



Voluntary Compliance Agreement

Between

United States Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity

and

M.J. Consulting & Development, Inc.

Rio Plata Housing, LLC

Desarrolladora Rio Plata, Inc.

Rio Plata Development

Puerto Rico Housing Finance Authority

Under

Section 504 of the Rehabilitation Act of 1973

Title II of the Americans with Disabilities Act of 1990

HUD CASE NUMBERS:

02-20-0030-4 (Section 504) and 02-20-0016-D (ADA)

I. PARTIES AND JURISDICTION

1. The Parties to this Agreement are the U.S. Department of Housing and Urban Development (HUD) and M.J. Consulting & Development, Inc., Rio Plata Housing, LLC, Desarrolladora Rio Plata, Inc., Rio Plata Development (collectively referred to as “Respondent Rio Plata” hereinafter unless otherwise noted), and Puerto Rico Housing Finance Authority (Respondent PRHFA).
2. Respondent Rio Plata owns, operates, and manages directly or through contractual or other arrangements the affordable housing development “Rio Plata,” which was awarded funding through the Housing Trust Fund (HTF), a type of federal financial assistance, administered by Respondent Puerto Rico Housing Finance Authority (PRHFA), and also receives project-based rental assistance, another form of federal financial assistance. Respondents includes any officers, directors, agents (including contractors), employees, successors, assigns, subrecipients, and Property Management Agents, such as Respondent M.J. Consulting & Development, Inc., which has been managing Rio Plata Development since 2001. Respondent is a recipient of federal financial assistance from HUD, as defined at 24 C.F.R. § 8.3, and is subject to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (Section 504). Respondent PRHFA is also a public entity subject to the requirements of Title II of the Americans with Disabilities Act (ADA), and its implementing regulations, 28 C.F.R. part 35. *See* 28 C.F.R. § 35.104. Respondents are required to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act).

II. BACKGROUND

3. This Agreement arises from an administrative complaint¹ that was filed on February 25, 2020 alleging discrimination by the Respondents and a compliance review of accessibility barriers at Rio Plata that was conducted by HUD’s Office of Fair Housing and Equal Opportunity (FHEO). Respondent PRHFA previously entered a Voluntary Compliance Agreement with HUD in August 2017 to resolve inaccessibility in the affordable housing programs it administers, including the HTF. *See* Conciliation Agreement and Voluntary Compliance Agreement Between the United States Department of Housing and Urban Development and Karla Velez Martinez and Villas de Mayaguez Apartments, et al (FHEO Case Numbers: Title VIII: 02-17-5666-8; ADA: 02-17-0012-D; Section 504: 02-17-0016-4), Aug. 23, 2017 (hereinafter, “2017 VCA-CA”). Rio Plata was listed as a covered development in the 2017 VCA-CA and was required to undertake certain actions because of its

¹ The complaint filed with HUD refers to a complaint filed pursuant to 42 U.S.C. § 3610(a)(1)(A) (The Fair Housing Act). The complaint was also filed pursuant to Section 504, 24 C.F.R. § 8.56(c), and the ADA, 28 C.F.R. §§ 35.170, 35.190(b)(4).

receipt of federal financial assistance from PRHFA. HUD's Office of General Counsel also notified Respondents of their accessibility obligations in a letter sent to Respondents on August 13, 2020.

4. Respondent Rio Plata submitted an application through a Notice of Funding Availability published by Responded PRHFA in 2018 for HTF funds for purposes of rehabilitating Rio Plata. Respondent Rio Plata was awarded \$1,783,086.53 in HTF funds from Respondent PRHFA, and was subsequently awarded an additional \$717,218.47 in HTF funds that will be added to Respondent's IDIS account on the Effective Date of this Agreement, for a total of \$2,500,305.00 in HTF funds. As of the date of this Agreement, HUD and Respondent PRHFA have allowed Respondent Rio Plata to make a single draw for Invoice Number 819 for the amount of \$1,700.00 relating to an inspection by D.C. Engineering Services, P.S.C. to ensure that Respondent Rio Plata did not lose the full allocation of HTF funds. However, Respondent Rio Plata is not permitted to draw down any such funds because, PRHFA and HUD allege, Respondent Rio Plata had refused to provide the legally required number of designated accessible units for individuals with mobility impairments during the course of the rehabilitation. Because of its obligations under the 2017 VCA, Respondent PRHFA contacted HUD upon learning of Respondent Rio Plata's refusal to meet the required federal accessibility requirements. Respondent Rio Plata disputes the allegations; nonetheless Respondent Rio Plata enters into this Agreement to fully resolve this matter.
5. During the course of HUD's investigation of the issue brought to it by Respondent PRHFA, Complainant filed the complaint this Agreement resolves, which alleged violations of the Fair Housing Act, Section 504, and the ADA. Complainant is an individual with a mobility impairment who has been residing primarily on the first floor of her two-story townhome at Rio Plata due to her disability since approximately 2014. Complainant has not been able to access the second floor of her unit entirely since December 2019 due to the lack of strength in her legs. The first floor of Complainant's units contains no bathroom or bedroom, as such her family has placed her bed, medicines, portable commode, bath towel and other belongings by her living room. The Complainant indicated that her daughters bring her the portable commode when she needs it for her biological functions. Complainant advised HUD that her daughters have to use a pail to bathe her by her bedside. She stated that there are no ramps close to the enclosed driveway in order to reach a vehicle of one of her relatives. Either Complainant's daughters or grandchildren have to hold her under her armpits in order to assist her to exit the unit and board a relative's vehicle. In addition, Complainant's mailbox is about a walking distance of 10 minutes from her residence. Therefore, Complainant's daughters or grandchild has to pick up her correspondence. During the time that Complainant was still able to access the second floor of her unit, prior to her 2014 fall that exacerbated her mobility impairments, she nonetheless could not safely bathe without assistance. Complainant

communicated to HUD a lack of grab bars around the toilet and the height of the bathtub made access challenging if not impossible for her to achieve without assistance. Following the filing of the complaint, Respondent Rio Plata installed grab bars in Complainant's unit at her request and have offered other modifications to ensure Complainant's unit is accessible and will provide Complainant with the first available mobility accessible unit following the completion of necessary retrofits, as defined herein. On January 29, 2021, Complainant passed away. The Complainant's estate will recover some damages under this Agreement. Given the unique circumstances relating to Complainant's death and the compensation of the estate, HUD is resolving this matter pursuant to its authority under Section 504 and the ADA and upon full execution of this Agreement, HUD will take no further action on the administrative complaint filed under the Fair Housing Act, 02-20-5190-8 (Fair Housing Act) and will administratively close the complaint, as this Agreement obtains relief sufficient to resolve the administrative complaint and HUD's compliance review pursuant to Section 504 and the ADA. Following the full execution of this Agreement, HUD will provide proper notification to all interested parties to the administrative complaint filed under the Fair Housing Act of its disposition.

6. Respondent Rio Plata is alleged to have violated Section 504 of the Rehabilitation Act of 1973, as amended, and its implementing regulations, 24 C.F.R. part 8, including 24 C.F.R. §§ 8.4(b), 8.20-27, 8.32, 8.33, 8.50, and 8.51; the Americans with Disabilities Act (ADA) and its implementing regulations, 28 C.F.R. part 35, including 28 C.F.R. §§ 35.130(b) and 35.149-35.151; and the Fair Housing Act, and its implementing regulations, 24 C.F.R. parts 100, including 24 C.F.R. §§ 100.202-100.204.
7. The Parties enter into this Voluntary Compliance Agreement (VCA) to voluntarily resolve the allegations from the complaint and the preliminary results of the compliance review pursuant to Section 504 and the Americans with Disabilities Act; however, as of the Effective Date of this Agreement HUD has not issued formal findings of noncompliance pursuant to 24 C.F.R. § 8.56(g). *See* 24 C.F.R. § 8.56(j), 28 C.F.R. § 35.173, and 24 C.F.R. part 103, subpart E. In order to resolve HUD Case Numbers: 02-20-0030-4 (Section 504) and 02-20-0016-D (ADA), though this voluntary resolution does not amount to an admission of liability by any Respondent. Respondent Rio Plata agrees to provide the relief specified herein, including \$100,000 to be distributed to aggrieved individuals, including Complainant's estate, Complainant's family, and other current or former tenants of Rio Plata Development, as described in Paragraph 58. Respondent Rio Plata also agrees to allow Complainant's grandson to continue residing at Rio Plata Development in a unit without accessibility features, pending an eligibility determination consistent with applicable HUD multi-family program regulations. Respondent Rio Plata further agrees to: 1) retrofit its existing facilities to provide at least five (5) mobility

accessible units and at least two (2) sensory accessible units; 2) ensure that all other amenities and non-housing facilities comply with the Accessibility Standards specified in this Agreement; and 3) identify all current residents with disabilities and promptly grant and fulfill necessary reasonable accommodation requests.

8. Respondent PRHFA, as of the Effective Date of this Agreement, is permitted to release HTF funds to Respondent Rio Plata in accordance with HUD program regulations for purposes of continuing the rehabilitation of the development and providing the required number of accessible units. Nothing in this Agreement obligates or prohibits, so long as federal civil rights and programmatic requirements are complied with, Respondent PRHFA to commit any additional funds to Respondent Rio Plata other than those described in Paragraph 4, above.

