

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

**VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

**THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**AND**

**THE HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

**THE HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

**VOLUNTARY COMPLIANCE AGREEMENT**

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**THE HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

**VOLUNTARY COMPLIANCE AGREEMENT**

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**I. INTRODUCTION**

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

The HACP is subject to Federal civil rights laws and regulations. *See* Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>; the Fair Housing Act of 1968, as amended (Fair Housing Act)<sup>3</sup>; the Architectural Barriers Act of 1968<sup>4</sup>, Section 109 of the Housing and Community Development Act of 1974 (Section 109)<sup>5</sup> and the respective implementing regulations for each Act. *See* also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of the HACP's Moving to Work (MTW) Agreement with HUD.

In March 1995, the Office of Fair Housing and Equal Opportunity (FHEO) executed a Voluntary Compliance Agreement (Agreement or VCA) with HACP. Under the terms of the March 1995 VCA, HACP was required to conduct an updated Section 504 Needs Assessment to identify the needs of its current residents, applicants and income-eligible persons with disabilities in the City of Pittsburgh and to develop a Transition Plan to make requisite numbers of units accessible to meet the needs of persons with disabilities. In addition, the VCA required HACP to

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<sup>1</sup> 29 U.S.C. § 794; 24 C.F.R. Part 8.

<sup>2</sup> 42 U.S.C. §§ 12101 *et seq.*; 28 C.F.R. Part 35.

<sup>3</sup> 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.

<sup>4</sup> 42 U.S.C. §§ 4151-4157.

<sup>5</sup> 42 U.S.C. §§ 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602.

develop specific performance targets with interim steps to make all structural changes necessary to ensure that at least 5% of its public housing units complied with Section 504. The VCA was extended several times with some amendments, but as of 2003 HACP still had not completed the required Needs Assessment and Transition Plan. FHEO conducted a Section 504 on-site review during the week of June 30, 2003 to determine HACP's compliance with Section 504 and the VCA. The Department issued its preliminary Letter of Findings on April 19, 2004, which stated the Department determined that HACP was in noncompliance with both the terms of the VCA and Section 504.

On May 22, 2004, HACP submitted its request for review of the Department's April 19, 2004 findings, as permitted under 24 C.F.R. § 8.56 (h)(1). On November 15, 2004, the Department granted HACP's request in part and determined that additional on-site review work was required before the Department could issue a Final Determination.

During the week of January 10-14, 2005, the Department conducted an on-site review of HACP's compliance with Section 504 and Title II of the ADA. Specifically, the Department's January 2005 compliance review focused primarily on HACP's Low Income Public Housing (LIPH) program.<sup>6</sup> The review included an examination of HACP's LIPH application and resident files, waiting lists, reasonable accommodation requests, transfer requests and maintenance records. In addition, the Department selected and reviewed a purposive sample of six (6) public housing developments and conducted physical surveys of twenty-one (21) dwelling units, including the designated accessible routes and access to common areas associated with those units that HACP had designated as "UFAS accessible."

On February 22, 2005, the Department opted to issue a new preliminary Letter of Findings (LOF) of noncompliance. The Department's on-site review revealed non-compliance with respect to accessibility of the HACP's housing units, as well as accessibility to HACP's housing and non-housing programs, services and activities. In addition, the Department's review concluded that HACP's Admission and Occupancy Policies, Transfer Policy and Reasonable Accommodation Policy and procedures were not operated and implemented in a manner to ensure that these policies and practices did not discriminate against qualified individuals with disabilities on the basis of their disabilities.

The HACP agrees to enter into this VCA in order to address the issues raised in the Department's February 22, 2005 LOF; and, in order to comply with its responsibilities under Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations.

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<sup>6</sup> The Department's on-site accessibility reviews of family and elderly LIPH developments included HOPE VI and mixed finance new construction.

## II. DEFINITIONS

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

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

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

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

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

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

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

HACP – The officers, directors, agents (including contract employees), employees and successors or assigns of The Housing Authority of the City of Pittsburgh.

