

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE PUERTO RICO PUBLIC HOUSING ADMINISTRATION

PUERTO RICO PUBLIC HOUSING ADMINISTRATION

VOLUNTARY COMPLIANCE AGREEMENT

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PUERTO RICO PUBLIC HOUSING ADMINISTRATION

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I. INTRODUCTION

The Puerto Rico Public Housing Administration (PRPHA) owns, operates, or controls a public housing program consisting of housing and non-housing programs that includes, but is not limited to, common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, community programs and day care facilities. See the PRPHA's List of Properties, attached as Appendix A. PRPHA receives various Federal funds to operate, maintain, and make capital improvements to these projects. The U.S. Department of Housing and Urban Development (HUD or the Department) has funded the PRPHA's projects, in part, through the provision of operating subsidies, capital funding (including the Comprehensive Grant Program (CGP), the Comprehensive Improvement Assistance Program (CIAP), Capital Fund Program, Public Housing Drug Elimination Program (PHDEP), and the HOPE VI revitalization grants).

The PRPHA is subject to Federal civil rights laws and regulations. *See* Section 504 of the Rehabilitation Act of 1973 (Section 504)¹; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)²; Title II of the Americans with Disabilities Act of 1990 (ADA)³; the Fair Housing Act of 1968, as amended (Fair Housing Act)⁴; the Architectural Barriers Act of 1968⁵, and the respective implementing regulations for each Act. *See* also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of the PRPHA's Annual Contributions Contract (ACC) with HUD.

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8.

² 42 U.S.C. §§ 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602.

³ 42 U.S.C. §§ 12101 *et seq.*

⁴ 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.

⁵ 42 U.S.C. §§ 4151-4157.

During the week of January 13-17, 2003, the Department conducted a review under the authorities of Section 504 and the ADA. The Department reviewed the PRPHA's programs, services and activities. The Department's review included a review of the designated accessible housing units, including common areas, housing programs, and non-housing programs and activities. In addition, the Department conducted an accessibility review of the PRPHA's Central Office in Rio Piedras and the Regional Office in Mayaguez. The Department also reviewed the offices of a sampling of the PRPHA's private management companies. The Department's review included the examination of tenant waiting lists, tenant applications, and policies and procedures, including the Reasonable Accommodation and Transfer and Occupancy Policies. Finally, the Department conducted interviews with PRPHA residents, key staff, and representatives of the PRPHA's private management staff. HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual housing units as well as deficiencies in the policies and procedures. On February 21, 2003, the Department issued its preliminary Letter of Findings of Non-Compliance (LOF) with Section 504 and the ADA.

The PRPHA agrees to enter into this Voluntary Compliance Agreement ("Agreement" or "VCA") in order to address the issues raised in the Department's preliminary LOF; and, in order to comply with its responsibilities under Section 504, Section 109, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations. However, the PRPHA makes no admission of liability with respect to the issues raised in the February 21, 2003 LOF; nor with respect to any of the statutes or regulations referenced above.

The parties further agree that PRPHA faces unique challenges, which the parties have considered in developing the timeframes contained within this Agreement. Specifically, the PRPHA is the second largest public housing authority in the country, with a total housing inventory of 56,064 Total Housing Units, as referenced in Appendix A. The PRPHA administers its public housing inventory in fifty-two (52) towns throughout the Commonwealth of Puerto Rico.

The PRPHA currently lacks specialized in-house expertise regarding the requirements of Section 504, the ADA, the Fair Housing Act, and their respective accessibility standards. In addition, the PRPHA faces difficult and unique challenges in recruiting staff with the requisite expertise and experience given its geographical isolation; the requirement of Spanish-speaking personnel; and, Puerto Rico's salary structure that is significantly lower than on the U.S. mainland.

The parties believe that PRPHA will greatly benefit from contracting with an outside consultant with specialized expertise and experience in Section 504, the ADA, the Fair Housing Act, and their respective accessibility standards, in order to assist the PRPHA in the development of its Needs Assessment, Self-Evaluation and Transition Plan. In recognition of the Commonwealth of Puerto Rico's procurement procedures, it is anticipated that the PRPHA will require six (6) months from the effective date of this Agreement to secure the services of an appropriate consultant. Accordingly, the parties have considered the unique features of the PRPHA and the Commonwealth of Puerto Rico in negotiating the timelines throughout this Agreement.

II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), *See* 24 C.F.R. §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible. *See* Appendix G for the UFAS and ADA Standards.

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

Adaptable – The ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. *See* 24 C.F.R. § 8.3.

Administrative Offices – The PRPHA’s Central Administrative Offices located in Rio Piedras; the Regional Offices of the PRPHA; and, the offices of the Private Management Companies.

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

Assistance Animal – An animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and thus, is not subject to the PRPHA’s Pet Policy. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person’s disability.

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

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

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

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

Non-Housing Programs - All or any PRPHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas (including common areas throughout HOPE VI developments), entrances, elevators, the PRPHA offices (excluding the PRPHA's Administrative Offices located in Rio Piedras; the PRPHA's Regional Offices; and, the offices of the Private Management Companies, which are defined separately as "Administrative Offices"), community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the PRPHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the PRPHA's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

Person With a Disability – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or, is regarded as having such an impairment. *See* 24 C.F.R. § 8.3.

PRPHA – The officers, directors, agents (including contractors), private management agents/companies, employees and successors or assigns of the Puerto Rico Public Housing Administration.

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

Structural Impracticability – Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of fifty percent (50%) or more of the value of the element of the building or facility involved. *See* UFAS § 3.5.

Total Housing Units – The total number of public housing units published in HUD's Public and Indian Housing Information Center (PIC) as of January 1, 2003. Total Housing Units include public housing units in HOPE VI.

UFAS – Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.

UFAS-Accessible Unit – A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on an Accessible Route, as defined in this Agreement. The unit can be approached, entered and used by individuals with disabilities, including individuals who use wheelchairs, on a route that complies with the definition of an Accessible Route. In addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue administrative and financial burden beyond the control of the PRPHA. [See Notice PIH 2002-01 (HA), issued January 22, 2002, attached as Appendix B.] The accompanying Non-Housing Programs must also be accessible unless the PRPHA can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable; or, would create an undue financial and administrative burden.

III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all Federally funded projects, related facilities, and programs or activities that the PRPHA, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor. This Agreement also applies to the Public Housing units in HOPE VI revitalization projects as well as all of the activities of the Private Management Companies.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of the PRPHA and HUD. This Agreement shall remain in effect until the PRPHA has satisfactorily completed the provisions set forth in this Agreement; or, for a minimum of seven (7) years after the effective date of this Agreement, whichever is later.
- C. The Department will monitor the PRPHA's implementation of this Agreement and may amend the Agreement, in consultation with PRPHA, if the Department determines that PRPHA's Needs Assessment, referenced in Section IV, Part E of this Agreement, supports an increased need above the total number of UFAS-Accessible Units referenced in Section IV C (1)(a).
- D. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, Section 109, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- E. This Agreement does not affect the ability of HUD or the PRPHA to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.

