



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

**SECTION 504**

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

**Hawaii Disability Rights Center**  
(Complainant)

**and**

**Hawaii Public Housing Authority**  
**Mr. Hakim Ouansafi, Executive Director**  
(Recipients)

Approved by the FHEO Regional Director on behalf of the United States Department of Housing  
and Urban Development

HUD Case Number: 09-16-0001-4

CASE NAME: Hawaii Disability Rights Center v. Hawaii Public Housing Authority, Mr. Hakim  
Ouansafi

**Effective Date of Agreement: 11 July 2018**

**Expiration Date of Agreement: 11 July 2021**

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION.....	3
II. DEFINITIONS.....	3
III. GENERAL PROVISIONS.....	7
IV. SPECIFIC PROVISIONS.....	10
V. REPORTING AND RECORDKEEPING REQUIREMENTS.....	12
VI. IMPLEMENTATION, MONITORING, AND ENFORCEMENT.....	12
VII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT.....	13
VIII. SIGNATURES.....	15

## I. INTRODUCTION

The Hawaii Public Housing Authority (“HPHA”) operates a statewide low-income public housing program that receives Federal financial assistance from the United States Department of Housing and Urban Development (the “Department” or “HUD”). The Department, pursuant to its law enforcement responsibilities under the authorities of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended, 29 U.S.C. 794, and HUD’s implementing regulations at 24 CFR Part 8, investigated a complaint filed on August 16, 2016, by the Hawaii Disability Rights Center (“HDRC”) alleging that HPHA, and its Executive Director Mr. Hakim Ouansafi (“Executive Director Ouansafi”), solely in his official capacity as Executive Director, failed to meet HUD’s requirements for the appropriate percentage of accessible units established by federal policies and regulations. It was also alleged that HPHA and Executive Director Ouansafi (Collectively “Recipients”) failed to provide HDRC (“Complainant”) with copies of Recipients’ Self-Evaluations and Transition Plans (“Reports”).

The Department’s investigation revealed what it believed to be deficiencies related to non-compliance with the requirements of the Uniform Federal Accessibility Standards in the designated accessible units sampled by HUD, as well as in common areas and access ramps at the complexes surveyed by HUD. On October 16, 2017, the Department issued its Letter of Findings (“LOF”) of non-compliance with Section 504. Recipients disputed and did not agree with the findings, and by letter dated November 17, 2017, requested a review of the LOF. After considering Recipients’ claims, concerns, and contentions; the investigative record; and supplemental information the reviewing Civil Rights Official sustained the Department’s findings of noncompliance. On February 1, 2018, the reviewing Civil Rights Official issued a Formal Letter of Determination (“LOD”) of noncompliance pursuant to 24 C.F.R. § 8.56 (h)(3). The LOD constitutes the Department’s final determination regarding the Section 504 allegations, but only applies to those allegations and findings in the subject case and is not a determination of Recipients’ compliance or noncompliance in any other respect.

This Voluntary Compliance Agreement does not constitute an admission or acceptance by Recipients of the findings contained in the Department’s LOF or LOD. Rather, in settling this complaint Recipients continue to deny all allegations of noncompliance, and maintain that where applicable, they have designated and used the 2010 Americans with Disabilities Act Standard for Accessible Design (“2010 ADA Standards”), which significantly reduces the alleged number of deficiencies. Recipients agree to enter into this Agreement to fulfill their obligations as Recipients of Federal financial assistance and to work cooperatively with the Department to resolve any issues and potential disputes in a manner that is in the best interest of the public, and all participants in Recipients’ public housing program, especially persons with disabilities.

## 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”), 24 C.F.R. §§ 8.3 and 8.32, and where applicable, the 2010 Americans with Disabilities Act Standards for Accessible Design (“2010 ADA Standards”) for buildings constructed or altered on or after March 15, 2012. Housing structures and non-housing programs may further be regarded as accessible if these satisfy the 2010 ADA Standards, except for specific elements which must still meet the scoping requirements of UFAS, as defined in HUD’s May 23, 2014 Notice in the Federal Register, “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities,” Docket No. FR–5784–N–01. See 79 Fed. Reg. 29.671.29.676 (May 23, 2014). This Notice shall be controlling and will apply until HUD formally revises it and adopts an alternate accessibility standard. The accessibility requirements described herein shall be applied in a way which fosters and furthers at all times the health and safety standards of HUD’s housing programs, including but not limited to the Housing Quality Standards (HQS) and the Real Estate Assessment Center (REAC) physical inspections.