Non-Housing Programs - All or any HACP-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances (e.g., buses, shuttles and vans), roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, the HACP on-site offices, community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the HACP, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in HACP’s housing programs. To the extent that

entrances, elevators, and common areas provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

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

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

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

Total Housing Units – For purposes of this Agreement, the total number of HACP’s public housing units is five thousand two hundred seventy-four (5,274) as reflected in **Appendix A**.

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

UFAS-Accessible Unit – A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on an Accessible Route, as defined in this Agreement. The unit can be approached, entered and used by individuals with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. The accompanying Non-Housing Programs must also be accessible unless HACP can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable; or, would create an undue financial and administrative burden.

UFAS-Adaptable Unit - A dwelling unit that is on an Accessible Route, as defined by this Agreement, and is adaptable and otherwise in compliance with the standards set forth in § 8.32 is “accessible.” Adaptable or adaptability means the ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. *See* 24 C.F.R. §§ 8.3 & 8.32; UFAS §§ 4.34.3 - 4.34.6.

### III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all Federally-funded projects, related facilities, and programs or activities that the HACP, its agents, successors, and assigns own, control, operate or sponsor. This Agreement also applies to HACP's public housing units in HOPE VI revitalization projects, mixed finance projects, and HACP's scattered site units.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of the HACP and HUD. This Agreement shall remain in effect until the HACP has satisfactorily completed the provisions set forth in this Agreement; or, for a minimum of four (4) years after the effective date of this Agreement, whichever is later.
- C. HACP's Moving to Work (MTW) Annual and Five Year Plans must be consistent with the requirements of this Agreement. HACP shall amend those Plans, as necessary, in order to ensure the adoption of the requirements of this Agreement, including policies with respect to tenant selection and assignment; planning and completion (including allocation of sufficient funding) of modifications to housing units and HACP's Non-Housing Programs in order to provide accessibility for persons with disabilities. Upon expiration of the MTW Agreement, HACP's Annual PHA Plan and Five Year PHA Plan shall be consistent with the requirements of this VCA.
- D. Notwithstanding any notice or consultation requirements of this Agreement, HACP shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan (PHA Plan regulation at 24 C.F.R. Part 903).
- E. The Department may amend upward the minimum five percent (5%) requirement, as set forth in Section IV. (C)(1)(a) of this Agreement, if the Department determines, pursuant to 24 C.F.R. §§ 8.22 (c) and 8.23 (b)(2), that the needs of income eligible persons with disabilities in the City of Pittsburgh for UFAS-Accessible Units exceed five percent (5%). *See also* 24 C.F.R. § 8.25 (c).
- F. With respect to any and all UFAS-Adaptable units, as defined by this Agreement, that HACP constructs or converts to meet the VCA's requirement that two hundred sixty four (264) of its Total Housing Units be constructed or converted as UFAS-Accessible, as set forth in Paragraph IV. (C)(1)(a) of this Agreement, HACP waives the defense of undue financial and administrative burden as to any modification(s) made to convert a UFAS-Adaptable unit at the request of an applicant or resident with a disability who requires the features of the adaptable unit.
- G. This Agreement, including the UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, will serve as HACP's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. *See* 24 C.F.R. §§ 8.21 (c)(4), 8.24 (d) and 8.25 (c).
- H. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.



- I. This Agreement does not affect the ability of HUD or HACP to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- J. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law.
- K. The HACP shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with HACP's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- L. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding HACP's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- M. This Agreement does not supersede, or in any manner change, the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- N. This Agreement does not affect any requirements for HACP to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
- O. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. *See* 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205.
- P. The HACP shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- Q. This Agreement and the requirements herein are controlling in the event that a court orders the HACP to provide a lesser number of units accessible to individuals with disabilities than the requirements stated in this Agreement, and HUD is not a party to the litigation.
- R. HACP will provide in alternate formats, upon request, all notices, correspondence and/or communications that this Agreement requires to be disseminated. *See* 24 C.F.R. § 8.6.