III. DEFINITIONS

9. This Agreement incorporates by reference all definitions under Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act (ADA), and the Fair Housing Act, as well as 24 C.F.R. parts 8 and 100, and 28 C.F.R. part 35, as such definitions exist as of the Effective Date of this Agreement and as amended.
10. The following terms shall have the meanings set out herein:
 - a. **Accessibility Standards** means and refers to the following:
 - i. For purposes of this Agreement the following standards shall apply:
 - A. For purposes of Section 504, the accessibility standard shall be the Uniform Federal Accessibility Standards (UFAS) for design, new construction, and substantial alterations, including alterations to achieve program accessibility, since July 11, 1988 or the Alternative Accessibility Standard, which incorporates the 2010 ADA Standards for Accessible Design as defined in 28 C.F.R. § 35.104, and the eleven (11) HUD exceptions;
 - B. For purposes of the ADA, for new construction, alterations, and alterations to achieve program accessibility, the 2010 ADA Standards for Accessible Design shall apply.
 - b. **Alternative Accessibility Standard** means and refers to the Alternative Accessibility Standard for new construction set out in HUD's Notice at 79 Fed. Reg. 29,4671 (May 23, 2014), when used in conjunction with: the new construction requirements of 24 C.F.R. part 8, including 24 C.F.R. § 8.22; and

the new construction requirements of 28 C.F.R. part 35, including the 2010 Standards for Accessible Design, as defined at 28 C.F.R. § 35.104 and as applied to public entities (excluding any elevator exceptions).

- c. **Covered Housing Developments** means and refers to the housing developments, including Rio Plata Development, listed in footnote 3 of the 2017 VCA-CA, all of which are properties that receive federal financial assistance from the U.S. Department of Housing and Urban Development.
- d. **Days** means and refers to calendar days.
- e. **Development** means and refers to the multi-family housing development commonly referred to as Rio Plata Development located at State Road 156 Km. 33.5, Palomas Ward, Comerío, PR 00782.
- f. **Effective Date** means and refers to the date of the last signature in Section X.
- g. **Housing Unit with Hearing/Vision Features** means and refers to a Housing Unit that complies with 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, including but not limited to § 809.5 of the 2010 Standards for Accessible Design. Hearing/Vision Features include but are not limited to visual alarms (UFAS §§ 4.34.10, 4.28.3), auxiliary alarms (UFAS §§ 4.34.10, 4.28.4), telephone volume controls and hearing aid compatibility (UFAS § 4.31.5), protections against protruding objects (UFAS § 4.4), stairway requirements (UFAS §§ 4.9, 4.26.4), protections against exposed pipes and surfaces (UFAS §§ 4.19.4, 4.24.6, 4.34.6.5(8)), audible alarms (UFAS § 4.28.2), signage (UFAS § 4.30), push button controls for telephones (UFAS § 4.31.6), consumer information (UFAS § 4.34.4), and range, cooktop, and oven controls (UFAS §§ 4.34.6.6, 4.34.6.7).
- h. **Housing Unit with Mobility Features** means and refers to a Housing Unit that is located on an Accessible Route and complies with the requirements of 24 C.F.R. § 8.22 and all applicable provisions of UFAS or the comparable provisions of the Alternative Accessibility Standard, including but not limited to §§ 809.2 through 809.4 of the 2010 Standards for Accessible Design. A Housing Unit with Mobility Features can be approached, entered, and used by persons with mobility disabilities, including individuals who use wheelchairs.
- i. **Individual or Person with a Disability** means and refers to an individual who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing, or learning; has a record of such impairment; or

is regarded as having such an impairment. *See* 24 C.F.R. § 8.3, as modified by the ADA Amendments Act of 2008, Pub. L. 110-325, § 7(2), 122 Stat. 3558 (September 25, 2008), amending 29 U.S.C. § 705(20); *see also* 28 C.F.R. § 35.108; and 42 U.S.C. § 3602(h).

- j. **Innovative Site-Specific Accessibility Solutions** as used in Section V.G. of this Agreement and as remedial measure which means and refers to solutions identified by the NAC to overcome site-specific accessibility barriers as part of the substantial alterations undertaken that provide substantially equivalent or greater access to and usability of the Development than would otherwise be required by the Accessibility Standards. Innovative Site-Specific Accessibility Solutions include determinations regarding accessible routes and the accessibility of public and common use areas, as well as the location of Housing Units with Mobility Features and Housing Units with Hearing/Vision Features. In proposing any Innovative Site-Specific Accessibility Solutions, the NAC will address in writing the extent to which any proposed accessibility alterations are consistent with the Accessibility Standards, as defined in this Agreement, including how the proposed accessibility alterations are consistent with 24 C.F.R. §§ 8.23, 8.26, and 8.32, 28 C.F.R. § 35.150, as well as UFAS sections 3.4 and 4.1.6(1)(a). In determining whether to rely on an Innovative Site-Specific Accessibility Solution, the NAC shall consider how to provide the maximum level of accessibility consistent with the Accessibility Standards that would be needed by individuals with certain disabilities (e.g., those who use wheelchairs) versus that needed for individuals with other types of disabilities (e.g., those who use crutches or who have vision, hearing, speech, or mental impairments), as well as whether any reasonable accommodation may be necessary. Reliance on an Innovative Site-Specific Accessibility Solution is subject to HUD approval pursuant to Section G of this Agreement.
- k. **Neutral Accessibility Consultant or NAC** means and refers to one or more professionally credentialed experts such as architects, engineers, structural engineers who are retained and paid by Respondent PRHFA and approved in advance by HUD as having the requisite specialized knowledge, skills, experience, and expertise to successfully perform all of the NAC responsibilities and functions set out in this Agreement. HUD retains the ability to disapprove one or more of the NACs it had previously approved.
- l. **Property Management Agent** means and refers to the individuals, corporations, or entities listed in footnote 4 of the 2017 VCA-CA, including Respondent M.J. Consulting & Development, Inc.
- m. **Reasonable Accommodation** means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program,

service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) to avoid discrimination against an Individual with a Disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity. For purposes of this Agreement, a Reasonable Accommodation includes any physical or structural change to a housing unit or a public or common use area that would be considered a reasonable modification for purposes of the Fair Housing Act.

- n. **Substantial Alterations** means and refers to alterations undertaken to a project pursuant to 24 C.F.R. § 8.23(a) (including a public housing project as required by 24 C.F.R. § 8.25(a)(2)) that has fifteen (15) or more units and the cost of the alterations is seventy-five (75) percent or more of the replacement cost of the completed facility, then the new construction provisions of 24 C.F.R. § 8.22 apply for purposes of achieving physical accessibility.
- o. **Uniform Federal Accessibility Standards or UFAS** means and refers to a set of scoping requirements and standards for the design and construction of buildings and facilities to ensure that they are readily accessible to and usable by persons with disabilities. *See* Appendix A to 24 C.F.R. part 40 for residential structures, and Appendix A to 41 C.F.R. subpart 101-19.6 for general-type buildings (UFAS is also available on-line at www.access-board.gov). Pursuant to 24 C.F.R. § 8.32(a), effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of UFAS shall be deemed by HUD to comply, *inter alia*, with the requirements of 24 C.F.R. § 8.22.

IV. **TERM OF AGREEMENT**

- 11. This Agreement shall be in effect for a period of 7 years from the Effective Date of the Agreement or until FHEO has determined that all actions required by the Agreement have been performed, whichever is later.

V. **REMEDIAL ACTIONS**

A. **NON-DISCRIMINATION**

- 12. Respondents shall comply with all provisions of Section 504 and HUD's implementing regulations at 24 C.F.R. part 8. HUD's Section 504 regulations provide that no person in the United States shall, on the grounds of disability, be

excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity that receives federal financial assistance. *See* 29 U.S.C. 794(a); 24 C.F.R. § 8.4.

13. Respondents shall comply with all provisions of the ADA and its implementing regulations at 28 C.F.R. part 35. The ADA implementing regulations provide that no qualified Individual with a Disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity. *See* 42 U.S.C. § 12132; 28 C.F.R. § 35.130.
14. Respondents shall not discriminate in violation of the Fair Housing Act, which provides, inter alia, is shall be unlawful to discriminate against any person because of a disability, including the refusal to permit reasonable modifications of existing premises occupied or unoccupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises and the refusal to make reasonable accommodations in the rules, policies, practices, or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. *See* 42 U.S.C. § 3601-19; 24 C.F.R. part 100.
15. Respondents acknowledge that it is unlawful to intimidate, threaten, coerce, or retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under Section 504, the ADA, or the Fair Housing Act. *See* 24 C.F.R. § 8.56(k), 28 C.F.R. § 35.134; and 42 U.S.C. § 3617.

B. EFFECTIVE COMMUNICATION

16. Respondents agree to take all appropriate steps to ensure effective communication with individuals with disabilities in all programs and activities, including providing appropriate Auxiliary Aids and Services, which include, but are not limited to qualified sign language and other interpreters, assistive listening devices, Brailled materials, large print documents, audio recordings, and accessible web-based and email communications, in accordance with Section 504 and 24 C.F.R. part 8 and the ADA and applicable regulations at 28 C.F.R. part 35.
17. In determining what Auxiliary Aids and Services are necessary, Respondents shall give primary consideration to the requests of individuals with disabilities. 24 C.F.R. § 8.6(a)(1)(i) and 28 C.F.R. § 35.160(b)(2).
18. Within sixty (60) days of the Effective Date of this Agreement, Respondent PRHFA shall modify the effective communication policy created pursuant to the 2017 VCA-CA to ensure consistency with the requirements of this Section B and shall submit the

modified Policy Statement on Effective Communication to HUD for approval. HUD shall approve or provide responsive comments on such policy within thirty (30) days of receipt from Respondent. Respondent PRHFA shall incorporate any comments on the Statement received from HUD and require all covered housing developments under the 2017 VCA-CA, including Respondent Rio Plata, to publish the Statement within five (5) days of receiving Departmental approval.

C. REASONABLE ACCOMMODATION POLICY

19. The 2017 VCA-CA required the development and implementation of a Reasonable Accommodation Policy by Respondent PRHFA, and to be adopted and implemented by Respondent Rio Plata and all covered housing developments under the 2017 VCA-CA. The Policy from the 2017 VCA-CA, specifically at Paragraphs 9-13 shall be incorporated by reference for purposes of this Agreement. To the extent that Respondent Rio Plata submits a policy to Respondent PRHFA that is consistent with the requirements of the 2017 VCA-CA and this Agreement, such policy shall be approved.