Accessibility Assessment/Survey Consultants – All or any qualified firm(s) or individual(s), whether private or state, selected by HPHA to conduct Accessibility Surveys of HPHA’s public housing properties and non-housing facilities, and to develop HPHA’s Needs Assessments, Self-Evaluations, and Transition Plans during the duration of this VCA.

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

Accessibility Surveys – On-site physically measurements and analysis performed by a licensed professional third-party, preferably an architectural and/or engineering firm, that will verify or certify through issuing a written professional report evaluating HPHA’s compliance with applicable accessibility standards (UFAS, the Fair Housing Act’s Design Manual, the Architectural Barriers Act, and whenever applicable the ADA’s Accessibility Standards along with HUD’s notice No. FR– 5784–N–01), and HPHA’s compliance with the terms of this Agreement.

Agreement – This Voluntary Compliance Agreement (“VCA” or “Agreement”) entered into by and between Recipients, the Department, and Complainant.

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

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.

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

Dwelling Unit/Housing Unit/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 on which it is approved by the FHEO Regional Director or her designee in Section VIII.

Needs Assessments – On a public housing authority-wide basis, HPHA shall assess the needs of current tenants and applicants on its waiting list for accessible units and the extent to which such needs have not been met or cannot reasonably be met within three years through development, alterations otherwise contemplated, or other programs administered by HPHA (e.g., Section 8 Moderate Rehabilitation or Section 8 Existing Housing or Housing Vouchers). If HPHA or HUD determines that information regarding the availability of accessible units has not been communicated sufficiently so that, as a result, the number of eligible qualified individuals with disabilities on the waiting list is not fairly representative of the number of such persons in the area, HPHA's assessment shall include the needs of eligible qualified individuals with disabilities in the area. If HPHA determines, on the basis of such needs assessments, that there is no need for additional accessible dwelling units or that the need is being or will be met within three years through other means, such as new construction, Section 8 or alterations otherwise contemplated, no further action will be required by the HPHA under this Section of the Agreement. If HPHA determines, on the basis of its needs assessments, that alterations to make additional units accessible must be made so that the needs of eligible qualified individuals with disabilities may be accommodated proportionally to the needs of non-disabled individuals in the same categories, then HPHA shall include such alterations in its Transition Plans to achieve program accessibility. HPHA shall complete its Needs Assessments and Transition Plans as expeditiously as possible, but in any event no later than two years from the execution of this Agreement. HPHA shall complete structural changes necessary to achieve program accessibility as soon as possible but in any event no later than two years from the execution of this Agreement. The Department may extend the two-year period for a period not to exceed one year in the event that a determination is made that compliance within that period would impose undue financial and administrative burdens on the operation of HPHA's public housing program. The Department may further extend this time period in extraordinary circumstances, for a period not to exceed one year.

Non-Housing Programs – All or any HPHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, 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, entrances, elevators, the HPHA offices (including the HPHA's Administrative Offices located at 1002 North School Street), community center including restrooms, corridors, hallways, meeting rooms, recreation rooms, senior citizen center including restrooms, social services offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the HPHA, policies, administrative procedures, services, and non-tangible matters whose operations contribute to the application for housing, full enjoyment of housing, and full participation in the HPHA's housing programs. To the extent that entrances, elevators, and common area 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.

HPHA – The Board of Directors, Executive Director, officers, directors, agents including contractors, consultants, state and private management agents, branch chiefs, employees and successors or assigns of the Hawaii Public Housing Authority which is a state agency organized under the laws of the state of Hawaii, and has a total of 5,942 public housing units.

Programs – Any aid, benefit or service provided by HPHA, policies, administrative procedures, services, and non-tangible matters whose operations contribute to the application for housing, full enjoyment of housing, and full participation in any of HPHA’s housing programs.