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

##### **A. VOLUNTARY COMPLIANCE AGREEMENT (VCA) ADMINISTRATOR**

1. Within thirty (30) days of the effective date of this Agreement, the HACP will appoint an Acting VCA Administrator and provide HUD with the name of the individual designated to serve as such.
2. Within ninety (90) days of the effective date of this Agreement, HACP shall hire or appoint a VCA Administrator.
3. The Acting VCA Administrator or VCA Administrator will report directly to the Executive Director of the HACP.
4. HACP shall have a VCA Administrator or Acting VCA Administrator for the duration of the VCA.
5. The Acting VCA Administrator or VCA Administrator will be responsible for coordinating all compliance activities under this Agreement, specifically:
  - a. Implementation of the provisions of this Agreement;
  - b. Coordination of the activities of the HACP personnel who will assist the VCA Administrator in implementing this Agreement; and
  - c. Submission of all reports, records and plans required by this Agreement.
6. The HACP shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.
7. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the HACP shall designate an Acting VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator. Upon designation, HACP shall provide HUD with the name of the individual selected to serve as the Acting VCA Administrator.
8. Within ninety (90) days of the termination or resignation of the VCA Administrator, HACP shall select a new VCA Administrator. Upon designation, the HACP shall provide HUD with written notice of the new VCA Administrator.

**B. SECTION 504/ADA COORDINATOR**

1. Pursuant to 24 C.F.R. § 8.53 (a) and 28 C.F.R. § 35.107, HACP shall employ a Section 504/ADA Coordinator to perform the following functions:
  - a. Coordinate HACP's compliance with Section 504 and HUD's implementing regulations;
  - b. Assume the duties set forth in this Agreement including, but not limited to, the development and implementation of the Reasonable Accommodation Policy and Effective Communication Policy and procedures set forth in Paragraph IV. (E), below;
  - c. Coordinate HACP's compliance with Title II of the ADA; and
  - d. Coordinate with the HACP's VCA Administrator, as reflected in Paragraph IV. (A), on the implementation of the provisions of this Agreement.

The individual fulfilling the role of Section 504/ADA Coordinator must have prior experience that demonstrates knowledge of and expertise concerning Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, the regulations implementing those statutes, and applicable accessibility standards.

2. Upon the effective date of this Agreement, HACP has indicated that Mr. Charles Keenan is appointed as HACP's Section 504/ADA Coordinator.
3. In the event that the Section 504/ADA Coordinator resigns or is otherwise terminated prior to the expiration of this Agreement, the HACP shall:
  - a. Within fourteen (14) days of the Section 504/ADA Coordinator's resignation or termination, designate an Acting Section 504/ADA Coordinator. Upon designation, HACP shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator.
  - b. Within ninety (90) days of the resignation or termination of the Section 504/ADA Coordinator, HACP shall hire or appoint a new Section 504/ADA Coordinator with prior experience demonstrating knowledge of and expertise concerning Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, the regulations implementing those statutes and applicable accessibility standards.
  - c. Upon selection of the new Section 504/ADA Coordinator, HACP shall provide HUD with the name of the individual selected to serve as the Section 504/ADA Coordinator and a copy of the Coordinator's resume and/or curriculum vitae.