20. To the extent the 2017 VCA-CA or Respondent PRHFA's Reasonable Accommodation Policy omits any of the following contained in this Paragraph, the Reasonable Accommodation Policy shall be modified by Respondent PRHFA to include, at a minimum, the following information: (1) a definition of Reasonable Accommodation, which includes a definition of a person with a disability, consistent with the requirements of this Agreement and applicable law; (2) the process through which Respondent shall notify the public about the Reasonable Accommodation Policy; (3) a commitment that requested disability-related accommodations shall be granted unless they fundamentally alter the nature of Respondents' program or impose undue financial and administrative burdens, considering all resources available to Respondents; (4) a description of the interactive process to be used if a request poses a fundamental alteration or undue financial and administrative burdens; (5) a commitment to seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability-related need; (6) a provision that Respondent shall consider Reasonable Accommodation requests on a case-by-case basis; (7) provisions identifying applicable waitlist policies and procedures as they relate to Reasonable Accommodation requests; (8) the formal appeal/grievance procedures for the Reasonable Accommodation process; and (9) form letters that will be used to document each response to reasonable accommodation requests, including approval letters, denial letters, request for additional information letters, appeal/grievance forms, and implementation letters; and (10) an explanation of unit transfers as Reasonable Accommodations, as opposed to unit transfers that are unrelated to the fulfillment of a Reasonable Accommodation, including the following requirements:

- a. The procedure for providing reasonable assistance with locating and transferring to an accessible unit or a unit meeting the needs of a tenant with disabilities (e.g., a ground floor unit) after a Reasonable Accommodation request is approved for such a unit, if the tenant's current unit cannot be modified to add the accessibility features that the tenant needs;
 - b. Tenants who need a transfer as a Reasonable Accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any other reason other than emergencies affecting health or safety;
 - c. Respondents shall pay the reasonable moving-related expenses for tenants with disabilities who have a disability-related need for a transfer to another unit or Development as a Reasonable Accommodation;
 - d. As described in a lease addendum for tenants without disabilities residing in Housing Units with Hearing/Vision Features or Housing Units with Mobility Features who do not need such features, Respondents shall pay the reasonable moving-related expenses for tenants without disabilities who occupy a Housing Unit with Hearing/Vision Features or a Housing Unit with Mobility Features and are required to relocate in order to make a housing unit available to person(s) with disabilities;
 - e. The Disability Rights Coordinator for Respondent Rio Plata shall coordinate transfers of tenants with disabilities and placements of applicants with disabilities who need Housing Units with Hearing/Vision Features or Housing Units with Mobility Features, or other units with accessibility features, while the Disability Rights Coordinator for Respondent PRHFA shall monitor all covered housing developments under the 2017 VCA-CA to ensure each coordinates transfers of tenants with disabilities and placements of applicants with disabilities;
 - f. Respondents shall keep a list of all relocations that are carried out under the terms of the Lease Addendum or otherwise for purposes of a Reasonable Accommodation. The Disability Rights Coordinator for Respondent PRHFA shall submit this list to HUD as part of the reporting required in Section VIII, below.
21. Within sixty (60) days of receipt of the modified Reasonable Accommodation Policy from Respondent PRHFA, HUD shall review and approve the policy or shall provide responsive comments. Respondent PRHFA shall incorporate any comments on the Reasonable Accommodation Policy received from HUD and Respondent PRHFA and Respondent Rio Plata, as well as all covered housing developments under the 2017

VCA-CA, shall implement the modified Reasonable Accommodation Policy within ten (10) days of receiving Departmental approval.

22. Throughout the term of this Agreement, Respondents shall not change the Reasonable Accommodation Policy without obtaining advance written approval for any such changes from HUD.
23. Respondents shall provide notice in writing, which may include by electronic transmission, within ten (10) days of receiving Departmental approval to current and prospective tenants that identifies the Disability Rights Coordinator and provides the Policy and shall make the Policy publicly available on its website in an accessible format (e.g., compliant with the Web Content Accessibility Guidelines 2.0 AA). Respondent PRHFA shall require the property management agents administering the projects in PRHFA's portfolio to provide such notice. The Policy must be provided in a manner to afford meaningful access for limited English proficient (LEP) and Limited Spanish proficient (LSP) individuals in accordance with Title VI of the Civil Rights Act of 1964 and applicable regulations, including 24 C.F.R. part 1, and effective communication with individuals with disabilities in accordance with Section 504 and applicable implementing regulations, including 24 C.F.R. part 8, and the ADA, and applicable regulations at 28 C.F.R. part 35, specifically 28 C.F.R. §§ 35.160(a) and (b).
24. Throughout the term of this Agreement, Respondents shall retain records of all complaints Respondents receive which allege or suggest that Respondents may be in violation of the Policy, or the fair housing and civil rights requirements at issue in this Agreement, including documents relating to the facts and contentions at issue in such allegations and complaints. Respondents shall provide a report to HUD documenting any complaints relating to Reasonable Accommodations on a quarterly basis as defined in Section VIII.

D. REASONABLE ACCOMMODATION LOG

25. Respondent PRHFA, pursuant to the 2017 VCA-CA, has developed an electronic tracking system for tracking relevant information, including a Reasonable Accommodation Log. Respondent PRHFA, within thirty (30) days of the Effective Date of this Agreement shall update its electronic tracking system to include any additional information or features, as required by this Paragraph 25. The log must employ security and confidentiality measures, including who may and may not access the information contained in the log. The log must include the following information:
 - a. Name of the requester;
 - b. Address of the requester;

- c. Contact information (phone, email) of requester;
 - d. Date of request;
 - e. Nature of request (e.g., Reasonable Accommodation requested, or effective communication Auxiliary Aids and Services requested);
 - f. Decision on request (approved or denied);
 - g. Date of decision;
 - h. Reason for denial (if applicable);
 - i. Status of request, including the date a requested Reasonable Accommodation was actually provided; and
 - j. Any notes.
26. Once Respondent PRHFA receives Departmental approval of the modified Reasonable Accommodation Policy, and throughout the term of the Agreement, the log must be used and maintained by the covered housing developments in the 2017 VCA-CA, including Respondent Rio Plata, with current, accurate, and up-to-date information in accordance with any requirements set forth in such Policy.
27. Within five (5) days of Respondent PRHFA providing notification to Respondent Rio Plata and HUD of the availability of the updated electronic tracking system, Respondent Rio Plata shall input all required information into the Reasonable Accommodation Log.
28. Respondent M.J. Consulting & Development, Inc. shall conduct a review of the occupancy of all developments in its portfolio, including Colinas de Jaguas, Miramar Housing for the Elderly, Remanso de Esperanza, Rio Plata Development, and Villa Venecia. This review shall include determining whether individuals with disabilities residing at any of its developments require structural modifications to their units to accommodate their disability-related needs and/or whether individuals with disabilities residing at any of its developments require any other type of reasonable accommodations. Respondent M.J. Consulting & Development, Inc. shall provide HUD a report, within ninety (90) days of the effective date of this agreement regarding the occupancy survey, any modifications or accommodations provided, and the dates by which the modifications and accommodations will be completed or the dates on which they have been completed. Respondent M.J. Consulting & Development, Inc. shall ensure that it follows the priorities for tenaning housing units with accessibility features in a manner consistent with 24 C.F.R. § 8.27 and

shall ensure that any tenant who requires a transfer to a housing unit with accessibility features is undertaking in accordance with such priorities.

E. DISABILITY RIGHTS COORDINATOR

29. Pursuant to the 2017 VCA-CA, Respondent PRHFA has appointed José A. Vázquez Díaz to serve as the Disability Rights Coordinator, a selection that has been approved by HUD. Pursuant to the 2017 VCA-CA, Respondent Rio Plata has appointed Gabriel Villafañe to serve as Disability Rights Coordinator, a selection that has been approved by HUD. These individuals shall be the lead Respondent official tasked with ensuring compliance with disability rights laws, regulations, and requirements, and all matters related to Reasonable Accommodations. HUD requires these individuals to be in the position full-time and possess specific knowledge regarding compliance with disability rights laws. Respondent may demonstrate to HUD's satisfaction that a current employee can allot sufficient time and resources to maintaining compliance with disability rights laws and all matters related to Reasonable Accommodations and the provision of appropriate Auxiliary Aids and Services necessary for effective communication. HUD has final authority to reject an individual proposed for this position. If HUD determines that an individual proposed by Respondent for Disability Rights Coordinator is unsatisfactory, within five (5) days thereafter, Respondent shall propose an alternate individual to serve in that capacity.
30. Within ten (10) days of the Effective Date of this Agreement, Respondents shall provide a list of all staff and contractors that will have any involvement with disability rights, Reasonable Accommodation, and effective communication matters. This list shall identify the names, titles, and roles assigned to each of these persons. Respondent shall also provide as part of this submittal the organizational structure governing Reasonable Accommodations and other disability-related requests. The Disability Rights Coordinator shall be the designated Respondent employee for receiving disability-related complaints. The Disability Rights Coordinator for Respondent PRHFA shall report directly to the Federal Compliance Office, which in turn reports directly to Respondent PRHFA's Executive Director. The Disability Rights Coordinator for Respondent Rio Plata shall report directly to the President of M.J. Consulting & Development, Inc.