- F. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law. The PRPHA shall provide a copy of this Agreement to any person upon request. The PRPHA shall also provide a copy of this Agreement to each Manager, the Private Management Companies, and each duly elected Resident's Council or resident organization.
- G. The PRPHA shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with the PRPHA's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- H. Notwithstanding any notice or consultation requirements of this Agreement, the PRPHA shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan ("PHA Plan") regulation at 24 C.F.R. part 903.
- I. Except as set forth in Section VIII of this Agreement, to the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding the PRPHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, the Fair Housing Act, and/or Section 109 conflicts with this Agreement, this VCA is the controlling document from the effective date of this Agreement.
- J. This Agreement does not supersede, or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- K. This Agreement does not affect any requirements for the PRPHA to comply with all requirements of Section 504, the ADA and the Fair Housing Act not addressed in this Agreement.
- L. The PRPHA shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- M. This Agreement and the requirements herein are controlling in the event that a court orders the PRPHA to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement, and HUD is not a party to the litigation.

IV. SPECIFIC PROVISIONS

A. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR

1. Within one hundred eighty (180) days of the execution of this Agreement, the PRPHA shall hire or appoint a Voluntary Compliance Agreement Administrator (“the VCA Administrator”). In the interim, within thirty (30) days of the effective date of this Agreement, the PRPHA will appoint an Acting VCA Administrator. The VCA Administrator will report directly to the Administrator of the PRPHA. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement and shall serve for the duration of the VCA.
2. The VCA Administrator will be responsible for: (1) implementation of the provisions of this Agreement; (2) submission of all reports, plans and records as required by this Agreement; and, (3) coordination of the activities of the PRPHA personnel who will assist the VCA Administrator in implementing this Agreement. The PRPHA shall assign sufficient staff to report to the VCA Administrator so that s/he can successfully accomplish these objectives.
3. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the PRPHA shall immediately designate an Acting VCA Administrator and select a new VCA Administrator within one hundred eighty (180) days of the resignation or termination of the VCA Administrator. The PRPHA shall immediately notify the Department in writing as to any change of the VCA Administrator.
4. Within fourteen (14) days of a vacancy, the PRPHA shall provide HUD with the name of the individual selected to serve as the Acting VCA Administrator.

B. SECTION 504/ADA COORDINATOR

1. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall hire a qualified Section 504/ADA Coordinator. The Section 504/ADA Coordinator must have prior relevant experience to demonstrate expertise and knowledge of Section 504, the Fair Housing Act, the ADA, the Architectural Barriers Act, their respective implementing regulations and the relevant accessibility standards.
2. Within ninety (90) days of the effective date of this Agreement, the PRPHA shall provide HUD with the position description for its review.
3. Within thirty (30) days of the effective date of this Agreement, the PRPHA shall designate an employee to serve as the Acting Section 504/ADA Coordinator.
4. In the event that the Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, the PRPHA shall immediately designate an Acting Section 504/ADA Coordinator and select a new,

qualified Section 504/ADA Coordinator within one hundred eighty (180) days of the termination or resignation of the Section 504/ADA Coordinator. The PRPHA shall notify the Department in writing within thirty (30) days of any change of the Section 504/ADA Coordinator.

5. Within fourteen (14) days of a vacancy, the PRPHA shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.

C. HOUSING PROGRAMS

1. Provision of UFAS-Accessible Units

- a. The PRPHA shall construct or convert a minimum of five percent (5%) or 2,803 of its Total Housing Units, as delineated at Appendix A, UFAS-accessible subject to the requirements of the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. C (2). The production of the UFAS-Accessible Units will occur at the rate of three-hundred three (303) units for the first two (2) years of this Agreement; and, at the rate of five-hundred (500) units per year for the third through seventh years of this Agreement.
- b. The procurement process for the construction or conversion of these units shall commence no later than thirty (30) days following HUD's approval of the **UFAS-Accessible Unit Plan**, described in Paragraph IV. C (2).
 - (i) Nothing in this Agreement diminishes PRPHA's obligation to comply with 24 C.F.R. §§ 8.4(b)(1)(i) and (ii), which prohibits recipients from providing housing to qualified individuals with disabilities that is not equal to that afforded others; or providing housing to qualified individuals with disabilities that is not as effective in affording the individual with an equal opportunity to achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others. Therefore, in addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route; and, when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue administrative and financial burden beyond the control of the PRPHA. *See* Notice PIH 2002-01 (HA), issued January 22, 2002, attached as Appendix B.
- c. The PRPHA must demonstrate the completion of the construction or conversion of 2,803 Total Housing Units, as described in Paragraph IV. C (1), above, within seven (7) years of the effective date of this Agreement, or no later than August 31, 2010. Unless otherwise agreed by HUD pursuant to HUD's approval of the PRPHA's **UFAS-Accessible Unit Plan**, described in Paragraph IV. C (2), below, the PRPHA will demonstrate the completion of at least three hundred three (303) units described in Paragraph IV. (C)(1) by August 31, 2005; and, five-hundred (500) additional units by August 31,

2006; five-hundred (500) additional units by August 31, 2007; five-hundred (500) additional units by August 31, 2008; five-hundred (500) additional units by August 31, 2009; and, five-hundred (500) additional units by August 31, 2010.

- d. If PRPHA does not meet its annual production rate of UFAS-Accessible Units as set forth in Paragraph IV. (C)(1)(c) for a given year, PRPHA may have an opportunity to cure up to fifteen percent (15%) of the annual production rate in the following year.
- e. HUD may grant PRPHA a single, one (1) year extension, until August 31, 2011, in order to complete the construction or conversion of 2,803 Total Housing Units, as delineated in Paragraph IV. C (1)(a), above. However, HUD will only grant PRPHA this one (1) year extension for good cause shown. In order to establish good cause, PRPHA must demonstrate to HUD its good faith efforts to complete the completion of the 2,803 Total Housing Units, as noted in its UFAS-Accessible Unit Plan, no later than August 31, 2010.