## C. HOUSING PROGRAMS

### 1. Provision of UFAS-Accessible Units

- a. Subject to the requirements of the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (C)(2), HACP shall construct or convert a **minimum of five percent (5%)** of its 5,274 Total Housing Units as set forth in **Appendix A** or **two hundred sixty-four (264) UFAS-Accessible units**.
- b. The construction or conversion of these **two hundred sixty-four (264)** UFAS-Accessible Units shall commence no later than sixty (60) days following HUD's approval of the UFAS-Accessible Unit Plan, described in Paragraph IV. (C)(2), below. Commence means construction contracts have been awarded.
  - i. Nothing in this Agreement diminishes HACP's obligation to comply with 24 C.F.R. §§ 8.4(b)(1)(i) and (ii), which prohibits recipients from providing housing to qualified individuals with disabilities that is not equal to that afforded others; or providing housing to qualified individuals with disabilities that is not as effective in affording the individual with an equal opportunity to achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others.
- c. HACP must demonstrate the completion of the construction or conversion of the two hundred sixty-four (264) UFAS-Accessible Units, as described in Paragraph IV. (C)(1), above, within five (5) years of the effective date of this Agreement.
- d. Unless otherwise agreed by HUD pursuant to HUD's approval of HACP's **UFAS-Accessible Unit Plan**, described in Paragraph IV. (C)(2), below, HACP will demonstrate the completion of:
  - i. a minimum of fifty (50) UFAS-Accessible Units, as described in Paragraph IV. (C)(1), no later than December 31, 2006;
  - ii. a minimum of an additional sixty-five (65) units by December 31, 2007; or, a cumulative minimum of one hundred fifteen (115) units by December 31, 2007;
  - iii. a minimum of an additional sixty-five (65) units by December 31, 2008; or, a cumulative minimum of one hundred eighty (180) units by December 31, 2008;
  - iv. a minimum of an additional sixty-five (65) units by December 31, 2009; or, a cumulative minimum of two hundred forty-five (245) units by December 31, 2009;
  - v. an additional nineteen (19) units by June 15, 2010; or, a cumulative minimum of two hundred sixty-four (264) units by June 15, 2010.
- e. The UFAS-Accessible units to be completed pursuant to this Agreement shall be to the maximum extent feasible and subject to reasonable health and safety requirements (*See* 24 C.F.R. § 8.26):
  - (1) distributed throughout HACP's developments and sites; and

- (2) available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.
- f. If HACP proposes to construct or modify as UFAS-Accessible fewer than five percent (5%) of the units in a given development, then HACP shall provide, for HUD's review and approval, a detailed description and supporting documentation regarding structural impracticability and/or undue financial and administrative burden at each of those developments. *See* Paragraph IV. (D)(2).
- g. For purposes of calculating HACP's construction or conversion of two hundred sixty-four (264) UFAS-Accessible housing units, as set forth in Paragraph IV. (C)(1), under no circumstance will the Department consider a proposal that would include greater than twenty-five percent (25%) of the total units in a single development.
- h. A UFAS-Accessible Unit will not be deemed completed under Paragraph IV. (C)(1)(d) until:
  - i. the Non-Housing Programs serving that unit are accessible to individuals with disabilities; and
  - ii. HACP has submitted a third-party certification that the UFAS-Accessible unit and Non-Housing Programs serving that unit comply with the requirements of UFAS, and where applicable, ADA Standards and the Fair Housing Act. *See* Paragraph IV. (C)(3).
- i. HACP's Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1), below, will identify those Non-Housing Programs that are currently inaccessible to persons with disabilities. HACP's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate the work required to ensure completion of UFAS-Accessible Units with accessible Non-Housing Programs within the timeframes set forth in Paragraph IV. (C)(1)(d).
- j. If HACP opts to provide a UFAS-Adaptable unit, as defined by this Agreement, as a UFAS-Accessible Unit, HACP must adopt and implement a formal policy and procedure whereby: (1) all new residents will be informed about adaptable features prior to leasing the unit and be able to request that adaptable features be modified or altered to the preference of the new resident; (2) consumer information about adaptable features will be provided within the unit prior to any move-in; (3) consumer information about adaptable features will be provided to residents during the annual recertification process; (4) consumer information will be provided directly to the new resident before move-in to enable him/her to request adjustments to the adaptable features prior to move-in; (5) HACP's internal procedures are set forth, including specific timeframes, for commencing and completing modifications to an adaptable unit; and (6) the procedures will include the HACP employees and/or offices responsible for coordinating the processing of requests between the HACP's Section 504/ADA Coordinator's Office, Property Management & Occupancy Offices, Maintenance Department and/or Modernization & Development Department, as appropriate.