Projects/Developments – The whole of one or more HPHA-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. Includes mixed income, mixed finance communities that are owned by public/private partnerships formed with HPHA, such as Low-Income Housing Tax Credits, including public housing units that receive Federal assistance from the Department and other state public housing properties and units that do not receive a public housing subsidy from HUD.

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.

Self-Evaluations – After consultation with interested persons, including individuals with disabilities and organizations representing individuals with disabilities, Recipients shall: (1) Evaluate HPHA’s current policies and practices to determine whether, in whole or in part, they do or do not meet the requirements of Section 504; (2) Modify any of HPHA’s policies and practices that do not meet the requirements of Section 504; and (3) Take appropriate corrective steps to remedy any noncompliance revealed by HPHA’s evaluations.

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.

Transition Plans –When structural changes to facilities will be undertaken to achieve program accessibility, HPHA shall develop plans (Transition Plans) setting forth the steps necessary to complete such changes and the actions which will be taken in the interim to ensure compliance with Section 504. The plans shall be developed with the assistance of interested persons,

including individuals with disabilities and organizations representing individuals with disabilities. A copy of HPHA's Transition Plans shall be made available for public inspection. The plans shall, at a minimum: (1) Identify physical obstacles in HPHA's facilities that limit the accessibility of its programs or activities to individuals with disabilities; (2) Describe in detail the methods that will be used to make the facilities accessible; (3) Specify the schedule for taking the steps necessary to achieve compliance with Section 504 and, when the time period of the Transition Plans are longer than one year, identify steps that will be taken during each year of the transition period to ensure compliance with Section 504 by other methods beyond structural changes to existing facilities; (4) Indicate the official responsible for implementation of the Transition Plans; and (5) Identify the persons or groups with whose assistance the Transition Plans were prepared.

UFAS – Effective July 11, 1988, the design, construction, or alteration of buildings to ensure that they are in conformance with the Uniform Federal Accessibility Standards (“UFAS”), usable by individuals with disabilities and compliant 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 a route that complies with the definitions of an Accessible Route, as defined in this Agreement and UFAS. The unit can be approached, entered and used by individuals with disabilities, including individuals who use wheelchairs. In conformity with the UFAS requirement at § 4.34(15)(c), at least two bedrooms in dwelling units with two or more bedrooms must be made accessible and located on an accessible route. See Notice PIH 2010-26 (HA), issued on July 26, 2010. Furthermore, additional bathrooms in dwellings covered by the accessibility requirements of the Fair Housing Act must be made usable pursuant to the requirements of Chapter 7, Part B of the Fair Housing Act's Design Manual. As with HPHA's existing housing programs, HPHA's Non-Housing Programs must also be accessible unless HPHA can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable and would create an undue financial and administrative burden. A UFAS-Accessible Unit further means a dwelling unit that is designed, constructed, altered or adapted to comply with the 2010 ADA Standards, except for specific elements which must still meet the technical requirements of UFAS, as established in HUD's May 23, 2014 Notice No. FR-5784-N-01. This Notice shall control and apply until HUD formally revises it and adopts an alternate accessibility standard.

### **III. GENERAL PROVISIONS**

1. This Agreement shall govern the conduct of the HDRC, HPHA, Executive Director Ouansafi, the Department (collectively the “Parties”), and their successors for a period of three (3) years from the effective date of the Agreement for the purposes of executing HPHA's Accessibility Surveys, Needs Assessments, Self-Evaluations, and Transition Plans.
2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law, nor a Voluntary Agreement pursuant to Section 504, unless

and until such time as it is approved by the Department, through the Office of Fair Housing and Equal Opportunity ("FHEO") Regional Director or her designee.