F. ASSISTANCE ANIMALS

31. Within sixty (60) days of the Effective Date of this Agreement, Respondent PRHFA shall modify the Civil Rights Compliance Policy from the 2017 VCA-CA to incorporate the requirements of this Section F and shall submit to HUD for review and approval a Policy for processing requests for assistance animals. This Policy shall be consistent with fair housing requirements governing assistance animals,

including service animals and assistance animals other than service animals, and shall be consistent with HUD guidance on assistance animals. The Policy shall contain, at minimum:

- a. A definition of a person with a disability consistent with the requirements of this Agreement;
 - b. A commitment to allow assistance animals and animals that meet the definition of “service animal” under the Americans with Disabilities Act (ADA);
 - c. Appropriate guidelines on the types of information the housing provider may request to assess whether an animal is a service animal;
 - d. A commitment to assess requests for assistance animals other than service animals pursuant to Respondent PRHFA’s Reasonable Accommodations Policy, consistent with this Agreement; and
 - e. Appropriate guidelines on the information Respondent may request to determine if an assistance animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual’s disability.
32. Within thirty (30) days of receipt of the Assistance Animals Policy, HUD shall review and approve the policy or shall provide responsive comments. Respondent PRHFA shall incorporate any comments on the Assistance Animals Policy received from HUD and Respondent PRHFA and Respondent Rio Planta shall implement the Assistance Animals Policy within five (5) days of receiving Departmental approval.
33. Throughout the term of this Agreement, Respondents shall not change the Assistance Animals Policy without obtaining advance written approval for any such changes from HUD.
34. Upon HUD approval of the Policy and throughout the term of this Agreement, Respondent PRHFA shall provide notice to the property management agents administering the projects in Respondent PRHFA’s portfolio regarding the Policy and require such property management agents to provide notice of the Policy to current and prospective tenants. Respondent PRHFA shall make the Policy publicly available on its website in an accessible format (e.g., compliant with the Web Content Accessibility Guidelines 2.0 AA) and shall require the property management agents administering the projects in Respondent PRHFA’s portfolio to similarly make the policy available on their websites, if any, in an accessible format. The Policy must be provided in a manner to afford meaningful access for limited English proficient (LEP)

individuals and limited Spanish proficient (LSP) individuals in accordance with Title VI of the Civil Rights Act of 1964 and applicable regulations, including 24 C.F.R. part 1, and effective communication with individuals with disabilities in accordance with Section 504 and applicable implementing regulations, including 24 C.F.R. part 8, and the ADA, and applicable regulations at 28 C.F.R. part 35, specifically 28 C.F.R. §§ 35.160(a) and (b).

G. PHYSICAL ACCESSIBILITY – RIO PLATA DEVELOPMENT

35. Providing Physical Accessibility Through a Combination of Actions. Respondent Rio Plata shall ensure physical accessibility at Rio Plata Development through, at minimum, the following:

- a. Not later than April 30, 2021, the NAC shall provide Respondent Rio Plata with any revisions necessary to the existing rehabilitation plans for compliance with the Accessibility Standards defined in this Agreement. Respondent Rio Plata shall revise all plans for the HTF-funded rehabilitation of the Rio Plata Development to ensure compliance with the Accessibility Standards, which may include the use of Innovative Site-Specific Accessibility Solutions. Respondent Rio Plata shall revise the rehabilitation plans, if necessary, based on the NAC’s review, not later than July 31, 2021. In order to ensure appropriate pre-construction advice from the NAC, a pre-construction survey may be performed, consistent with Paragraph 42(b) of this Agreement, to identify existing accessibility barriers;
- b. Provide, not later than May 1, 2022, at least five (5) percent and no more than ten (10) percent housing units with mobility features, which shall be dispersed throughout the development pursuant to 24 C.F.R. § 8.26;
- c. Provide, not later than May 1, 2022, an additional two (2) percent housing units with hearing/vision features, which shall be dispersed throughout the development pursuant to 24 C.F.R. § 8.26;
- d. Pursuant to 24 C.F.R. §§ 8.22(c) and 8.23(b)(2), HUD may permit Respondent Rio Plata to provide additional accessible housing units beyond the permitted ten (10) percent housing units with mobility features and two (2) percent housing units with hearing/vision features but written approval from HUD is required to apply the tenanting priority to any such additional housing units that are in excess of twelve (12) percent of the total units.
- e. Provide accessible routes throughout the development subject to any recommendations for Innovative Site-Specific Accessibility Solutions proposed and recommended by the NAC, consistent with its responsibilities as

defined in Paragraph 38 of this Agreement, for how to ensure the currently planned substantial alterations to Rio Plata Development are consistent with the Accessibility Standards;

- f. Remove accessibility barriers identified through the Accessibility Self-Evaluation, required pursuant to Paragraph 21 of the 2017 VCA-CA; and
 - g. Remove any additional accessibility barriers identified by the NAC or HUD as the result of an on-site accessibility survey unless HUD accepts the recommendation of the NAC that an Innovative Site-Specific Accessibility Solution should be applied to a particular element or barrier, using the process described in Paragraph 37(b) of this Agreement.
36. Respondent Rio Plata shall submit the revised plans for the rehabilitation to Respondent PRHFA for review and approval. Respondent PRHFA shall only approve the submission if the plans demonstrate compliance with the Accessibility Standards, as determined by the NAC. Respondent PRHFA shall provide HUD with evidence of compliance prior to approval of Respondent Rio Plata's plans. Respondent PRHFA shall not permit Respondent Rio Plata to draw HTF funds until the plans are approved by Respondent PRHFA.
37. On-Site Accessibility Surveys Conducted by the NAC.
- a. Upon completion of the rehabilitation of Rio Plata Development, the NAC shall conduct and document an on-site accessibility survey of the development to determine the extent of compliance with this Agreement and the applicable Accessibility Standards and requirements for the dispersal of Housing Units with Hearing/Vision Features and Housing Units with Mobility Features and will incorporate Innovative Site-Specific Accessibility Solutions. This survey will address the provision of accessible routes and removal of remaining accessibility barriers at Rio Plata Development. The NAC shall provide its accessibility report, which shall specify the Accessibility Standards used, identify any recommended Innovative Site-Specific Accessibility Solutions, identify and document all of the elements of the development that do not comply with the Accessibility Standards and all structural modifications required to achieve full compliance, including requirements for dispersal of Housing Units with Hearing/Vision Features and Housing Units with Mobility Features to Respondents Rio Plata and PRHFA within fourteen (14) days of the accessibility survey. Respondent PRHFA shall provide the report to HUD immediately upon receipt from the NAC.
 - b. In seeking HUD approval to apply any Innovative Site-Specific Accessibility Solution, the NAC's proposal to HUD shall include:

- i. An identification of the particular barrier or element for which the Innovative Site-Specific Accessibility Solution is proposed;
 - ii. A description of the Innovative Site-Specific Accessibility Solution proposed;
 - iii. The extent to which the Innovative Site-Specific Accessibility Solution is consistent with the Accessibility Standards, as defined in this Agreement; and
 - iv. A detailed written analysis of why the Innovative Site-Specific Accessibility Solution is appropriate under the circumstances and consistent with the requirements of the Accessibility Standards.
38. Post-Construction Accessibility Remediation. If the accessibility survey report identifies any non-compliance with the applicable Accessibility Standards, Respondent Rio Plata, including any architect, contractor or other design and construction professional under agreement with Respondent Rio Plata, shall prepare accessibility modification plans to remedy the identified non-compliance and shall remedy all non-compliant elements within ninety (90) days of receipt of the accessibility survey report from the NAC. Upon completion of any necessary remedial work based on the NAC's accessibility survey, Respondent Rio Plata shall notify Respondent PRHFA and the NAC shall resurvey the development to determine if the development is in compliance with the applicable Accessibility Standards, and to ensure that the work did not create new accessibility issues.
39. Funding. To accomplish the activities in this Agreement, Respondents shall utilize the HTF funds allocated prior to the Effective Date of this Agreement or any other source of federal or non-federal funds. Use of HTF funds may only be used to carry out eligible activities under HUD program requirements and the terms of this Agreement. The remainder of the funds that may be necessary to carry out the obligations of this Agreement may include municipal or other locally available funds and/or such other non-federal funds from any other source(s) that are made available for program purposes.
40. Relocation of Existing Tenants. As of the Effective Date of this Agreement, Respondent Rio Plata provided HUD with information relating to the status of the relocation of tenants for purposes of the rehabilitation of the project. If relocation of tenants of Rio Plata is necessary during the additional rehabilitation of the development, including to elements of the development that have already undergone rehabilitation but do not meet the Accessibility Standards, Respondent Rio Plata shall temporarily relocate existing tenants, at Respondent Rio Plata's expense, as appropriate based on the factors enumerated in this paragraph and as needed to

comply with Reasonable Accommodation Requirements under Federal law. Respondent Rio Plata shall comply with all otherwise applicable relocation assistance law in carrying out temporary relocation under this Agreement, which may include the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended. In evaluating when relocation during retrofit or rehabilitation work is appropriate, considerations shall include the scope of the work, the amount of time necessary to complete the work, interference with the usability of the housing unit, the disability-related concerns of the occupant relating to the effects of the construction (e.g., noise, dust, asbestos and/or lead abatement, or temporarily unusable paths of travel), and other relevant factors.

- a. Relocation Audit. Respondent Rio Plata shall, within sixty (60) days of the Effective Date of this Agreement, conduct a Relocation Audit of all tenants relocated as of the Effective Date of this Agreement. Respondent Rio Plata shall submit the results of the Relocation Audit to HUD within ninety (90) days of the Effective Date of this Agreement. The Relocation Audit shall include, at minimum, an assessment of whether relocated tenants:
 - i. Reside in housing, whether temporary or permanent, that complies with the Accessibility Standards and the occupancy requirements of 24 C.F.R. § 8.27 are satisfied;
 - ii. Require accessible features in their current housing;
 - iii. Requested reasonable accommodations relating to their current housing, the status of such requests, and if a request was denied the reason for the denial; and
 - iv. Requested to be relocated to a particular location due to a disability-related need, whether such request was granted, and if not, the reasons the tenant was relocated to a different location.