## 2. UFAS-Accessible Unit Plan

- a. Submission to HUD and Approval
  - i. Within one hundred fifty (150) days of the effective date of this Agreement, HACP will submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in **Appendix A**.
  - ii. HUD will provide the HACP with its approval, or comments, within forty-five (45) days of receipt of both the HACP's proposed **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (D)(1).
- b. Plan Requirements
  - i. The Plan will address all developments covered under this Agreement, as referenced in **Appendix A**.
  - ii. The **UFAS-Accessible Unit Plan** will include the following information to be provided in an EXCEL format by completing the UFAS-Accessible Unit Plan template provided in **Appendix B**:
    - (1) development name and number;
    - (2) whether the development is elderly or family;
    - (3) existing number of units in each development;
    - (4) proposed bedroom size distribution after approved demolition;
    - (5) existing number of units with some accessibility features by bedroom size;
    - (6) proposed bedroom size distribution and total number of UFAS-Accessible Units (specifying the number by bedroom size that will be UFAS-Adaptable) for each development;
    - (7) proposed starting and completion dates for construction or alteration of accessible units in each development; and
    - (8) total estimated cost by development.
  - iii. The **UFAS-Accessible Unit Plan** shall also include a site map for each development that includes the following:
    - (1) identification of the units by addresses that will be constructed or modified to be UFAS-Accessible;
    - (2) bedroom size of each unit that will be UFAS-Accessible; and
    - (3) identification of (i) common areas and non-housing programs at each development, including, but not limited to, accessible routes, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites; and (ii) whether those common areas and non-housing programs require modifications to meet the requirements of UFAS and, if applicable, the ADA Accessibility Guidelines.
  - iv. The **UFAS-Accessible Unit Plan** will also provide:

- (1) interim timeframes and benchmarks for meeting the UFAS-Accessible Unit production rates set forth in Paragraph IV. (C)(1)(d);
- (2) three (3) years of vacancy rate and turnover rate for each development;
- (3) current occupancy status of the units that will be made UFAS-Accessible;
- (4) a resident relocation plan for occupied units that HACP determines will need to be vacant in order to make the requisite modifications so that the units are UFAS-Accessible;
- (5) if the **UFAS-Accessible Unit Plan** proposes fewer than five percent (5%) of the units in a given development to be UFAS-Accessible, then HACP shall provide a detailed description and supporting information, for HUD's review and approval, regarding the structural impracticability and/or undue financial and administrative burden that impedes meeting the five percent (5%) level at each of those developments; and
- (6) if HACP opts to provide a UFAS-Adaptable unit, as defined by this Agreement, as a UFAS-Accessible Unit, HACP must submit with the **UFAS-Accessible Unit Plan** a draft policy and procedure whereby
  - (a) all new residents will be informed about adaptable features prior to leasing the unit and be able to request that adaptable features be modified or altered to the preference of the new resident;
  - (b) consumer information about adaptable features will be provided within the unit prior to any move-in;
  - (c) consumer information about adaptable features will be provided to residents during the annual recertification process;
  - (d) consumer information will provided directly to the new resident before move-in to enable him/her to request adjustments to the adaptable features prior to move-in;
  - (e) HACP's internal procedures are set forth, including specific timeframes, for commencing and completing modifications to an adaptable unit; and
  - (f) the procedures will include the HACP employees and/or offices responsible for coordinating the processing of requests between the HACP's Section 504/ADA Coordinator's Office, Property Management & Occupancy Offices, Maintenance Department and/or Modernization & Development Department, as appropriate.

### 3. Certification of UFAS-Accessible Units

- a. Within one hundred fifty (150) days of the effective date of this Agreement, HACP will submit, for HUD review and approval, the name, qualifications and experience of the independent third-party architectural and/or engineering firm with whom HACP proposes to contract to review and certify that the units constructed or converted pursuant to Paragraph IV. (C)(1)(a) meet the requirements of UFAS and, if applicable, the ADA and Fair Housing Act. HUD will provide its approval, or comments, within thirty (30) days of HACP's submission of the proposed architectural/engineering firm.
- b. The independent third-party architectural and/or engineering firm, as referenced in Paragraph IV. (C)(3)(a), above, shall be independent from any firm or entity with whom HACP contracts for the purposes of either developing the

plans/drawings/blueprints or constructing or converting housing units or non-housing programs to implement HACP's UFAS-Accessible Unit Plan or Non-Housing Program Accessibility Plan, as described in Paragraphs IV. (C)(2) and (D)(1), respectively.