2. UFAS-Accessible Unit Plan

- a. Within three-hundred sixty five (365) days of the effective date of this Agreement, the PRPHA will submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in Appendix A. HUD will provide the PRPHA with its approval, or comments, within forty-five (45) days of receipt of both the PRPHA's proposed **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (D)(1).
- b. Upon execution of this Agreement and prior to its submission of the **UFAS-Accessible Unit Plan**, PRPHA will commence conversion or construction of a minimum of three-hundred three (303) UFAS-Accessible Units of the PRPHA's inventory undergoing major modernization for the first two (2) years of this Agreement.
 - (i) The **UFAS-Accessible Unit Plan** will be in a format that includes: (1) Total number of UFAS-Accessible Units per year; (2) development name and location; (3) bedroom size distribution within each development; (4) demographic data – including household type (based on Form HUD-50058) and type of disability – within development; and, (5) accessibility of all Non-Housing Programs at each development, including accessible routes and elevators.
 - (ii) The number of UFAS-Accessible Units in any particular development may not exceed twenty-five percent (25%). The **UFAS-Accessible Unit Plan** will include interim timeframes and benchmarks for meeting annual rates; vacancy rates at each development; and, crime rates in and around

each development. The Plan will address all developments covered under this Agreement, as referenced in Appendix A.

(iii) If the **UFAS-Accessible Unit Plan** does not include provisions to provide accessible units in a given development, or if implementation of the Plan would not result in at least five percent (5%) of the units being UFAS-accessible in a given development, then the PRPHA will provide a detailed explanation, for HUD's review and approval, which includes information regarding structural infeasibility and/or undue financial and administrative burden.

3. Transition Plan

This Agreement will serve as the PRPHA's Transition Plan with respect to and in compliance with the provisions of programs to persons with disabilities. *See* 24 C.F.R. § 8.25 (c).

4. Certification of UFAS-Accessible Units

a. Within ninety (90) days of PRPHA's completion of each of the UFAS Accessible Units referenced above, the PRPHA will provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2002-01(HA), and, where applicable, the ADA Standards. PRPHA will submit this documentation to HUD as part of its Quarterly Report. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

5. Status Reports for UFAS-Accessible Units

- a. The PRPHA will provide Quarterly Reports to HUD on the number of UFAS-Accessible Units for which funds have been reserved, physical work has been undertaken, physical work has been completed, and independent verification of UFAS compliance by development and bedroom size. The Quarterly Report will include unit counts for the given reporting period and cumulatively from the effective date of this Agreement. The PRPHA will also provide a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD-approved UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2).
- b. HUD, in consultation with PRPHA, may increase the number of accessible units required under PRPHA's HUD-approved **UFAS-Accessible Unit Plan** based on changes in need, pursuant to the PRPHA's completion of the Needs Assessment identified in Paragraph IV. (E), below.
- c. The PRPHA shall submit quarterly UFAS-Accessible Unit Plan Reports in a format compatible with "Microsoft Word 2000." The first quarterly UFAS-

Accessible Unit Plan Report will be due on July 31, 2005. Subsequent reports are due at quarterly intervals for the duration of this Agreement [i.e., October 31, 2005 , January 31, 2006 , April 30, 2006 , July 31, 2006 , etc.]

D. NON-HOUSING PROGRAMS

1. Non-Housing Program Accessibility Plan:

- a. Within three hundred sixty five (365) days of the effective date of this Agreement, the PRPHA will submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan**. HUD will provide its approval, or comments, within forty-five (45) days of receipt of both the **Non-Housing Program Accessibility Plan** and the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (C)(2), above.
- b. The PRPHA's **Non-Housing Program Accessibility Plan** will ensure that PRPHA's Non-Housing Programs are accessible to persons with disabilities. *See* 24 C.F.R. § 8.21. Non-Housing Programs include, but are not limited to, all common areas (including common areas throughout HOPE VI developments), accessible routes, management and regional offices (including restrooms), laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers (including restrooms); and, day care facilities (including restrooms). *See* 24 C.F.R. § 8.21. This Plan must include accessible transportation if transportation is or must be provided to take individuals with disabilities (including their accompanying family members and friends without disabilities), to accessible facilities or activities.
- c. The **Non-Housing Program Accessibility Plan** must include: (1) specific elements to be made accessible at each development; (2) interim timeframes and benchmarks for meeting annual rates; (3) an annual timetable that coincides with the UFAS-Accessible Unit Plan not to exceed seven (7) years for completing the work; and, (4) identification of the source of the funding to accomplish each task. If accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural infeasibility and/or an undue financial and administrative burden, the PRPHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or an undue financial and administrative burden.

2. Existing Administrative Offices Accessibility Plan:

- a. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA will submit, for HUD's review and approval, its **Administrative Offices Accessibility Plan** to make the PRPHA's Central Office located in Rio Piedras and the PRPHA's Regional Offices accessible to individuals with disabilities. No later than March 1, 2004, PRPHA will submit, for HUD's review and approval, the **Administrative Offices Accessibility Plan for the Private Management Companies** to make the private management companies' offices accessible to individuals with disabilities. HUD will

provide its approval, or comments, within forty-five (45) days of receipt of each of the **Administrative Offices Accessibility Plans**.

- b. The PRPHA's **Administrative Offices Accessibility Plans** will ensure that these offices are fully accessible to individuals with disabilities and comply with the relevant UFAS and ADA Standards.
- c. The Plans will include accessible routes into and throughout the PRPHA's programs, services and/or activities located at these Administrative Offices, designated accessible parking and transportation stops, including accessible signage.
- d. The Plans must include accessible transportation if transportation is or must be provided to take individuals with disabilities (including their accompanying family members and friends without disabilities) to accessible facilities or activities.
 - (i) The **Administrative Offices Accessibility Plans** must include: (1) specific elements to be made accessible at each office; (2) a timetable not to exceed twelve (12) months for completing the work; (3) interim timeframes and benchmarks for meeting the twelve-month deadline; and, (4) identification of the source of funding to accomplish each task. If accessibility cannot be achieved at a particular Administrative Office due to structural infeasibility and/or an undue financial and administrative burden, the PRPHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.
- e. Within sixty (60) days of all completed modifications at a PRPHA Regional Office, Private Management Company office, or the PRPHA's Central Office, the PRPHA will provide certification, through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that each of its Regional Offices, Private Management Company offices, and the PRPHA's Central Offices complies with the accessibility requirements of the UFAS and, where applicable, ADA Standards.
- f. HUD reserves the right to conduct periodic on-site inspections of these Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Standards. In addition, HUD reserves the right to ensure that the PRPHA's programs, services and activities located in these Administrative Offices are accessible to individuals with disabilities in compliance with Section 504 and, where applicable, the ADA.

3. Future Administrative Offices Accessibility Plan:

- a. For the duration of this Agreement, PRPHA will submit, for HUD's review and approval, a **Future Administrative Offices Accessibility Plan** to make any and all future Administrative Offices accessible to individuals with

disabilities. This Plan will include both new construction and alterations to existing structures. HUD will provide its approval, or comments, within forty-five (45) days of receipt of the **Future Administrative Offices Accessibility Plan**.