- b. Relocation Log. Respondent Rio Plata shall maintain a Relocation Log for relocations of tenants, including tenants relocated as of the Effective Date of this Agreement and any future relocations. Respondent Rio Plata shall submit the Relocation Log to HUD quarterly for the term of this Agreement. The Relocation Log shall include the following information:
 - i. Name of tenant and prior address at Rio Plata;
 - ii. Location of relocation and expected term of relocation, if temporary;
 - iii. Any requested reasonable accommodations relating to the relocation process itself, the new housing unit or development, and whether the

tenant has requested a housing unit with mobility features or a housing unit with hearing/vision features, or both;

- iv. The status of any requested reasonable accommodations;
- v. Whether the tenant now resides in either a housing unit with mobility features or a housing unit with hearing/vision units; and
- vi. Whether the tenant wishes to return to Rio Plata, and if so, whether the tenant has requested a housing unit with mobility features or a housing unit with hearing/vision features, or both.

H. PHYSICAL ACCESSIBILITY – PUERTO RICO HOUSING FINANCE AUTHORITY

41. Retaining the Neutral Accessibility Consultant(s) (NAC). Respondent PRHFA shall retain at its own expense one or more professionally credentialed experts such as architects, engineers, or structural engineers approved in advance by the Department as having the requisite specialized knowledge, skills, experience, and expertise to successfully perform all of the NAC’s responsibilities and functions set out in this Agreement to serve as an independent, neutral consultant under this Agreement. As of the Effective Date of this Agreement, PRHFA submitted to HUD its existing contract with an engineer to provide services including, but not limited to, plan review and inspections for compliance with the Accessibility Standards. Within ninety (90) days of the Effective Date of this Agreement, Respondent PRHFA shall submit to the Department additional credentials supporting the expertise of the existing contractor or, in lieu of such credentials shall request training from HUD for its existing contractor. Respondent PRHFA shall obtain HUD approval for use of the existing contractor prior to the existing contractor performing any work under this Agreement.
42. NAC Functions and Responsibilities. No later than 120 days from the Effective Date of this Agreement, the NAC shall provide HUD for review and approval, all survey tools, checklists, and protocols that comply with Section 504, the ADA, the Fair Housing Act, their implementing regulations, and the Accessibility Standards. As of the Effective Date of this Agreement, these materials have not been submitted nor approved by HUD. The NAC shall perform the following functions, using only HUD-approved materials, and have the following responsibilities under this Agreement.
- a. Review of Plans. The NAC shall review any revisions to the rehabilitation plans developed by Respondent Rio Plata pursuant to paragraph 35(a) of this Agreement, including any architect, contractor or other design and

construction professional under agreement with Respondent Rio Plata, and determine whether the proposed plans are in compliance with the Accessibility Standards as defined in this Agreement. The NAC shall review architectural plans for the other covered housing developments that are part of PRHFA's affordable housing portfolio listed in the 2017 VCA-CA to ensure compliance with the Accessibility Standards.

- b. On-Site Accessibility Surveys and Survey Reports. The NAC will conduct on-site accessibility surveys of Rio Plata Development to confirm compliance with Section 504, the ADA, the Fair Housing Act, and their implementing regulations, and the Accessibility Standards. The NAC shall generate accessibility survey reports pursuant to Section G of this Agreement. The NAC shall conduct on-site accessibility surveys of the other covered housing developments subject to the 2017 VCA-CA to confirm compliance with Section 504, the ADA, the Fair Housing Act, and their implementing regulations, and the Accessibility Standards and shall generate accessibility reports following such surveys, and provide survey reports to Respondent PRHFA within five (5) days of the survey.
- c. Verification. The NAC shall issue a Verification of Compliance of Rio Plata Development with the applicable Accessibility Standards. The Verification of Compliance shall be on a form that contains the same content attached hereto as Attachment B. The NAC shall issue a Verification of Compliance for the other covered housing developments from the 2017 VCA-CA, which shall be on a form that contains the same content attached hereto as Attachment C.
- d. Enforcement Support. As needed to satisfy the terms of this Agreement, the NAC shall provide oral testimony, surveys, written reports, or other evidence or materials in preparation for or in connection with enforcement actions against Respondents, or actions to enforce the VCA by HUD or the Department of Justice.
- e. Oversight and Quality Assurance. Respondent PRHFA shall require the NAC to develop and implement a quality assurance and oversight program, subject to approval by HUD, which may occur as each element of the quality assurance and oversight program are developed, relating to Respondent PRHFA's affordable housing programs for its Subrecipients' and Owners' performance of functions under the 2017 VCA-CA, which shall include performing, at a minimum, the following functions and activities to ensure compliance with this Agreement and the 2017 VCA-CA:
 - i. Developing a quality assurance program that ensures the quality and consistency of work performed by Respondent PRHFA pursuant to

this Agreement and the 2017 VCA-CA, advising Respondent PRHFA of any performance issues identified through the quality assurance program, and addressing such performance issues (*e.g.*, additional training, extra oversight, limiting functions performed);

- ii. Assisting Respondent PRHFA in drafting a notification of the obligation to comply with the Accessibility Standards to all current and prospective project owners, builders, contractors, developers and other parties applying for or awarded federal or local funds for the rebuilding, modernization, retrofitting, rehabilitation, alteration, substantial alteration, or construction of either existing or new housing developments, including through providing PRHFA a mechanism for ensuring that construction meeting minutes relating to PRHFA-funded projects account for and include obligations to comply with the Accessibility Standards.
- iii. Assisting Respondent PRHFA in developing internal controls, procedures, protocols, and processes to ensure all PRHFA-funded housing developments do not receive final payment from Respondent PRHFA until such time that Respondent PRHFA confirms the housing development complies with the Accessibility Standards. Such controls, procedures, protocols, and processes shall provide for corrective action if a housing development does not comply with the Accessibility Standards prior to the release of final payment from PRHFA. Respondent PRHFA shall evaluate whether changes to its agreements with subrecipients is necessary based on the new internal controls, procedures, protocols, and processes.
- iv. Assisting Respondent PRHFA in developing protocols, assessment tools, checklists, and standards for ensuring accessibility of the covered housing developments listed in the 2017 VCA-CA and Respondent PRHFA's affordable housing programs; and
- v. Assisting Respondent PRHFA to develop internal capacity to monitor and ensure compliance by Respondent PRHFA, Subrecipients, and Owners with applicable accessibility requirements, including the Accessibility Standards, by providing training and oversight to designated staff of Respondent PRHFA regarding the interpretation and application of the applicable standards, conducting and documenting on-site accessibility surveys, review of survey reports, development of plans to remedy accessibility violations identified during an accessibility survey, and documentation of results.

43. Respondent PRHFA shall revise its QAP for the development of Low-Income Housing Tax Credit (LIHTC) developments to require a higher percentage of accessible units. Respondent PRHFA may require up to twelve (12) percent housing units with mobility features and up to three (3) percent housing units with hearing/vision features in its QAP. If Respondent PRHFA seeks to require a higher percentage of accessible housing units, it must obtain written approval from HUD, which will determine whether the higher percentage is warranted pursuant to 24 C.F.R. §§ 8.22(c) and 8.23(b)(2).
44. Verification and Certification of Compliance. The NAC shall provide Respondent PRHFA a Verification of Compliance within five (5) days of its final survey of Rio Plata, on a form that contains the same content attached hereto as Attachment B. The NAC shall provide Respondent PRHFA a Verification of Compliance within five (5) days of its final survey of the other covered housing developments under the 2017 VCA-CA, on a form that contains the same content attached hereto as Attachment C. Respondent PRHFA shall submit to HUD, within five (5) days of receipt of the NAC's Verification of Compliance, a Certification of Compliance with this Agreement and the Accessibility Standards. The certification of compliance shall be on a form that contains the same content attached hereto as Attachment B or Attachment C, as appropriate.
45. Verification by the Department. The Department reserves the right to conduct periodic on-site reviews of Rio Plata Development and the covered housing developments under the 2017 VCA-CA, including the Accessible Housing Units, to verify compliance with this Agreement and the 2017 VCA-CA. The Department may accompany the NAC or other person during any Respondent PRHFA-authorized on-site accessibility surveys of Rio Plata Development or housing developments covered by the 2017 VCA-CA.
46. Continued Applicability of Section 504, ADA, and Fair Housing Act Requirements. Nothing in this Agreement diminishes Respondents' obligations to comply with Section 504, the ADA, and the Fair Housing Act. This includes, but is not limited to Respondents' obligations to administer programs and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities, 24 C.F.R. § 8.4(d), and to comply with 24 C.F.R. §§ 8.4(b)(i), (ii), (iii), (vii), and (viii), which prohibit recipients of federal financial assistance from providing housing to qualified individuals with disabilities that is not equal to that afforded to others; or providing housing to qualified individuals with disabilities that is not 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. This includes Respondents' obligations to ensure effective communication with, and Reasonable Accommodations for individuals with disabilities. In addition, Respondent PRHFA's obligations include ensuring that all of this multifamily

housing-related programs, services, processes, and activities are accessible to individuals with disabilities, including but not limited to the Covered Housing Developments in the 2017 VCA-CA. This includes processes involving inquiries, complaints and grievances; effective communication assistance to members of the public regarding multifamily housing-related programs; processes by which input by the disability community is sought concerning policy and compliance issues; internet-based information; inquiry and referral services; and community education, outreach, and affirmative marketing efforts.