- c. When HACP in its quarterly reporting proffers that it has completed UFAS-Accessible Units, including accessibility to the Non-Housing Programs, HACP will provide a written certification referenced in Paragraph IV. (C)(3)(a) that the proffered unit complies with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act. HACP shall also provide a written certification that the Non-Housing Programs serving the proffered UFAS-Accessible Unit comply with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act. *See* Paragraph IV. (D)(1).
- d. HUD reserves the right to conduct periodic on-site reviews of the completed UFAS-Accessible Units to ensure compliance.

#### **4. Status Reports on UFAS-Accessible Unit Production**

- a. The HACP will submit Quarterly Reports to HUD with respect to UFAS-Accessible Units for the duration of this Agreement. These reports shall be in a .pdf format or a format compatible with Microsoft Office XP Professional, and contain the following information:
  - (1) the number of UFAS-Accessible Units for which funds have been allocated;
  - (2) the physical work that has been undertaken by development name and complete unit address;
  - (3) the physical work that has been completed by development name and complete unit address;
  - (4) for each completed unit, an independent third-party verification that:
    - (a) the unit complies with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act; and
    - (b) the Non-Housing Programs serving the proffered UFAS-Accessible Unit comply with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act. UFAS-Accessible unit counts for the given reporting period and cumulatively from the effective date of this Agreement; and
  - (5) a narrative to describe any delays in meeting the interim timeframes and benchmarks identified in the HUD approved UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2).
- b. The first quarterly report on the status of UFAS-Accessible Units shall be due on January 31, 2006 and cover activity from the effective date of the VCA to December 31, 2005. Thereafter, the reports will be due at quarterly intervals, e.g., on April 30, July 31, October 31 and January 31 and report on the status of activities in the quarter ending as of March 31, June 30, September 30 and December 31, for the duration of this Agreement.
- c. HUD and HACP shall work together to develop a template for these quarterly reports.



**D. NON-HOUSING PROGRAMS**

**1. Non-Housing Program Accessibility**

HACP Non-Housing Programs shall be accessible to persons with disabilities. *See* 24 C.F.R. § 8.21. Non-Housing Programs include, but are not limited to, all common areas, accessible routes, management and regional offices (including restrooms), laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers (including restrooms); and, day care facilities (including restrooms). *See* 24 C.F.R. § 8.21.

**2. Non-Housing Program Accessibility Plan**

a. Submission to HUD and Approval

- i. Within one hundred fifty (150) days of the effective date of this Agreement, HACP will submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan** for all developments identified in **Appendix A**.
- ii. HUD will provide HACP with its approval, or comments, within forty-five (45) days of receipt of both the HACP's proposed **Non-Housing Program Accessibility Plan and UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (C)(2).

b. Plan Requirements

The Non-Housing Program Accessibility Plan shall include:

- i. Identification of specific elements to be made accessible at each development to achieve accessibility as described in Paragraph IV. (D)(1)(b) above;
- ii. A timetable for completing all required modifications to Non-Housing Programs within five (5) years of the effective date of this Agreement;
- iii. Interim timeframes and benchmarks for providing accessible Non-Housing Programs to ensure meeting the UFAS Unit Accessible production schedule set forth in Paragraph IV. (C) and the UFAS-Accessible Unit Plan;
- iv. Identification of the source of the funding to accomplish each task; and
- v. where HACP provides transportation to HACP-sponsored programs, services or activities, HACP will include its plans to provide accessible transportation to take individuals with disabilities (including their accompanying family members and friends without disabilities) to HACP-sponsored services, programs or activities.