- b. The PRPHA's **Future Administrative Offices Accessibility Plan** will ensure that these offices are fully accessible to individuals with disabilities and comply with the relevant UFAS and ADA Standards.
- c. The Plan will include accessible routes into and throughout the PRPHA's programs, services and/or activities located at these Administrative Offices, designated accessible parking and transportation stops, including accessible signage.
- d. This Plan must include accessible transportation if transportation is or must be provided to take individuals with disabilities (including their accompanying family members and friends without disabilities) to accessible facilities or activities.
 - (i) The **Future Administrative Offices Accessibility Plan** must include: (1) specific elements to be made accessible at each office; (2) a timetable not to exceed twelve (12) months for completing the work; (3) interim timeframes and benchmarks for meeting the twelve-month deadline; and, (4) identification of the source of funding to accomplish each task. If accessibility cannot be achieved at a particular Administrative Office due to structural infeasibility and/or an undue financial and administrative burden, the PRPHA will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.
- e. For the duration of this Agreement, within sixty (60) days of the completion of new construction or alterations of an Administrative Office of the PRPHA, the PRPHA will provide certification, through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that each newly-constructed or altered Administrative Office complies with the accessibility requirements of the UFAS and, where applicable, ADA Standards.
- f. HUD reserves the right to conduct periodic on-site inspections of these Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Standards. In addition, HUD reserves the right to ensure that the PRPHA's programs, services and activities located in these Administrative Offices are accessible to individuals with disabilities.

E. NEEDS ASSESSMENT

- 1. Within two-hundred seventy (270) days of the execution of this Agreement, the PRPHA will submit a **Section 504 Needs Assessment** (Needs Assessment) to HUD for its review and approval. HUD will provide its approval, or comments,

to the Needs Assessment within forty-five (45) days of receipt. *See* 24 C.F.R. § 8.25 (c).

2. Beginning one-hundred twenty (120) days of the effective date of this Agreement, PRPHA will submit Quarterly Status Reports describing the PRPHA's efforts in conducting and completing its Section 504 Needs Assessment.
3. The **Needs Assessment** must include:
 - a. The percentage and number of total housing units that are required to meet the needs of its current residents with disabilities and the needs of individuals with disabilities on the PRPHA's waiting lists;
 - b. The total number and percentage of each type of disability (including, but not limited to, wheelchair users; mobility aid users; visual and hearing disabilities, etc.);
 - c. The needs of eligible, qualified individuals in the area, including a reference to the 2000 census data;
 - d. A Transition Plan setting forth the PRPHA's Plan to achieve program accessibility to ensure that the needs of eligible individuals with disabilities may be accommodated proportionately to the needs of eligible individuals without disabilities; and,
 - e. Information that identifies the persons or groups representing individuals with disabilities in the community who were consulted in the preparation of the Needs Assessment.
4. Within forty-five (45) days of HUD's approval of PRPHA's Needs Assessment, HUD shall determine whether it will amend upward the percentage of units (five percent (5%)) as identified in Paragraphs IV. (C)(1) and (2), that PRPHA must make UFAS-Accessible. HUD will utilize the Needs Assessment and any other relevant published data to make this determination as to whether more UFAS-Accessible Units are required to meet the needs of income eligible individuals with disabilities in the Commonwealth of Puerto Rico.
5. If HUD, in consultation with PRPHA, determines that this upward adjustment is required, HUD shall notify PRPHA of a timeframe and process for PRPHA to modify its UFAS-Accessible Unit Plan to reflect the increased need for additional UFAS-Accessible Units.

F. REASONABLE ACCOMMODATION POLICY

1. Within one-hundred eighty (180) days of the effective date of this Agreement, the PRPHA will adopt and implement the **Reasonable Accommodation Policy**, attached as Appendix C. The Reasonable Accommodation Policy will centralize the provisions of reasonable accommodations at the PRPHA and will be centrally administered by the PRPHA's Section 504/ADA coordinator.

2. The PRPHA will maintain documentation of each reasonable accommodation request. The PRPHA's documentation will include: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and, (v) documentation reflecting the disposition of the requests.
 - a. If any of the requests are sent to the private management companies, the private management companies must also keep a date and time log that contains the above information as well as the date it was received from the individual requesting the accommodation(s).
 - b. No later than seven (7) days after a private management company has received a request for reasonable accommodation(s), the private management company shall forward the reasonable accommodation request(s) to the PRPHA's Section 504/ADA Coordinator for review, processing and disposition.
3. Within thirty (30) days of the implementation of the Reasonable Accommodation Policy, the PRPHA will provide HUD, for its review and approval, a draft reasonable accommodation letter to be distributed to all its residents. HUD will approve or modify the letter within ten (10) days of receipt. PRPHA will send the approved letter by U.S. mail, first class postage pre-paid, to all heads of households. The reasonable accommodation letter shall:
 - a. Advise residents of their right to request reasonable accommodations, including accessible features, at the PRPHA's expense consistent with the PRPHA's Reasonable Accommodation Policy, and request information on their need for accessible features or fully accessible units. The letter will also include a list of different types of reasonable accommodations. [For example, reasonable accommodation(s) may include, but are not limited to, an accessible unit for individuals who use wheelchairs; grab bars in the bathroom; accessible door hardware; a roll-in shower; lowered counters in the kitchen; a ramp to the unit; accessible parking space; documentation from the PRPHA in an alternate format such as Braille, large print and/or audiocassette; effective communication for individuals with hearing disabilities such as a qualified sign language interpreter for public meetings, etc.] The PRPHA shall offer these tenants the option of remaining in their current unit while the PRPHA makes accessibility modifications; or, waiting to transfer, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant.
 - b. Advise residents that if they previously made reasonable accommodations, including accessible features, at their personal expense, that they are entitled to the reimbursement of the funds expended, and that lease provisions prohibiting modifications to their unit do not apply to previously made reasonable accommodations. In addition, the reasonable accommodation letter will request information, including supporting documentation, regarding accessibility features that the resident made with their personal funds.

- c. Provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the PRPHA's Reasonable Accommodation Policy.
 - d. Provide residents with the name, address and telephone number of the PRPHA's Section 504/ADA Coordinator. The letter will also request that residents call a dedicated, toll-free number for the Section 504/ADA Coordinator's Office to discuss their reasonable accommodation requests/inquiries.
4. The PRPHA shall submit Quarterly Reports to HUD, including Quarterly Reports from its private management companies, which provide a narrative description of each reasonable accommodation request and/or inquiry. The Quarterly Report will include: (i) a list of each applicant or resident accommodation request or inquiry; (ii) the date of each applicant or resident request or inquiry; and, (iii) the final disposition of the request or inquiry, including information regarding modification or rejection of the reasonable accommodation request(s). The narrative will also reflect any preference(s) indicated by a resident for remaining in the current unit during modification(s); or, transfer to an alternate, accessible unit.