I. GRIEVANCE POLICY

47. Throughout the term of this Agreement, Respondent PRHFA shall continue to implement and oversee the grievance policies and procedures established pursuant to the 2017 VCA-CA, including any policies developed by Respondent Rio Plata. In addition, any grievance policy or procedure developed under the 2017 VCA-CA shall be reviewed, revised, and amended to ensure consistency with the terms of this Section I. Any disability-related grievances about accessibility, Reasonable Accommodations, and effective communication by a tenant or prospective tenant of Respondent Rio Plata directed to the Disability Rights Coordinator, or another employee of Respondent, who shall promptly forward the grievance to the Disability Rights Coordinator as follows:
- a. Within five (5) days after a disability-related grievance is received, Respondent Rio Plata or Respondent PRHFA, as appropriate, shall commence an investigation, including contacting the individual who filed a grievance, if necessary, to find out the allegations of the grievance and shall investigate the grievance with the appropriate staff of Respondent where the grievance originated; and
 - b. Respondent Rio Plata or Respondent PRHFA, as appropriate, shall complete its investigation and respond to the individual who filed a grievance within ten (10) days after the grievance is received, including discussing with individual who filed a grievance, where appropriate, possible resolutions, including Reasonable Accommodations, training of Respondent staff, and relief for the individual who filed a grievance.
48. Respondents shall maintain written records of all disability-related grievances by tenants or prospective tenants, its investigations, and its responses to the individual who filed a grievance throughout the term of this Agreement.
49. Copies of such records shall be provided to HUD once every month for the first year of this Agreement, and quarterly thereafter, as defined in Section VIII, and at any other time upon request.

J. TRAINING

50. All staff of Respondent Rio Plata shall complete, at a minimum, eight (8) hours of disability-related training annually.
51. Training must include the specifics of Respondent Rio Plata's policies and procedures adopted under this Agreement, the other requirements of this Agreement, and Respondent Rio Plata's obligations under Section 504, Title II of the ADA, the Fair Housing Act, and other civil rights requirements, including but not limited to the obligations to ensure effective communication with individuals with disabilities, program accessibility, integration, and general non-discrimination requirements.
52. Any substantial change to the Reasonable Accommodation Policy shall prompt an obligation for four (4) hours of additional training on that Policy to all staff within thirty (30) days of HUD approval of that change.
53. At least sixty (60) days prior to any planned training for Respondent Rio Plata staff pursuant to this Agreement, Respondent Rio Plata shall submit to HUD for review and approval the name(s) and qualifications of the proposed trainer(s), as well as any materials to be used to facilitate the training.
54. Within forty-five (45) days of receipt of the names of the trainer(s) and training materials, HUD shall review and approve the training or will provide responsive comments on the submission. Respondent Rio Plata shall require the trainer to fully incorporate any comments on the training materials received from HUD.
55. The person who conducts each training session shall provide a written certification stating the date on which the training was provided and the name and position of each Respondent Rio Plata employee and contractor who attended and completed such training. Respondent Rio Plata shall submit the training certification to HUD within five (5) days of the training.

VI. SPECIFIC RELIEF FOR COMPLAINANT AND OTHER AGGRIEVED INDIVIDUALS

56. Respondent Rio Plata shall provide \$100,000 to be distributed to aggrieved individuals, including Complainant's estate, Complainant's family, and other current or former tenants of Rio Plata Development, as described in this Section, and the other specific relief described in this Paragraph.
 - a. Respondent agrees that payment under this Agreement to any aggrieved individual shall not affect the income eligibility or any other eligibility criteria for purposes of Respondent Rio Plata's programs. *See* 24 C.F.R. § 5.609(c).

- b. Respondent agrees that, upon a determination of eligibility, that Complainant's grandson, [REDACTED], a current member of Complainant's household but not a current signatory to the lease, shall be permitted to execute a new lease and continue to reside at Rio Plata Development for a unit without accessibility features. Respondent is permitted to make appropriate and necessary adjustments based on the family composition and applicable occupancy requirements, so long as they are consistent with HUD regulations implementing the applicable multi-family program.

57. Respondent Rio Plata shall provide HUD with written, signed certification that the relief described in Paragraph 58 has been provided no later than five (5) days from the date such relief is provided. Multiple certifications are permitted and shall be submitted based on the timeframe for providing specific relief. Respondent Rio Plata shall provide a copy of the check providing the monetary relief described in Paragraphs 58(a) and (b) to HUD no later than five (5) days from the date such relief is provided.

58. Compensatory Fund. Within thirty (30) days of the Effective Date of this Agreement, Respondent Rio Plata agrees to provide the sum total of \$100,000 as follows: \$30,000 with the Bayamon Court for purposes of compensating Complainant's estate and distribution to the heirs of the estate pursuant to Paragraph 58(a), \$40,000 to Complainant's family members, divided as described in this Paragraph 58(b), and \$30,000 in an interest-bearing escrow account and such deposit shall be in the form of a certified or cashier's check. Such escrow account will be referred to as the "Compensation Fund" and is intended to compensate Complainant's estate, Complainant's family members, as described in this Paragraph and individuals with disabilities or families with members with disabilities who currently or previously resided at Rio Plata Development and did not have a disability-related need met or satisfied during their tenancy, pursuant to Paragraph 58(c). Respondent Rio Plata shall provide written verification to HUD of the deposit within ten (10) days of the date of the deposit. The Compensation Fund shall also be available to current or former tenants of Rio Plata Development, as managed by Respondent Rio Plata, who Respondent Rio Plata knew or should have known were in need of a Reasonable Accommodation or needed an accessible unit from 2014-2020. Following the notification procedures set forth in Paragraph 59 of this Agreement to identify individuals who may be eligible for the fund, the Compensation Fund shall be available to pay:

- a. An amount of up to \$30,000 to the estate of Complainant, and shall deposit such amount within thirty (30) days of the Effective Date of this Agreement with the Bayamon Court of First Instance by consignment motion which must

be entitled “Moción de Consignación bajo Acuerdo con HUD.” This Motion shall advise the court that a \$30,000 cashier’s check in the name of “Para el Secretario del Tribunal para beneficio de la Sucesión [REDACTED]” is being deposited for later equitable court distribution among the estate’s members identified by the declaration of heirs issued by the court and pursuant to Section VI of this Agreement executed with the U.S. Department of Housing and Urban Development as settlement of cases 02-20-0030-4 and 02-20-0016-D. This Agreement will be included as an appendix to such Motion which shall expressly state that Respondent Rio Plata is renouncing to its right to withdraw the \$30,000 consigned check, under 31 L.P.R.A. § 3184. Respondent Rio Plata shall be relieved of its obligation to pay any additional damages to the Complainant’s estate upon the deposit of the consigned check. All costs associated with the judicial consignment action required herein shall be borne by Respondent Rio Plata. Respondent Rio Plata shall provide HUD a copy of the filed Motion within five (5) days of the date the Motion was filed. The parties agree that counsel for Respondent Rio Plata may prepare and file any document in form deemed appropriate by him, so long as it is consistent with the spirit and intent of this Agreement, to carry out the terms of this Paragraph 58(a) for purposes of consignment of the funds to the Court for distribution to the estate of Complainant. HUD reserves the right to contest or file any response if Respondent Rio Plata’s motion does not confirm to or is inconsistent with the terms of this Paragraph 58(a).

- b. An amount of \$40,000 to Complainant’s family members within thirty (30) days of the Effective Date of this Agreement as follows:
 - i. The sum total of \$10,000 in the form of a certified check made payable to [REDACTED];
 - ii. The sum total of \$10,000 in the form of a certified check made payable to [REDACTED];
 - iii. The sum total of \$10,000 in the form of a certified check made payable to [REDACTED]; and
 - iv. The sum total of \$10,000 in the form of a certified check made payable to [REDACTED].

- c. An amount of \$30,000 to compensate the following other aggrieved individuals within thirty (30) days of the effective date of the Agreement:
 - i. Individuals with disabilities who were provided inaccessible units between 2014-2020 and needed accessibility features but were not provided such features, regardless of whether such individuals no longer reside at Rio Plata Development; and
 - ii. Individuals with disabilities who requested a Reasonable Accommodation obtain accessibility features and did not obtain such features or the provision of such features was unreasonably delayed during the period 2014-2020, regardless of such individuals no longer reside at Rio Plata Development.
- d. Respondent Rio Plata agrees that receipt of payment from the Compensation Fund shall not affect income eligibility or any other eligibility criteria for purposes of Respondent Rio Plata's programs. *See* 24 C.F.R. § 5.609(c).
- e. Release of Claims. HUD shall provide Respondent M.J. Consulting & Development, Inc. with Attachment A, upon receipt of the notification required by Paragraph 57 and confirmation by the aggrieved individuals that payment has been received.

59. Administration of the Compensation Fund. Respondent M.J. Consulting & Development, Inc. shall retain a Fund Administrator (Administrator) to oversee a compensation fund for tenants with disabilities who were provided inaccessible units and/or whose Reasonable Accommodation requests Respondent M.J. Consulting & Development delayed, did not address, or improperly denied. The Administrator must be independent of Respondent M.J. Consulting & Development, shall not be an employee of Respondent M.J. Consulting & Development, Inc., and shall not be any firm/entity with whom Respondent M.J. Consulting & Development contracts.

- a. Selection. Within sixty (60) days of the Effective Date of this Agreement, Respondent M.J. Consulting & Development, Inc. shall select an Administrator and submit the individual's name, qualifications, and Statement of Work for HUD approval. HUD shall approve or disapprove of the Administrator within fifteen (15) days of receipt of the information from Respondent M.J. Consulting & Development, Inc.. The Administrator shall have expert fair housing and civil rights knowledge and qualifications.
- b. Replacement. Respondent M.J. Consulting & Development, Inc. shall notify HUD if the Administrator resigns or must be replaced and any replacement Administrator shall be subject to HUD approval. HUD may require

Respondent M.J. Consulting & Development, Inc. to obtain a replacement Administrator if HUD determines that the Administrator is not performing in accordance with the terms of this Agreement.