If HACP determines that accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural impracticability and/or an undue financial and administrative burden, then HACP shall submit with its Non-

Housing Accessibility Plan a detailed description and supporting information, for HUD's review and approval, regarding structural impracticability and/or undue financial and administrative burden at each of those developments.

c. Quarterly Reporting

Independent of the Non-Housing Program certifications provided pursuant to HACP's proffer of completed units (Paragraph IV. (C)(3)):

- i. HACP shall submit to HUD, for the duration of the Agreement, Quarterly Reports with respect to its progress in making its Non-Housing Programs accessible. These reports shall be in a .pdf format or a format compatible with Microsoft Office XP Professional, and contain, at a minimum, the following type of information: progress planned; progress made; progress remaining and reason for delay; and dates of completion/proposed completion; and
  - ii. HUD and HACP shall work together to develop a template for these quarterly reports.
- d. The first quarterly report on the status of UFAS-Accessible Units shall be due on January 31, 2006 and cover activity from the effective date of the VCA to December 31, 2005. Thereafter, the reports will be due at quarterly intervals, e.g., on April 30, July 31, October 31 and January 31 and report on the status of activities in the quarter ending as of March 31, June 30, September 30 and December 31, for the duration of this Agreement.

**E. POLICIES AND PROCEDURES**

1. Amendments to Admissions and Continued Occupancy Policy (ACOP)

- a. Within one hundred fifty (150) days of the effective date of this Agreement, the HACP shall submit a proposed, amended Admissions and Continued Occupancy Policy (ACOP) to HUD for its review and approval;
- b. The proposed, amended ACOP will incorporate the Policies and Procedures referenced in this Agreement, as follows:
  - (i) Admissions and Transfers of Persons to UFAS-Accessible Units (Paragraph IV. (E)(2));
  - (ii) Reasonable Accommodation Policy (Paragraph IV. (E)(3));
  - (iii) Effective Communication Policy (Paragraph IV. (E)(4)); and
  - (iv) Assistance Animal Policy (Paragraph IV. (E)(5)).
- c. HUD will provide its approval, or comments, to the proposed, amended ACOP within forty-five (45) days of receipt.
- d. Within thirty (30) days of HUD's approval, HACP shall submit the amended ACOP to the HACP Board and for public comment pursuant to 24 C.F.R. Part 960.
- e. Within thirty (30) days of the close of the public comment period and if there are no public comments as described in Paragraph IV. (E)(1)(f) below, the HACP Board shall provide final approval and HACP will fully adopt and implement the amended ACOP.
- f. In the event that public comments require a change to any of the amended ACOP sections that relate to requirements of this Agreement, within thirty (30) days of the close of the public comment period, HACP shall submit proposed revisions of the amended ACOP to HUD for approval. Within thirty (30) days of HUD approval, the HACP Board shall provide final approval and HACP will fully adopt and implement the amended ACOP.

2. Admissions and Transfers of Persons to UFAS-Accessible Units

- a. HACP's proposed, amended ACOP, referenced in Paragraph IV. (E)(1), shall amend § 10.3 and other sections of the December 2004 HACP ACOP to adopt and implement the following provisions with respect to the admission and transfer of residents and applicants with disabilities into HACP's UFAS-Accessible Units:
  - (i) transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through HACP's Section 504/ADA Coordinator's Office;
  - (ii) when an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires

the accessibility features of the vacant, accessible unit and occupying a unit not having those features;

