheduled appointment (if a scheduled appointment was made), the nature of the auxiliary aid or service provided, and the time and date the appropriate auxiliary aid or service was provided. If no auxiliary aid or service was provided, the log will contain a notation explaining why the auxiliary aid and service was not provided. The log is maintained by the ADA Office. All requests for interpreters or other auxiliary aids received by DCHA personnel (including those made to personnel at the reception desk or by phone) shall be communicated to the ADA Office in accordance with the Sign Language Interpreter Request Process (Exhibit B).

2. Web-based tracking. DCHA will explore updates in its technology use for tracking, including procurement of a centralized, web-based electronic tracking program that will track and monitor all requests for accommodations (including requests for interpreters and auxiliary aids) throughout DCHA. Any system adopted will be used to monitor responses and the provision of services and accommodations.

F. Internal Administrative Review

1. Internal Administrative Review. DCHA's internal administrative review procedure provides for the prompt and equitable resolution of requests for administrative review contesting ADA Coordinator determinations or otherwise challenging DCHA's provision of auxiliary aids and services.

2. Who can File. Any client who disagrees with the ADA Coordinator's determination or who claims that DCHA has failed to provide effective

communication may request an administrative review in writing with the DCHA Office of Fair Hearings (“OFH”).

3. Contents of Filing. The request for an administrative review must be in writing and must contain the name and address of the person filing it. The request for an administrative review must also state the action taken and what action the client desires to be taken by DCHA.

4. Time for Filing. To protect the clients’ rights, all requests to OFH for a hearing should be filed as soon as possible but not later than the following:

- a. Public Housing Clients – Twelve (12) months after the date of the ADA Coordinator’s determination letter or the last instance in which DCHA is alleged to have failed to provide effective communication.
- b. Non-Public Housing Clients – Thirty-Five (35) days after the date of the ADA Coordinator’s determination letter or the last instance in which DCHA is alleged to have failed to provide effective communication.

5. Process for adjudication. A request for administrative review made by a public housing client shall be considered a grievance filed pursuant to 14 D.C.M.R. Chapter 63. A request for administrative review made by a non-public housing client shall be considered a request for Informal Hearing filed pursuant to 14 D.C.M.R. Chapter 89.

6. Other remedies. Any request for administrative review alleging a failure to provide appropriate auxiliary aids will be promptly referred to the ADA Coordinator for informal resolution. The filing or lack thereof of a request for an administrative review with DCHA OFH does not prevent the client from pursuing any other legal remedies available to redress violations of Section 504 of the Rehabilitation Act, the Fair Housing Act, and the Americans with Disabilities Act and other applicable federal and District laws and their implementing regulations with respect to persons who are deaf or hard of hearing.

Exhibit A to Attachment A

Notice under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act – ADA

In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 ("ADA"), the District of Columbia Housing Authority (DCHA) will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Effective Communication: DCHA will generally provide, upon request, appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the DCHA programs, services, and activities. Aids and services may include qualified sign language interpreters, documents in Braille, large print and other ways of providing accessible communications to persons who have speech, hearing, vision or other disabilities.

Modifications to Policies and Procedures: DCHA will make reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy its programs, services, and activities.

DCHA will not place a surcharge on a particular individual with a disability or a group of individuals with disabilities to cover the cost of providing auxiliary aids, services or reasonable modifications of policies or programs.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of DCHA, should contact Carolyn Punter, ADA/504 Coordinator, as soon as possible but no later than 72 hours before the scheduled event, meeting, program or activity.

Complaints that a program, service, or activity of DCHA is not accessible to persons with disabilities should be directed to the ADA Coordinator.

ADA/504 Coordinator

The ADA/504 Coordinator is responsible for coordinating the efforts of the DCHA to comply with Section 504 and ADA and investigating any concerns or complaints regarding access to DCHA programs, services or activities. Carolyn Punter has been designated as the ADA Coordinator and can be contacted at:

District of Columbia Housing Authority

1133 North Capital Street, NE

Washington, DC 20002-7599

Phone: (202)535-2737

TTY: (202)855-1234

Fax: (202) 535-1258

Email: ada504@dchousing.org

Exhibit B to Attachment A

SIGN LANGUAGE INTERPRETER REQUEST PROCESS

When to request an interpreter

1. A sign-language interpreter should be requested at least three (3) business days in advance of a meeting, discussion, training, or event involving a hearing-impaired client when a sign-language interpreter is necessary to effectively communicate the information in the meeting, discussion, training, or event.
2. Do not ask the client to bring his/her own interpreter; do not rely on adult companions or family members as interpreters unless affirmatively requested by the client and agreed to by the companion or family member. Always inform the client that DCHA can provide an interpreter. Never rely on a minor to interpret.
3. For DCHA events, and meetings, etc., DCHA and its Departments will provide a mechanism for hearing impaired individuals to request interpreters in order to participate in the meetings or events. Fliers, handouts, posters, banners and web postings for events, meetings, etc., should include the following statement:

“Sign language interpreters will be provided upon request. If DCHA has already determined that you need an interpreter, it will arrange one for each scheduled appointment. If not, please notify the Office of the ADA/504 Program at (202) 535-2737 or at ada504@dchousing.org to request an interpreter. Please allow at least three (3) business days to make the necessary arrangements.”