G. POLICIES AND PROCEDURES

1. Waiting List and Tenant List

Within one-hundred eighty (180) days of the effective date of this Agreement, the PRPHA will provide HUD with a Plan to computerize the **Waiting List and Tenant List** for HUD's review and approval. HUD will provide its approval, and/or comments, to the proposed Plan, within thirty (30) days of receipt. The PRPHA will complete implementation of the computerized waiting lists no later than October 31, 2004. HUD will approve a one-time extension, until December 31, 2004, in the event that PRPHA experiences technical difficulties with the implementation of the computerized waiting lists.

- a. **The Waiting List and Tenant List Plan** shall include the following: (1) the PRPHA's timetable to complete the computerization of its waiting list(s) and tenant information; (2) a complete list of the PRPHA's UFAS-Accessible Units by development; (3) a complete list of the PRPHA's units with accessible or adaptable features by development; (4) a description of the computerized fields that will incorporate all of the information needed for existing residents and applicants and include the following information: (i) date and time of application; (ii) current address and bedroom size currently occupied by applicant or resident; (iii) whether the current resident's unit is UFAS-Accessible or has accessible features; (iv) whether a current resident with disabilities resides in a UFAS-Accessible Unit, or in a unit with accessible features; (v) bedroom size required; (vi) nature of disability, if any; (vii) need for accessible unit and/or accessible features; and, (viii) applicant's choice of

localities. The PRPHA's Waiting List will designate applicants who require an accessible unit; or, a unit with accessible features.

- b. The PRPHA will post its Waiting List on a website so that applicants can track their status on the PRPHA's Waiting List. The PRPHA will provide a dedicated computer at each of its Regional Offices to enable applicants to track their status on the Waiting List.

2. Five Year Plan for Fiscal Years 2000-2004

Within one-hundred eighty (180) days of the effective date of this Agreement, the PRPHA will amend its Five Year Plan for Fiscal Years 2000-2004 and prepare its Annual Plans for succeeding years to include and reflect all requirements of this Agreement.

3. Admissions and Continued Occupancy Policy (ACOP)

- a. Within one-hundred eighty (180) days of the effective date of this Agreement, the PRPHA will amend its ACOP, including amendments necessary for compliance with 24 C.F.R. § 8.27, Occupancy of Accessible Units, which includes the PRPHA's Transfer Policy, Grievance Procedure and Reasonable Accommodation Policy. HUD will provide its approval, or comments, to the ACOP within forty-five (45) days of receipt.
- b. Within one-hundred eighty (180) days of HUD's approval, PRPHA will fully implement the amended ACOP provided, however, that PRPHA shall assess any public comments made in accordance with the ninety (90) day public comment period.

4. Transfer Policy

Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA will submit to HUD, for its review and approval, an amended Transfer Policy. HUD will provide its approval, or comments, to the proposed Transfer Policy within thirty (30) days of receipt.

- a. The **Transfer Policy** will include the following provisions: (1) transfers will be exclusively coordinated through the PRPHA's Central Office; (2) when an accessible unit becomes available, the unit will first be offered to a current occupant with disabilities in the same development or region who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features; (3) if there is no current occupant in the same development or region who requires the accessibility features of the vacant, accessible unit, then it will be offered to an eligible, qualified applicant on the waiting list with disabilities that requires the accessibility features of the vacant, accessible unit and wishes to reside in the region where this development is located; (4) if there is not an eligible, qualified resident or applicant with disabilities who wishes to reside in the available, accessible

unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. The PRPHA must provide the non-accessible unit for residents. However, the PRPHA will require the applicant to execute a lease addendum that requires the resident to relocate to a non-accessible unit within thirty (30) days of notice by the PRPHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit; and, (5) during annual re-certifications, current residents who reside in accessible units, or units with accessible features, who do not require the accessible features of that unit will be required to relocate to an alternate, non-accessible unit. *See* 24 C.F.R. § 8.27.

- b. The PRPHA, including its private management agents, will distribute the revised Transfer Policy to each applicant at the time of lease signing; or, to each resident during the annual re-certification.
- c. Pursuant to the PRPHA's implementation of the revised Transfer Policy, the PRPHA will provide HUD with quarterly reports that reflect the private management companies' implementation of the lease addendum provisions cited in Paragraph IV. (G)(5), below.

5. Lease Addendum

Upon the leasing or lease renewal of every UFAS-Accessible Unit, PRPHA shall execute a lease addendum that requires a family without a resident with a disability to relocate to a non-accessible unit within thirty (30) days of notice by the PRPHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. During annual re-certifications, residents who reside in accessible units, or units with accessible features, who do not require the accessible features of that unit will be required to relocate to an alternate, non-accessible unit.

6. Grievance Procedures

Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall adopt and implement the **Grievance Procedures**, attached as Appendix D. The Grievance Procedures are not intended to supersede an individual's right to initiate a claim or seek relief under Section 504, Section 109, Title II of the ADA, the Fair Housing Act, or any other Federal, State, or local civil rights statute(s).

7. Pet Policy

- a. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall amend its **Pet Policy** to include a reference to "Assistance Animals". An "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a pet and thus, is not subject to PRPHA's Pet Policy.

- b. Upon implementation, the PRPHA will include the Pet Policy as an Addendum to the lease. The PRPHA will provide the lease Addendum to each applicant at the time of lease signing; or, to each resident during the annual re-certification. In addition, the PRPHA will post the Pet Policy at all developments, private management companies, and the PRPHA's Central and Regional Offices.

8. Emergency Procedures

Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall adopt and implement the **Emergency Procedures**, attached as Appendix E. The Emergency Procedures will include provisions to address the needs of individuals with disabilities.

9. PRPHA's Website

- a. Within ninety (90) days of the Department's approval of the PRPHA's 2003 Annual Plan and *each* Policy referenced below, PRPHA shall publish *each of the following* on its website:

- (i) 2003 Annual Plan;
- (ii) Waiting List and Tenant List;
- (iii) Admissions and Continued Occupancy Policy;
- (iv) Transfer Policy;
- (v) Grievance Procedures;
- (vi) Pet Policy;
- (vii) Emergency Procedures;
- (viii) Effective Communication Policy; and,
- (ix) Reasonable Accommodation Policy.

- b. If PRPHA does not currently have a website, PRPHA will create and fully implement a website for publication of the PRPHA's Annual Plan and Policies referenced in Paragraph IV (G), above. PRPHA shall maintain this website for the duration of this Agreement. In addition, the PRPHA shall update the Waiting List on its website every thirty (30) days for the duration of this Agreement.

H. EFFECTIVE COMMUNICATION

1. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall adopt and implement the **Effective Communication Policy**, attached as Appendix F. The **Effective Communication Policy** will set forth the steps that the PRPHA will take to ensure effective communication with applicants, residents, employees and members of the public. *See* 24 C.F.R. § 8.6. The **Effective Communication Policy** will ensure that interested persons, including persons with hearing or visual disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities. *See* 24 C.F.R. § 8.6.