- c. Costs. All costs associated with the administration of the Compensation Fund by the Administrator shall be borne by Respondent M.J. Consulting & Development, Inc. The total costs of administration, including but not limited to any fees for services provided by the Administrator, will be paid from a separate fund not associated with the compensation fund.
- d. Identification of Aggrieved Individuals. Within one hundred and twenty (120) days of the Effective Date of this Agreement, the Administrator shall research and attempt to locate all head of households of any current or former tenant of Respondent M.J. Consulting & Development, Inc. from 2014-2020 that qualify for payment under the Compensation Fund. To the extent a head of household is no longer surviving, the co-head or next oldest adult family member in the household shall be considered the point of contact. Respondent M.J. Consulting & Development, Inc. shall assist in and coordinate with the Administrator's efforts to locate such tenants. Should the Administrator experience reasonable difficulty or delays in identifying and notifying tenants, the FHEO Regional Director or his designee may agree to appropriate extensions of deadlines, as necessary to fulfill the spirit of the Compensation Fund. Any such extension shall not exceed three (3) months. Any agreement regarding an extension shall be reduced to writing and signed by Respondent M.J. Consulting & Development, Inc. and approved by HUD.
- e. Notification to Aggrieved Individuals. Within one hundred and fifty (150) days of the Effective Date of this Agreement, the Administrator shall prepare and issue a Notice Letter in Spanish and English sent by regular U.S. mail and email to all Respondent M.J. Consulting & Development, Inc. current and former head of households. To the extent a head of household is no longer surviving, the Notice Letter shall be sent to the co-head or next oldest adult family member in the household according to the best available records. The Notice Letter shall notify the household of the Compensation Fund and the process for contacting the Administrator. The Administrator shall use good faith efforts to notify each current and former tenant, including identifying the proper address for, and notifying tenants who no longer reside at Rio Plata Development. Each current or former tenant who meets the criteria set forth in the Notice Letter shall receive a share from the Compensation Fund. The Notice Letter shall contain the following information:

- i. The Notice Letter shall provide the Administrator's name, a toll-free phone number, and email address to contact the Administrator during regular business hours, or where messages can be received.
 - ii. The Notice Letter shall include a clear statement in bold giving the deadline to return the Compensation Form by the interested tenant.
 - iii. The Notice Letter shall include an attached document called the "Compensation Form" containing information to be completed by any interested current or former tenant. Any tenant seeking compensation shall complete the Compensation Form, which shall include the following information: (1) the name and address of the head of household for each interested tenant; (2) the unit at Rio Plata in which the tenant resides or resided that was not accessible; (3) the dates of tenancy at Rio Plata; (4) an explanation of any Reasonable Accommodation requested, when it was requested, of whom it was requested, how it was requested, what, if any, response was received, when, if ever, the tenant was denied the Reasonable Accommodation, for how long the denial continued, and if the Reasonable Accommodation was fulfilled, whether there was a delay in obtaining the Reasonable Accommodation; and (5) any other information the tenant believes relevant. The tenant must apply for compensation in writing using the Compensation Form, unless the tenant requests an alternative method or assistance from the Administrator as a Reasonable Accommodation.
 - A. The Compensation Form shall clearly state in bold font the deadline for return of the Compensation Form.
 - B. The Compensation Form shall contain a statement that receipt of payment from the Compensation Fund shall not affect income eligibility or any other eligibility criteria for purposes of Respondent Rio Plata's programs. *See* 24 C.F.R. § 5.609(c).
- f. Compensation Fund Distributions. The Administrator shall review all responses received from the Notice Letter and shall send a proposal for monetary relief to HUD and Respondent Rio Plata within one (1) year of the Effective Date of this Agreement.
- i. The submission shall include copies of all responses received from the Notice Letter. If the Administrator recommends monetary relief, the Administrator will include an explanation of why the amount recommended is appropriate.

- ii. HUD retains the final authority to determine the amount of compensation provided to each aggrieved individual, if any. Respondent Rio Plata must award compensation to any aggrieved individual that HUD determines is entitled to such compensation. HUD may interview individuals to determine whether the recommendation from the Administrator is appropriate.
 - iii. Once HUD approves the individuals entitled to payment from the fund, the Administrator shall, within ten (10) days of the date of HUD's approval, the Administrator shall provide each aggrieved individual a form W-9. Upon receipt of the W-9 the Administrator shall issue payment to the aggrieved individual.
 - iv. Following payment to all identified aggrieved individuals pursuant to this Paragraph, any residual funds remaining in the Compensation Fund shall be used by Respondent M.J. Consulting & Development, Inc. to provide future reasonable accommodations to tenants with disabilities residing in any of its developments, which is consistent with a recipient of federal financial assistance's obligation to pay for the reasonable accommodations of its beneficiaries. Such funds shall remain available for this use until they are fully dispensed.
- g. Release of Claims. Individuals who receive payment from the Compensation Fund shall execute a release of claims, on a form that contains the information attached hereto as Attachment D. The Release of Claims shall be provided by the individual(s) receiving payment from the fund to the Administrator at the time of payment.
60. Respondent MJ Consulting & Development, Inc. shall conduct an audit of all tenants with disabilities residing at any development within its portfolio, including Colinas de Jaguas, Miramar Housing for the Elderly, Remanso de Esperanza, Rio Plata Development, and Villa Valencia, to determine whether such tenants meets the criteria used to determine adjusted income due to allowance eligibility, such as deductions for disability assistance and unreimbursed medical expenses, as provided for in Section 2 of HUD's Occupancy Handbook 4350.3 REV-1, Pages 5-40 through 5-51. The audit shall review all tenant files going back three (3) years from the Effective Date of this Agreement. Respondent MJ Consulting & Development, Inc. shall furnish an audit report to Respondent PRHFA and HUD within ninety (90) days of the Effective Date of this Agreement. Respondent MJ Consulting & Development shall issue a rent credit, income revision, and rent adjustment for the three (3) year audit period to any household with a member with a disability found to have been entitled to any income adjustment. Respondent MJ Consulting & Development, Inc. shall notify affected households and issue rent credits to affected households within

one hundred and twenty (120) days of the Effective Date of this Agreement. Respondent MJ Consulting & Development, Inc. shall issue refunds to affected tenants in the form of certified checks within one hundred and twenty (120) days of the Effective Date of this Agreement. Respondent MJ Consulting & Development, Inc. agrees that payment of any rent credit or issuance of an income revision or rent adjustment shall not affect a tenant's ability to recover other damages through the compensatory fund. Respondent MJ Consulting & Development, Inc. shall notify the Fund Administrator of any tenants identified through this audit.

VII. MISCELLANEOUS PROVISIONS

61. This Agreement, after it has been executed by the FHEO Regional Director or his or her designee, is binding upon Respondents, their employees, contractors, agents, successors.
62. This Agreement shall not be construed to limit or reduce the obligation of Respondents, and Respondents' programs, services, and activities, to comply with federal civil rights laws and implementing regulations, including Section 504, the ADA, and the Fair Housing Act, and their respective implementing regulations.
63. Upon execution of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
64. Upon execution of this Agreement, Respondents shall provide notice of the terms of this Agreement to its employees, contractors, subrecipients, and tenants within ten (10) days from the effective date.
65. This Agreement does not diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, the Fair Housing Act, or any other federal, State, or local civil rights statute or authority with respect to any past, current, ongoing, or future actions. This Agreement does not create any private right of action for any person or class of persons not a Party to this Agreement.
66. This Agreement does not in any way limit or restrict HUD's authority to investigate any other complaint involving Respondents or conduct a compliance review pursuant to Section 504 and the ADA, or investigate allegations pursuant to the Fair Housing Act, or any other authority within HUD's jurisdiction.
67. This Agreement does not commit HUD to provide any additional federal financial assistance for the purpose of carrying out Respondents' obligations under this Agreement beyond the federal financial assistance already allocated to Respondents.
68. The individuals identified in Section VI, above, and in accordance with Attachment A to this Agreement, acknowledge that the provisions of this Agreement, fully resolve

the subject matter of HUD Case Numbers: 02-20-0030-4 (Section 504) and 02-20-0016-D (ADA).

69. The individuals named in Section VIII, below, shall monitor whether the Respondents have satisfactorily complied with the provisions set forth in this Agreement. HUD may seek to amend the Agreement if HUD determines that it is in the best interests of the Parties. HUD may conduct an on-site or any other review of Respondents' compliance with the provisions of this Agreement, and, upon reasonable notice by HUD, Respondents shall grant HUD's employees access to its premises, records, and personnel during normal business hours throughout the term of this Agreement pursuant to 24 C.F.R. § 8.55(c) and 24 C.F.R. § 103.335.
70. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this Agreement, then the Parties shall confer in good faith to determine any appropriate modifications to this Agreement.
71. This Agreement (including its Attachments) is the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either Party shall be enforceable. This Agreement does not remedy any other potential violations of Section 504, the ADA, or other federal law. This Agreement does not relieve Respondents of their continuing obligation to comply with all aspects of Section 504, the ADA, and the Fair Housing Act.
72. Execution of this Agreement may be accomplished by separate execution of signatures to this Agreement; the original executed signature pages to be attached to the body of the Agreement constitute one document.

VIII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

73. HUD shall monitor Respondents' implementation of this Agreement. At its discretion, HUD may convene meetings with Respondents' PRHFA's Executive Director, Blanca Fernández and Rio Plata's President, Maria J. González de Jesus or other designated staff or authorized representative, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
74. For the twelve months after the Effective Date of the Agreement, Respondents shall provide monthly reports to HUD on any complaints received pursuant to Section V, Subsection G of this Agreement. These reports shall be submitted electronically to Tzeitel Andino-Caballero, Deputy Director, Region II, Office of Fair Housing and Equal Opportunity at tzeitel.andino-caballero@hud.gov. All documents or logs referenced in the report shall be provided as attachments to the report. These reports shall be submitted on the last business day of each month.