Note: Client requesters do not have to fill out the Request for Reasonable Accommodation form when requesting sign language interpreter services.

Process

1. All requests for sign-language-interpreter services are coordinated and scheduled by the District of Columbia Housing Authority (DCHA) ADA Office. Requests can be made as follows:

- a. When scheduling an appointment (except for an inspection) with a client identified as requiring a sign-language interpreter in WIZARD, inform the ADA Office of the date, time, individual, and nature of the meeting.
- b. Requests made directly from the client (such as on a walk-in day) should be referred to the ADA Office.
- c. Employee/Department requesting service should contact the ADA Office to request sign language interpreter services.
 - i. **E-mail preferred:** ada504@dchousing.org
 - ii. Fax: (202) 535-1258
- d. The ADA Office will complete the Sign Language Interpreter Request form and forward to Graham Staffing to schedule a sign language interpreter.

Note: Please allow at least three (3) business days in advance of the event (we will attempt to arrange interpreters on shorter notice, but cannot guarantee their availability).

- e. Upon confirmation of scheduled service from Graham Staffing or DCHA's American Sign Language Contractor, an appointment will be scheduled for the client. The client will be notified of the appointment date, time and location. The DCHA Employee/Department requesting service will be notified via e-mail.
2. If DCHA cancels the event or meeting with less than three (3) business days' notice, the department making the request may be required to pay part of or all of the cost of the interpreter. If the client cancels the meeting or event, there is no cost to the client.
 3. If an interpreter has been scheduled, and fails to arrive at the scheduled time, contact the ADA Office immediately.

Questions?

Contact the Office of ADA/504 Program
Carolyn Punter: (202) 535-2737 or ada504@dchousing.org

ATTACHMENT

B

Attachment B

FULL AND FINAL RELEASE OF CLAIMS BY PLAINTIFFS

In consideration for the Parties' agreement to the terms of the Stipulation entered into in the case of *Young, et al. v. DCHA*, Case No. 1:13-cv-00652-CKK, United States District Court, District of Columbia, I, Latheda Wilson hereby fully release and forever discharge DCHA, along with its past and present insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all claims, legal, equitable, or otherwise that I may have against them relating to allegations in the Complaint through the date I sign this release, including claims for damages (both compensatory and punitive), costs, fines, and attorneys' fees, with the exception of any action regarding enforcement of the above-referenced Stipulation.

Executed this _____ day of _____, 2015.

Latheda Wilson

Print Name

Attachment B

FULL AND FINAL RELEASE OF CLAIMS BY PLAINTIFFS

In consideration for the Parties' agreement to the terms of the Stipulation entered into in the case of *Young, et al. v. DCHA*, Case No. 1:13-cv-00652-CKK, United States District Court, District of Columbia, I, *Jacqueline Young* hereby fully release and forever discharge DCHA, along with its past and present insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all claims, legal, equitable, or otherwise that I may have against them relating to allegations in the Complaint through the date I sign this release, including claims for damages (both compensatory and punitive), costs, fines, and attorneys' fees, with the exception of any action regarding enforcement of the above-referenced Stipulation.

Executed this _____ day of _____, 2015.

Jacqueline Young
Print Name

Attachment B

FULL AND FINAL RELEASE OF CLAIMS BY PLAINTIFFS

In consideration for the Parties' agreement to the terms of the Stipulation entered into in the case of *Young, et al. v. DCHA*, Case No. 1:13-cv-00652-CKK, United States District Court, District of Columbia, I, Sarah Brown hereby fully release and forever discharge DCHA, along with its past and present insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all claims, legal, equitable, or otherwise that I may have against them relating to allegations in the Complaint through the date I sign this release, including claims for damages (both compensatory and punitive), costs, fines, and attorneys' fees, with the exception of any action regarding enforcement of the above-referenced Stipulation.

Executed this ____ day of _____, 2015.

Sarah Brown

Print Name

ATTACHMENT

C

Attachment C

FULL AND FINAL RELEASE OF CLAIMS BY DEFENDANT

In consideration for the Parties' agreement to the terms of the Stipulation entered into in the case of *Young, et al. v. DCHA*, Case No. 1:13-cv-00652-CKK, United States District Court, District of Columbia, DCHA does hereby fully release and forever discharge Jacqueline Young, Latheda Wilson, and Deaf-REACH, along with their past and present insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all claims, legal, equitable, or otherwise that DCHA may have against them relating to allegations in the Complaint through the date this release is signed, including claims for damages (both compensatory and punitive), costs, fines, and attorneys' fees, with the exception of any action regarding enforcement of the above-referenced Stipulation.

Executed this ____ day of _____, 2015.



Adrienne Todman
Executive Director
District of Columbia Housing Authority