2. The **Effective Communication Policy** will ensure that the PRPHA shall furnish appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in the PRPHA's programs, services and activities. In determining what auxiliary aids are necessary, the PRPHA shall give primary consideration to the requests of the individual with disabilities unless doing so would result in a fundamental alteration of the PRPHA's programs or activities, or an undue financial and administrative burden. *See* 24 C.F.R. § 8.6.

I. EMPLOYEE NOTIFICATION

1. Within sixty (60) days of the effective date of this Agreement, the Administrator shall submit to HUD, for its review and approval, a letter that will be distributed to all current PRPHA employees, including contractors and private management agents. The letter will address: (1) the PRPHA's responsibilities to comply with civil rights laws and regulations set forth in this Agreement; (2) the PRPHA's responsibility to provide reasonable accommodations to persons with disabilities; and, (3) provide a comprehensive explanation of reasonable accommodations. HUD will provide its approval, or comments, within thirty (30) days of receipt.
2. Within sixty (60) days of HUD's approval, the PRPHA will distribute the letter referenced in Paragraph IV. (I)(1), above, to all PRPHA employees, contractors and private management agents. The PRPHA shall maintain a signed and dated receipt for each PRPHA employee, contractor and/or management agent that verifies that the individual received this letter. The PRPHA shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. In addition, each new PRPHA employee, including contractors and private management agents, will receive a copy of this letter within ten (10) days of their entry date and will also provide a signed and dated receipt that will be retained in the individual's personnel file for the duration of this Agreement.

J. EMPLOYEE EDUCATION

1. **Current Employees:** Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall develop an educational program with a written curriculum, objectives, and training schedule for HUD's review and approval. The educational program will be provided to all appropriate employees, including principal and administrative staff, housing managers, private housing managers (including all appropriate staff from the private management companies), housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearing officers, and other employees or contractors involved with resident services, residents or members of the public. The training will provide notice of the PRPHA's duties, responsibilities, and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations. Within thirty (30) days of receipt, HUD will provide its approval, or comments, to the PRPHA's proposed educational plan for current employees.

2. New Employees:

- a. Within one hundred eighty (180) days of the effective date of this Agreement, the PRPHA shall develop an educational program to be provided to all appropriate new PRPHA employees and contractors, including new employees of the private management companies. The appropriate new PRPHA employees, agents, contractors and private management company employees include principal and administrative staff, housing managers, private housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearing officers, and other employees or contractors who have contact with applicants, residents or members of the public. Within thirty (30) days of receipt, HUD will provide its approval, or comments, to the PRPHA's proposed educational plan for new employees.
 - b. The New Employee Training will be provided to new employees within sixty (60) days of their entry date of service. The training will inform the new employees of the PRPHA's duties, responsibilities, and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.
3. PRPHA shall develop the educational programs, written curriculum, and training materials and conduct training sessions with the assistance of, or in consultation with, persons with expertise in training and addressing the needs of individuals with disabilities. The PRPHA shall provide HUD with copies of the proposed curricula and training materials for technical assistance and concurrence.
 4. The PRPHA's Board of Commissioners will participate in the training and PRPHA will offer the Residents' Council an overview of the training.
 5. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.
 6. The PRPHA shall complete all training for current PRPHA employees, contractors involved in resident services, and employees of the private management companies, within one hundred eighty (180) days of receipt of HUD's approval or comments.
 7. The PRPHA shall submit Quarterly Reports to HUD that include a summary of progress toward developing the training programs and the dates the training sessions were conducted. For each date, the PRPHA will indicate the number of persons trained and the general subject matter of the training.

K. PUBLICATION AND NOTICE

1. Within one hundred eighty (180) days following the completion of the PRPHA staff training referenced in Section IV. (J), above, the PRPHA shall disseminate to each head of household during the annual re-certification process, a notice that provides a description of this Agreement, a brief explanation of the Reasonable Accommodation Policy and the reasonable accommodation letter they will be receiving pursuant to Section IV. (F), above.
2. For the period of this Agreement, the PRPHA shall provide a refresher notice to each head of household at the time of annual re-certification. The PRPHA will provide each applicant with a copy of the most current notice. If a resident or applicant requires the notice in an alternate format, it must be provided in a format appropriate for the communication skills of the person. *See* 24 C.F.R. § 8.6.

V. REPORTING REQUIREMENTS

- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.
- B. For the purpose of this Agreement, the reporting materials must be directed to the following: (1) Ms. Candace Tapscott, Fair Housing Program Center Director, U.S. Department of Housing and Urban Development, Florida State Office, 909 S.E. First Avenue, Miami, Florida 33131; and, (2) Ms. Olga Saez, Acting Director, Public and Indian Housing, U.S. Department of Housing and Urban Development, Caribbean Area Field Office, 171 Carlos Chardon Avenue, Hato Ray, San Juan, Puerto Rico, 00918-0903.
- C. **Within thirty (30) days of the effective date of this Agreement**, PRPHA shall:
 - provide HUD with the names of the individuals it has designated or hired to serve as the acting VCA Administrator and the acting Section 504/ADA Coordinator, as referenced in Paragraphs IV. (A)(1) and (B)(3).
- D. **Within sixty (60) days of the effective date of this Agreement**, PRPHA shall:
 - submit a draft letter that will be distributed to all current PRPHA employees, including contractors and private management agents, as referenced in Paragraph IV. (I)(1). HUD will provide its approval, or comments, **within thirty (30) days of receipt**.
- E. **Within ninety (90) days of the effective date of this Agreement**, the PRPHA shall:
 - provide HUD with the position description for the Section 504/ADA Coordinator for HUD's review and approval, as referenced in Paragraph IV. (B)(2).