3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or her designee.
4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or forced to become a party to this Agreement.
5. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by FHEO Regional Director or her designee.
6. Recipients acknowledge that Section 504 of the 1973 Rehabilitation Act ("Section 504") provides that no otherwise "qualified individual with handicaps" (disability) as defined at 24 CFR § 8.3 shall, solely by reason of his or her handicap be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Recipients receive federal financial assistance and are obligated to comply with the requirements of Section 504. Recipients agree to comply with the provisions of Section 504 of the 1973 Rehabilitation Act, and as outlined in 24 CFR part 8.
  - a. 24 CFR Part 8, Section 8.6 (a)(1)(2)-Communications. The Regulation requires that Recipients shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public to include telecommunication devices for deaf person (TDD's) or equally effective communication systems.
  - b. 24 CFR Part 8, Section 8.53(a)-Designation of responsible employee (Section 504 Coordinator). The Regulation requires that Recipients that employ 15 or more persons shall designate at least one (1) person to coordinate its efforts to comply with this Part.
  - c. 24 CFR Part 8, Section 8.53(b)-Adoption of grievance procedures. The Regulation requires that Recipients that employ fifteen (15) or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this Part.
  - d. 24 CFR Part 8, Section 8.54(a)-Notice. The Regulation provides that Recipients that employ fifteen (15) or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap.



7. Recipients shall, within thirty (30) days of the execution of this Agreement, provide the Department with documentation which demonstrates compliance with the Section 504 regulations listed in paragraph 6, a through d.
8. It is understood that Recipients deny any violation of the law, as alleged by Complainant, and that this Agreement does not constitute an admission by Recipients, nor constitute evidence of a determination by the Department of any violation of Section 504.
9. The parties hereby agree that nothing in this Agreement shall be construed to be a final finding or determination by the Department that Recipients or any of its agents or employees intentionally or unintentionally engaged in any unlawful practices that had the effect of illegally discriminating on the basis of disability in violation of Section 504.
10. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504 or any other Federal, state or local civil rights statute or authority with respect to any current, on-going or future actions, nor does it create any private right of action for any person or class of persons not a party to this Agreement.
11. This Agreement, after it has been approved by the FHEO Regional Director or her designee, is binding upon Recipients, their employees, heirs, successors and assigns and on all others in active concert with it in the ownership or operation of the Hawaii Public Housing Authority.
12. Upon the effective date of this Agreement, this VCA is a public document. A copy of the Agreement and all reporting data Recipients generate to comply with this Agreement shall be made available to any person upon request in accordance with the law.
13. 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.
14. This Agreement does not affect any requirements for Recipients to comply with all requirements of Section 504, Title VI, the ADA and/or the Fair Housing Act not addressed in this Agreement.
15. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Recipients made pursuant to Section 504, or any other complaint within the Department's jurisdiction.
16. This Agreement does not affect the ability of HUD or Recipients to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
17. Complainant hereby forever waives, releases, and covenants not to sue the Department or Recipients, their heirs, executors, assigns, agents, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature,

whether presently known or unknown, arising out of the subject matter of HUD Case Number: 09-16-0001-4, which could have been filed in any action or suit arising from said subject matter.

18. Recipients hereby forever waive, release, and covenant not to sue the Department or Complainant, their heirs, executors, successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Number: 09-16-0001-4, which could have been filed in any action or suit arising from said subject matter.

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

##### **A. Accessibility Assessment/Survey Consultant**

19. Within 15 days of the execution of this Agreement, Recipients shall submit to the Department the name, qualifications, and experience of the Accessibility Assessment/Survey Consultant, individual or firm, with experience with accessibility whom Recipients propose to contract with to perform the Needs Assessments, Accessibility Assessments/Surveys, Self-Evaluations, and Transition Plans to meet the requirements of this Agreement. The Department will make a good faith effort to approve or disapprove the prospective Consultant within 30 days following Recipients' submission. Recipients will make a good faith effort to negotiate and execute a contract for services with the approved Consultant within 30 days of HUD's approval.
20. Recipients will submit for the Department's approval the timeline and survey instruments to be used by the Consultant within 30 days after execution of the contract with the Consultant; the Department will provide its approval, or comments, within fifteen (15) days after receipt. If the Department does not approve the Consultant's timeline and survey instrument Recipients will have 15 days to submit a revised timeline and survey instrument for the Department's review. If the Department does not approve the Consultant's revised timeline and survey instrument, the Department will provide a timeline and UFAS survey instrument to Recipients for use by the Consultant.