75. Respondents shall submit reports to HUD on each provision of this Agreement quarterly. These reports shall be submitted electronically to Tzeitel Andino-Caballero, Deputy Director, Region II, Office of Fair Housing and Equal Opportunity at tzeitel.andino-caballero@hud.gov. All documents or logs referenced in the report shall be provided as attachments to the report. These reports shall be submitted on the last business day of March, June, September, and December.
76. Failure to carry out any term of this Agreement resulting in a material breach may result in the suspension or termination of, or refusal to grant or to continue federal financial assistance to Respondents, or other actions authorized by law, including referral to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court.
77. Upon notice that HUD has referred this Agreement to the Department of Justice, all items that are required to be submitted to HUD shall be submitted to both HUD and the Department of Justice.
78. Should HUD learn of Respondents' noncompliance with this Agreement, HUD shall provide notification to the Respondents' PRHFA's Executive Director, Blanca Fernández and Rio Plata's President, Mary Jo González via email. Respondents shall have seven (7) days to cure the breach following the date of the email notice. If failure to cure occurs, HUD may take appropriate enforcement action, including referring this Agreement to the Department of Justice. *See* 28 C.F.R. § 50.3 and 42 U.S.C. § 3610(c).
79. HUD reserves the right to refer this Agreement to the Department of Justice without providing an opportunity to cure in the following circumstances:
 - a. Notification by Respondent of intent to engage in an action that would breach this Agreement;
 - b. Significant non-compliance with this Agreement;
 - c. Breaches that are not reasonably curable; or
 - d. Any breach that by its nature constitutes noncompliance with civil rights requirements.
80. In the event that the Respondent fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, HUD may enforce that provision by any contractual, statutory, or regulatory remedy available to HUD.

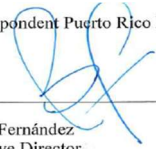
81. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, failure by HUD to enforce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

82. This Agreement and any documents incorporated by reference constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding. This Agreement may not be revised, except upon the mutual agreement of the Parties in writing attested to by the signatures of all Parties to the revision.

IX. SIGNATURES

For Respondent Puerto Rico Housing Finance Authority:

For Respondent Puerto Rico Housing Finance Authority:



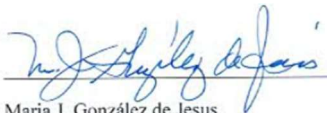
Blanca Fernández
Executive Director
Puerto Rico Housing Finance Authority

4-16-2021

Blanca Fernández
Executive Director
Puerto Rico Housing Finance Authority

Date

For Respondent Rio Plata Development:




Maria J. González de Jesus

4-15-2021

Maria J. González de Jesus
President
Rio Plata Housing, LLC, Desarrolladora Rio Plata, Inc., and Rio Plata Development

Date

For Respondent M.J. Consulting & Development, Inc.:



Maria J. González de Jesus

4-15-2021

Maria J. González de Jesus
President
M.J. Consulting & Development, Inc.

Date

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



4/26/2021

Jay Golden
Regional Director, Region II
Office of Fair Housing and Equal Opportunity

Date

ATTACHMENT A – RELEASE OF CLAIMS

Upon execution of this Attachment to the Agreement, the Aggrieved Individuals and Complainant(s) listed in Section VI hereby release Respondents PRHFA and Respondent Rio Plata, its employees, subrecipients, assigns, contractors, successors, officers, agents, and board members from any claims arising out of the subject matter of Case Nos. 02-20-0030-4 (Section 504) and 02-20-0016-D (ADA), which could have been filed in any action or suit arising from said subject matter under Section 504, the ADA, and the Fair Housing Act, or with respect to the claims the individuals listed below may have arising out of the subject matter of Case Nos. 02-20-0030-4 (Section 504) and 02-20-0016-D (ADA) as an heir, legatee, beneficiary, or devisee of Esther Luz Nieves Baez or her estate.

_____	_____
██████████	Date
_____	_____
██████████	Date
_____	_____
██████████████████	Date
_____	_____
██████████████████████████████	Date

**ATTACHMENT B – CERTIFICATION OF COMPLIANCE
WITH ACCESSIBILITY STANDARDS FOR RIO PLATA DEVELOPMENT**

I, [insert name], in my capacity as a licensed architect, engineer, structural engineer, or other credentialed professional approved by HUD to perform as the Neutral Accessibility Consultant acting on behalf of the Puerto Rico Housing Finance Authority, pursuant to Sections G and H of that certain Voluntary Compliance Agreement (VCA) executed by the Puerto Rico Housing Finance Authority and the U.S. Department of Housing and Urban Development, hereby CERTIFY, based on an on-site accessibility survey, to the best of my professional knowledge, information, and belief that the Housing Development identified below, including the Housing Units and public and common use areas, is in compliance with the requirements of Section 504 of the Rehabilitation Act (Section 504), 29 U.S.C. § 794 and HUD’s Section 504 implementing regulation, including 24 C.F.R. §§ 8.21(a), 8.22, and 8.26; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134 and the U.S. Department of Justice’s ADA Implementing regulation, including 28 C.F.R. § 35.151; and the Accessibility Standards identified below.

Rio Plata Development

State Road 156 Km. 33.5, Palomas Ward, Comerio, PR 00782

Description of Features and Amenities (e.g., community room, playground equipment, computer lab, fitness center, transportation services, swimming pool, on-site laundry, library):

Name and Professional Qualifications of Surveyor(s):

Date of Survey:

Accessibility Standard Used to Verify Compliance:

Alternative Accessibility Standard

Fair Housing Act Compliance (select one):

This Development is not covered by the Fair Housing Act design and construction requirements. It was designed and constructed for first occupancy on or before March 13, 1991, or is a building consisting of fewer than four dwelling units, or is otherwise not covered by the Fair Housing Act design and construction requirements (e.g., a building consisting entirely of multistory townhouses and no elevator).

This Development is covered by the Fair Housing Act design and construction requirements and meets the following design standard:

_____ ANSI A117.1-1986 and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers about the Guidelines, June 28, 1994

_____ Other Fair Housing Act Safe Harbor (in addition to ANSI A.117-1986) (specify)
_____.

Description of Required Accessible Housing Units

_____ Total Housing Units in Development (including Accessible and inaccessible Units)

_____ Total Accessible Housing Units in Development

_____ Total Required Housing Units with Mobility Features (at least 5%)

_____ Total Required Housing Units with Hearing/Vision Features (at least 2%)

Description of Additional Accessible Housing Units Provided at this Development:

Number of Additional Units with Mobility Features above 5% minimum:

Number of Additional Units with Hearing/Vision Features above 2%:

Comments (if any):

Rio Plata Verification of Compliance

Signature of
Neutral Accessibility Consultant: _____ Date Signed: _____

License No.: _____

PRHFA Certification of Compliance

Signature of
Responsible PRHFA Official: _____ Date Signed: _____

**ATTACHMENT C – CERTIFICATION OF COMPLIANCE
WITH ACCESSIBILITY STANDARDS**

I, [insert name], in my capacity as a licensed architect, engineer, structural engineer, or other credentialed professional approved by HUD to perform as the Neutral Accessibility Consultant acting on behalf of the Puerto Rico Housing Finance Authority, pursuant to Section H of that certain Voluntary Compliance Agreement (VCA) executed by the Puerto Rico Housing Finance Authority and the U.S. Department of Housing and Urban Development, hereby CERTIFY, based on an on-site accessibility survey, to the best of my professional knowledge, information, and belief that the Housing Development identified below, including the Housing Units and public and common use areas, is in compliance with the requirements of Section 504 of the Rehabilitation Act (Section 504), 29 U.S.C. § 794 and HUD's Section 504 implementing regulation, including 24 C.F.R. §§ 8.21(a), 8.22, and 8.26; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134 and the U.S. Department of Justice's ADA Implementing regulation, including 28 C.F.R. § 35.151; and the Accessibility Standards identified below.

[Insert Name of Development]

[Insert Address of Development]

Description of Features and Amenities (e.g., community room, playground equipment, computer lab, fitness center, transportation services, swimming pool, on-site laundry, library):

Name and Professional Qualifications of Surveyor(s):

Date of Survey:

Accessibility Standard Used to Verify Compliance:

Select One: UFAS Alternative Accessibility Standard Other Section 504
Accessibility Standard Adopted by HUD through rule making

Fair Housing Act Compliance (select one):

This Development is not covered by the Fair Housing Act design and construction requirements. It was designed and constructed for first occupancy on or before March 13, 1991, or is a building consisting of fewer than four dwelling units, or is otherwise not covered by the Fair Housing Act design and construction requirements (e.g., a building consisting entirely of multistory townhouses and no elevator).

_____ This Development is covered by the Fair Housing Act design and construction requirements and meets the following design standard:

_____ ANSI A117.1-1986 and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers about the Guidelines, June 28, 1994

_____ Other Fair Housing Act Safe Harbor (in addition to ANSI A.117-1986) (specify) _____.

Description of Required Accessible Housing Units

_____ Total Housing Units in Development (including Accessible and inaccessible Units)

_____ Total Accessible Housing Units in Development

_____ Total Required Housing Units with Mobility Features (at least 5%)

_____ Total Required Housing Units with Hearing/Vision Features (at least 2%)

Description of Additional Accessible Housing Units Provided at this Development:

Number of Additional Units with Mobility Features above 5% minimum:

Number of Additional Units with Hearing/Vision Features above 2%:

Comments (if any):

Verification of Compliance

Signature of
Neutral Accessibility Consultant: _____ Date Signed: _____

License No.: _____

PRHFA Certification of Compliance

Signature of
Responsible PRHFA Official: _____ Date Signed: _____

ATTACHMENT D – RELEASE OF CLAIMS – COMPENSATION FUND

Upon receipt of payment from the Compensation Fund, the Aggrieved Individuals identified by the Fund Administrator hereby release Respondent Rio Plata, its employees, subrecipients, assigns, contractors, successors, officers, agents, and board members from any claims arising out of the subject matter of Case Nos. 02-20-0030-4 (Section 504) and 02-20-0016-D (ADA), which could have been filed in any action or suit arising from said subject matter under Section 504, the ADA, and Fair Housing Act.

[NAME OF AGGRIEVED INDIVIDUAL]

Date