- F. **Within one-hundred eighty (180) days of the effective date of this Agreement,** PRPHA shall:
- hire or appoint a Voluntary Compliance Agreement Administrator, as referenced in Paragraph IV. (A)(1).
 - hire a qualified Section 504/ADA Coordinator, as referenced in Paragraph IV. (B)(1).
 - develop and submit the Existing Administrative Offices Accessibility Plan, as referenced in Paragraph IV. (D)(2). HUD will provide its approval, or comments, **within forty-five (45) days of receipt.**
 - adopt and implement the Reasonable Accommodation Policy, attached as Appendix C, and referenced in Paragraph IV. (F)(1).
 - submit its plan to computerize the Waiting List and Tenant List as referenced in Paragraph IV. (G)(1). HUD will provide its approval, or comments, **within thirty (30) days of receipt.**
 - amend its Five-Year Plan for Fiscal Years 2000-2004 to include and reflect all requirements of this Agreement, as referenced in Paragraph IV. (G)(2).
 - amend its ACOP, as referenced in Paragraph IV. (G)(3). HUD will provide its approval, or comments, **within forty-five (45) days of receipt.**
 - submit to HUD its amended Transfer Policy, as referenced in Paragraph IV. (G)(4). HUD will provide its approval, or comments, **within thirty (30) days of receipt.**
 - adopt and implement the Grievance Procedures, as referenced in Paragraph IV. (G)(6).
 - adopt and implement the Pet Policy, as referenced in Paragraph IV. (G)(7).
 - adopt and implement the Emergency Procedures, as referenced in Paragraph IV. (G)(8).
 - adopt and implement the Effective Communication Policy, as referenced in Paragraph IV. (H)(1).
 - develop an Educational Program for Current and New Employees, as referenced in Paragraphs IV. (J)(1) and (2). HUD shall provide its approval, or comments, **within thirty (30) days of receipt.** PRPHA will provide its New Employee Training to each new employee within **thirty (30) days** of the employee's entry date, as referenced in Paragraph IV. (J)(2)(b).
- G. **Within two-hundred seventy (270) days of the effective date of this Agreement,** PRPHA shall:
- submit its Section 504 Needs Assessment, as referenced in Paragraph IV. (E). HUD will provide its approval, or comments, within **forty-five (45) days of receipt.**
- H. **Within three-hundred sixty five (365) days of the effective date of this Agreement,** PRPHA shall:
- develop and submit its **UFAS-Accessible Unit Plan**, as referenced in Paragraph IV. (C)(2). HUD will provide its approval, or comments, **within forty-five (45) days of receipt** of *both* the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1).

- develop and submit its **Non-Housing Program Accessibility Plan**, as referenced in Paragraph IV. (D)(1). HUD will provide its approval, or comments, **within forty-five (45) days of receipt** of *both* the Non-Housing Program Accessibility Plan and UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2).
- I. **Within thirty (30) days following HUD’s approval of the UFAS-Accessible Unit Plan**, referenced in IV. (C)(2), above, PRPHA shall:
- commence the procurement process for the construction or conversion of the UFAS-Accessible Units, as referenced in Paragraph IV. (C)(1)(b).
 - commence the construction or conversion of five percent (5%) of its Total Housing Units, as delineated in Appendix A, UFAS-Accessible subject to the provisions of Paragraph IV. (C). The production of the UFAS-Accessible Units will occur at the rate of three-hundred three (303) units for the first two (2) years of this Agreement; and, at the rate of five-hundred (500) units per year for the third through seventh years of this Agreement.
- J. **Within thirty (30) days of the implementation of the Reasonable Accommodation Policy**, referenced in Paragraph IV. (F)(1), PRPHA shall:
- submit its draft reasonable accommodation letter to be distributed to all PRPHA residents, as referenced in Paragraph IV. (F)(3). HUD will approve or modify the draft reasonable accommodation letter **within ten (10) days of receipt**.
- K. **Within forty-five (45) days of HUD’s approval of PRPHA’s Needs Assessment**, referenced in Paragraph IV. (E), **HUD** shall:
- determine whether it will amend upward the percentage of units (five percent (5%)) as identified in Paragraphs IV. (C)(1) and (2), that the PRPHA must make UFAS-accessible. *See* Paragraph IV. (E)(4).
- L. **Within forty-five (45) days of HUD’s approval or comments on the proposed Employee Training**, the PRPHA shall:
- complete all training for current PRPHA employees, contractors involved in resident services, and employees of the private management companies, as referenced in Paragraph IV. (J)(6).
- M. **Within sixty (60) days following PRPHA’s completion of the new construction or alteration of an Administrative Office of the PRPHA**, as referenced in Paragraph IV. (D)(3), above, PRPHA shall:
- provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that the Administrative Office(s) comply with the requirements of UFAS, and, where applicable, the ADA Standards. *See* Paragraph IV. (D)(3)(e).
- N. **Within sixty (60) days following completion of the modifications at the PRPHA’s Regional Office, the Private Management Company Office, or the PRPHA’s Central Office**, PRPHA shall:
- provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that each of its Regional Offices, Private Management Companies’ offices, and the PRPHA’s Central

Office comply with the requirements of UFAS, and, where applicable, the ADA Standards. *See* Paragraph IV. (D)(2)(e), above.

- O. **Within sixty (60) days following HUD's approval of the letter to PRPHA employees**, referenced in IV. (I)(1), PRPHA shall:
- distribute the letter to all PRPHA employees, contractors and private management agents. Each new PRPHA employee, including contractors and private management agents, will receive a copy of this letter **within ten (10) days** of their entry date, as referenced in Paragraph IV. (I)(2).
- P. **Within ninety (90) days following PRPHA's completion of the UFAS-Accessible Units**, as referenced in Paragraph IV. (C) (1) and (2), above, PRPHA shall:
- provide written certification through a qualified, independent third-party architectural and/or engineering firm, approved by HUD, that the UFAS-Accessible Units, including accessibility to Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2002-01 (HA), and, where applicable, the ADA Standards. *See* Paragraph IV. (C) (4).
- Q. **Within ninety (90) days of the Department's approval of each of the following items**, as referenced in Paragraph IV. (C)(9), PRPHA shall publish *each* of the following on its website:
- 2003 Annual Plan, referenced in Paragraph IV. (G)(2);
 - Waiting List and Tenant List, referenced in Paragraph IV. (G)(1);
 - Admissions and Continued Occupancy Policy, referenced in Paragraph IV. (G)(3);
 - Transfer Policy, referenced in Paragraph IV. (G)(4);
 - Grievance Procedures, referenced in Paragraph IV. (G)(6);
 - Pet Policy, referenced in Paragraph IV. (G)(7);
 - Emergency Procedures, referenced in Paragraph IV. (G)(8);
 - Effective Communication Policy, referenced in Paragraph IV. (H);
 - Reasonable Accommodation Policy, referenced in Paragraph IV. (F);
- R. **Within one-hundred eighty (180) days of HUD's approval of the Amended ACOP**, as referenced in Paragraph IV. (G)(3)(a), PRPHA shall:
- fully implement the amended ACOP, as referenced in Paragraph IV. (G)(3)(b).
- S. **Within one hundred eighty (180) days following HUD's approval of the PRPHA's Needs Assessment**, as referenced in IV. (E), above, HUD shall:
- determine whether it will amend upward the percentage of units (five percent (5%)), as identified in Paragraphs IV. (C)(1) and (2), that PRPHA must make UFAS-Accessible. Paragraph IV. (E)(4).
- T. **Within one-hundred eighty (180) days of the completion of the staff training**, as referenced in Paragraph IV. (J), the PRPHA shall:
- disseminate a notice to each head of household as referenced in Paragraph IV. (K)(1).