##### **B. Needs Assessments**

21. Within 180 days after HUD approval of the Consultant's timeline and survey instrument, Recipients shall have Needs Assessments completed, pursuant to the requirements found at 24 CFR § 8.25 to assess the needs of current tenants living at HPHA's projects and developments and applicants on HPHA's waiting lists for accessible units; to ensure adequate distribution of accessible units as required by 24 CFR § 8.26; and to ensure proper and maximum utilization of accessible units as required by 24 CFR § 8.27. Recipients shall provide Complainant and the Department copies of the Needs Assessments 30 days after completion.

22. In the execution of said Needs Assessments and other requirements of this Agreement, Recipients are reminded of their limited English proficient (LEP) obligations under Title VI of the Civil Rights Act of 1964 as clarified in the Federal Register on January 22, 2007 (72 FR 2731-2754). Both Recipients and their sub-recipients (i.e., when federal funds pass through Recipients to sub-recipients) are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to Recipients' programs and activities.

### **C. Accessibility Surveys**

23. Within 210 days after HUD approval of the Consultant's timeline and survey instrument, Recipients shall have Accessibility Surveys conducted of all its designated accessible units to identify any non-compliant physical barriers, and conduct Accessibility Surveys of common areas and elements, including non-housing facilities, to identify physical barriers to persons with mobility impairments in HPHA's projects and developments in its entire low income public housing program. Recipients shall address the removal of any non-compliant barriers and structural modifications found necessary by said Accessibility Surveys in HPHA's Transition Plans, referenced below in Section 24 of this Agreement. Recipients shall provide the Department copies of the Accessibility Surveys 30 days after completion.

### **D. Self-Evaluation and Transition Plans**

24. Within 240 days after HUD approval of the Consultant's timeline and survey instrument, and after completion of the Needs Assessments referenced above in Section 21 of this Agreement, and completion of the Accessibility Surveys referenced above in Section 23 of this Agreement, Recipients shall finalize HPHA's draft Self-Evaluations and Transition Plans by: (1) Incorporating the findings from the Needs Assessments in HPHA's Self-Evaluations; (2) Addressing the removal of any non-compliant features and physical barriers in designated accessible units, common areas and elements in HPHA's projects and developments, including non-housing facilities identified in the Accessibility Surveys of HPHA's entire low income public housing program, in HPHA's Transition Plans, and which shall be completed by Recipients within three years; (3) Consulting affirmatively with interested persons, current tenants, other individuals with disabilities and organizations representing individuals with disabilities; and (4) Including input from said persons and groups on the need for accessible units by bedroom sizes and housing type (i.e. single family or multi-family), geographical area, and by occupancy type (i.e. family, elderly, elderly/disabled) in HPHA's Transition Plans.

### **E. Methods of Achieving Compliance**

25. Recipients' Transition Plans may indicate the various methods found at 24 CFR § 8.21 and 24 CFR § 8.24 or by other methods that Recipients select to achieve Section 504 compliance in HPHA's programs and activities. Recipients are not required to make structural changes in existing projects and developments where other methods are effective in achieving compliance with the Section 504 requirements and the requirements of this Agreement. In choosing among available methods for meeting the Section 504 requirements and the requirements of this Agreement, Recipients shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.
26. Recipients are reminded that any repositioning efforts undertaken (demolition, redevelopment under choice neighborhood implementation grants, mixed finance or other programs, etc.) are required to meet the applicable accessibility standards along with meeting the accessibility and disability related needs for existing program participants (i.e., reasonable accommodations).

### **F. Publications and Notice**

27. Within 270 days after HUD approval of the Consultant's timeline and survey instrument, Recipients shall provide Complainant and the Department with copies of Recipients' completed Self-Evaluations and Transition Plans, referenced above in Section 23 and 24 of this Agreement. Recipients shall also make said completed Self-Evaluations and Transition Plans available to the public, as required by 24 CFR § 8.25 and § 8.51. During the three-year period when Recipients are removing any non-compliant physical barriers in designated accessible units, common areas and elements in HPHA's projects and developments, including non-housing facilities in HPHA's low income public housing program, Recipients shall provide the Department with quarterly reports outlining such activity.