- U. **Within one-hundred eighty (180) days of receipt of HUD's approval or comments to the employee education program referenced in Paragraph IV. (J),** the PRPHA shall:
- Complete all training for current PRPHA employees, including contractors involved in resident services, and employees of the private management companies. *See* Paragraph IV. (J)(6).
- V. **By March 1, 2004,** the PRPHA shall:
- submit the Administrative Offices Accessibility Plan for the Private Management Companies' offices, as referenced in Paragraph IV (D)(2). HUD will provide its approval, or comments, **within forty-five (45) days of receipt.**
- W. **By October 31, 2004,** the PRPHA shall:
- complete implementation of the computerized Waiting Lists and Tenant Lists, as referenced in Paragraph IV. (G)(1).
- X. **Beginning one (1) year after the effective date of this Agreement and for the duration of this Agreement,** PRPHA shall maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, and grievance process materials, as referenced in Paragraph IV. (D). Upon request, PRPHA also will make these records available for inspection to appropriate Department employees.
- Y. **Within seven (7) years of the effective date of this Agreement, or no later than August 31, 2010,** the PRPHA shall demonstrate the completion of the construction or conversion of 2,803 Total Housing Units, as described in Paragraph IV. C (1), above. The annual production of UFAS-Accessible Units will occur at the following rate:
- at least three-hundred three (303) units by **August 31, 2005;**
 - five-hundred (500) additional units by **August 31, 2006;**
 - five-hundred (500) additional units by **August 31, 2007;**
 - five-hundred (500) additional units by **August 31, 2008;**
 - five-hundred (500) additional units by **August 31, 2009;** and,
 - five-hundred (500) additional units by **August 31, 2010.**
- Z. **At time of lease-up or re-certification of every UFAS-Accessible unit,** PRPHA shall:
- execute a Lease Addendum that requires a family without a resident with a disability to relocate to a non-accessible unit within thirty (30) days of a notice by PRPHA that there is an eligible applicant or existing resident with a disability who requires the features of that unit, as referenced in Paragraph IV. (G)(5).

AA. **For the duration of the Agreement**, PRPHA shall:

- submit its **Future Administrative Offices Accessibility Plan**, referenced in Paragraph IV. (D)(3), above, for HUD's review and approval. HUD will provide its approval, or comments, **within forty-five (45) days of receipt**.
- update its Waiting List, as referenced in Paragraph IV. (G)(1), on its website every thirty (30) days. *See* Paragraph IV. (G)(9).
- maintain attendance logs for each training session conducted for current and new PRPHA employees, as referenced in Paragraph IV. (J)(5).
- provide a refresher notice, as referenced in Paragraph IV. (K)(1), to each head of household at the time of annual re-certification that describes this Agreement and a brief explanation of the Reasonable Accommodation Policy. *See* Paragraph IV. (K)(2).

BB. **Quarterly Reports**:

- (1) **Beginning July 31, 2005, and at quarterly intervals for the duration of the Agreement (i.e., October 31, 2005; January 31, 2006; April 30, 2006, July 31, 2006 etc.)**, PRPHA shall provide HUD with its quarterly UFAS-Accessible Unit report, as referenced in Paragraph IV. (C)(4) and (C)(5).
- (2) **Beginning one hundred twenty (120) days of the effective date of this Agreement and until PRPHA submits its completed Needs Assessment, as referenced in Paragraph IV. (E)**, PRPHA shall provide HUD with a Quarterly Status Report describing the efforts in conducting and completing its Section 504 Needs Assessment.
- (3) **Beginning July 31, 2005, and at quarterly intervals for the duration of the Agreement (i.e., October 31, 2005; January 31, 2006; April 30, 2006, July 31, 2006 etc.)**, PRPHA shall provide HUD with quarterly reports that document the reasonable accommodation requests or inquiries from residents, as referenced in Paragraph IV. (F)(4).
- (4) **Beginning July 31, 2005, and at quarterly intervals for the duration of the Agreement (i.e., October 31, 2005; January 31, 2006; April 30, 2006, July 31, 2006 etc.)**, PRPHA shall provide HUD with its quarterly reports that reflect the private management companies' implementation of the lease addendum provisions referenced in Paragraph IV. (G) (4)(c) and (5).
- (5) **Beginning July 31, 2005, and at quarterly intervals for the duration of the Agreement (i.e., October 31, 2005; January 31, 2006; April 30, 2006, July 31, 2006 etc.)**, PRPHA shall provide HUD with its quarterly reports that summarize the progress toward developing the educational program and the dates the trainings were conducted, as referenced in Paragraph IV. (J).

- (6) **During the first year after the effective date of this Agreement**, HUD shall conduct quarterly meetings with PRPHA to review PRPHA's progress in complying with the requirements of the VCA. Thereafter, HUD and PRPHA shall conduct annual meetings to review the progress of the VCA.

VI. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, PRPHA shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance and the manner in which each application is resolved.
- B. During the term of this Agreement, PRPHA shall maintain all PRPHA resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to PRPHA's implementation of the Section 504 and ADA requirements of this Agreement.
- C. During the term of this Agreement, PRPHA shall maintain files containing documentation of its efforts to meet the obligations of PRPHA's: (1) UFAS-Accessible Unit Rate Plan; (2) Non-Housing Program Accessibility Plan; (3) Administrative Offices Accessibility Plan(s); and, (4) Needs Assessment.
- D. PRPHA shall maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, and grievance process materials during the duration of this Agreement. Beginning one (1) year after the effective date of this Agreement, PRPHA shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, PRPHA also will make these records available for inspection to appropriate Department employees.

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A. HUD will monitor PRPHA's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and PRPHA will meet quarterly to discuss the PRPHA's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with PRPHA's Administrator, Voluntary Compliance Agreement Administrator, Section 504/ADA Coordinator, and/or other appropriate PRPHA personnel, with notice to the Administrator, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that PRPHA fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.

- C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of PRPHA under this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. Upon a finding of non-compliance, HUD will provide PRPHA with a written statement specifying the facts of the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance; or, in the alternative, an opportunity to negotiate in good faith HUD's findings of non-compliance. However, if the Department determines that PRPHA has not satisfactorily resolved the findings of non-compliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.
1. Any act(s) or omission(s) by an PRPHA employee who violates the terms of this Agreement may serve as grounds for HUD's imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
 2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) with respect to some or all of PRPHA's functions.
 3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's withholding some or all of PRPHA's Capital Fund Program funding. 24 C.F.R. § 968.335.
 4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny PRPHA high performer status. 24 C.F.R. § 901.115(e).
 5. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
 6. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
 7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.

- B. The acts set forth in this Section VIII are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

IX. SIGNATURES

For the Puerto Rico Public Housing Administration:

Carlos Laboy
Administrator

Date

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

David H. Enzel
Deputy Assistant Secretary for
Enforcement and Programs
Office of Fair Housing and
Equal Opportunity

Date

William Russell
Deputy Assistant Secretary for
Office of Public Housing and
Voucher Programs

Date