## **V. REPORTING AND RECORDKEEPING REQUIREMENTS**

28. All required verifications, certifications, reports, and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development  
Honolulu Fair Housing and Equal Opportunity Field Office  
ATTENTION: Mr. Jelani M. Madaraka, Lead Civil Rights Analyst  
1132 Bishop, Suite 1400  
Honolulu, HI 96813

## **VI. IMPLEMENTATION, MONITORING, AND ENFORCEMENT**

29. The Department shall monitor compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may inspect the Recipients' property, examine witnesses, and copy pertinent records of Recipients. Recipients agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.
30. During the first year after the effective date of this Agreement, the Department and Recipients will meet at least twice a year to discuss HPHA's progress towards meeting requirements of this Agreement. Moreover, at its discretion, the Department may convene additional meetings, with notice to Recipients, to discuss progress with implementing the terms of this Agreement.
31. In the event that Recipients fail to comply with any condition or timeframes under this Agreement, the Department shall enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD, including referring the matter to the Department of Justice for the initiation of civil action in federal court.

## **VII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT**

32. 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 Recipients with a written statement specifying the facts of the alleged noncompliance and a reasonable opportunity to resolve or cure the alleged non-compliance or in the alternative, an opportunity to negotiate in good faith to cure HUD's findings of noncompliance. However, if the Department determines that Recipients have 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:
  - (a) Any act(s) or omission(s) by a HPHA 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.
  - (b) 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 HPHA's functions.
  - (c) 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 HPHA's Capital Fund Program funding as specified in 24 C.F.R. § 968.335.
  - (d) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny HPHA high performer status under 24 C.F.R. § 901.115(e).

- (e) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for declaring HPHA ineligible to receive funding under any Notice of Funding Availability (NOFA) for competitive grants.
- (f) Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek in federal court specific performance, the redress of violations of any or all of the provisions of this Agreement.
- (g) 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.
- (h) Any act(s) or omission(s) that violates the terms of this Agreement may serve as ground for the Department to conduct a compliance review under Section 504, the ADA, the Fair Housing Act or other appropriate statutory or regulatory authority.
- (i) Any act(s) or omission(s) that violates the terms of this Agreement may result in the application of other sanctions specified in the annual contributions contract, civil rights statutes, case law or federal regulations not expressly enumerated herein but which govern HPHA's housing programs due to HUD's provision of financial assistance.

33. The acts set forth in this Section are not mutually exclusive, and the Department has the right to pursue any or all of these remedies as well as any other remedies available under relevant laws.

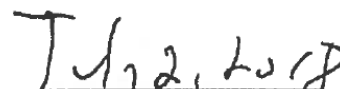
## VIII. SIGNATURES

By affixing their signatures, Complainant and Recipients certify having reviewed, approved and accepted the terms and conditions of this Agreement.

### On behalf of the Hawaii Disability Rights Center:

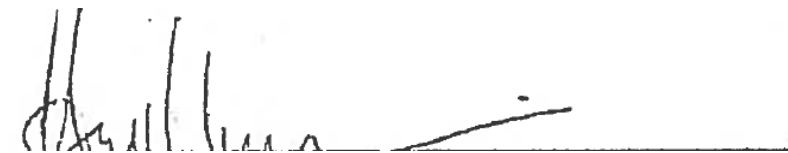


Louis Erteschik  
Executive Director  
Hawaii Disability Rights Center



July 2, 2018  
Date

### On behalf of Recipients, HPHA and Executive Director Hakim Ouansafi:



Hakim Ouansafi  
Executive Director  
Hawaii Public Housing Authority



July 06 2018  
Date

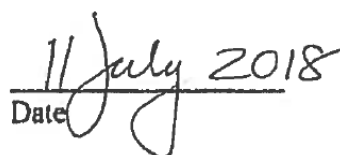
### On behalf of the U.S. Department of Housing and Urban Development:

This signature attests to the approval of this Voluntary Compliance Agreement



Anné Quesada  
Regional Director

Anné Quesada  
Regional Director  
Office of Fair Housing and Equal Opportunity,



11 July 2018  
Date