- (iii) if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then it will be offered to a current resident with disabilities residing in another development who requires the accessibility features of the vacant accessible unit and occupying a unit not having these features;
  - (iv) if there is no current resident who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then the vacant, accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, accessible unit; and
  - (v) if there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. However, HACP will require the applicant to execute a Lease Addendum that requires the resident to relocate, at HACP's expense, to a non-accessible unit within thirty (30) days of notice by the HACP that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27.
- b. HACP's proposed, amended ACOP, referenced in Paragraph IV. (E)(1), shall also include amendments to the following existing sections of HACP's existing ACOP that cover **transfers**:
- (i) § 13.4 shall be amended to provide that HACP will bear transfer-related costs for a resident who is transferred to another unit as a reasonable accommodation, and/or for a resident who is transferred to an accessible unit due to a disability-related need; and
  - (ii) §§ 13.0 and 13.2 shall be amended to clarify that all reasonable accommodation transfers are included in medical transfers and to ensure that reasonable accommodation transfers have priority over all transfers except natural disaster and emergency transfers.
- c. Within sixty (60) days of the effective date of this Agreement, HACP will develop and maintain, using data collected from each property manager, a **Transfer List** that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended ACOP. The Section 504/ADA Coordinator will review and monitor the Transfer List on a monthly basis. The **Transfer List** will document the following:
- (i) date and time of each transfer request;
  - (ii) name and address of resident(s) transferred;
  - (iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features;
  - (iv) current disposition of transfer request;

- (v) date of transfer;
  - (vi) name(s) of resident transferred out of a unit to accommodate a resident's disability per HACP's implementation of a lease addendum that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit, at HACP's expense.
- d. Within one hundred fifty (150) days of the effective date of this Agreement, the HACP shall submit for HUD approval a proposed **lease addendum** as referenced in Paragraph IV. (E)(2)(a)(v) above. Within fifteen (15) days of HUD-approval, HACP shall require persons without disabilities who lease UFAS-Accessible units to execute the lease addendum either at initial tenancy or upon recertification. The lease addendum shall also be executed at the time of all subsequent recertifications.
- e. Prior to the implementation of **site-based waiting lists** as provided for in the Moving To Work Agreement and referenced in HACP's December 2004 ACOP:
- (i) HACP shall submit for HUD approval plans with respect to (a) how accessible units will be offered to persons needing accessible features and meet the requirements of 24 CFR § 8.27; and (b) how information concerning the availability of accessible units and non-housing programs and reasonable accommodations will be provided to assist persons with disabilities make informed decisions regarding where to apply and how that site may meet their needs;
  - (ii) HUD shall approve or provide comments on these plans within thirty (30) days of receipt; and
  - (iii) HACP will not implement site-based waiting lists until it has received HUD approval of these plans as well as a HUD-approved application as set forth in Paragraph IV. (E)(2)(f) below.
- f. Application
- (i) Within one hundred fifty (150) days of the effective date of this Agreement, HACP shall submit to HUD, for review and approval, an amended application that:
    - (a) asks applicants with disabilities to specify whether they need a unit with accessible features; and
    - (b) asks applicants with disabilities to specify if they require reasonable accommodation(s) in their housing.
  - (ii) HUD shall approve or provide comments on the amended application within thirty (30) days of receipt.
  - (iii) Prior to the implementation of any site-based waiting lists or new application process, HACP shall submit the amended application to HUD for approval pursuant to Paragraph IV. (E)(2)(f)(i) above.

3. Reasonable Accommodation

- a. HACP's proposed, amended ACOP, submitted under Paragraph IV. (E)(1), above, shall include the following revisions to HACP's Reasonable Accommodation Policy and Procedures:
- (i) a definition of "reasonable accommodation";
  - (ii) set forth a process for applicants, residents and members of the public who participate in HACP programs, services or activities to request reasonable accommodation(s);
  - (iii) provide forms for individuals to request reasonable accommodation(s);
  - (iv) set forth specific procedures regarding the acceptance, processing and disposition of reasonable accommodation request(s), including timeframes; and
  - (v) provide formal appeal/grievance procedures for individuals who have been denied reasonable accommodation(s).

The **Reasonable Accommodation Policy**, attached as **Appendix C**, shall serve as a guide to HACP in developing these amendments, forms and procedures.

- b. Upon the adoption of the amended ACOP, the implementation of this Reasonable Accommodation Policy will commence and HACP's Section 504/ADA Coordinator will centralize the HACP's reasonable accommodation process for applicants, residents, and members of the public who participate in HACP programs, as described below in Paragraph IV. (E)(3)(c). This centralization shall ensure that HACP's site managers, Occupancy staff, Maintenance staff and Modernization staff coordinate HACP's response to reasonable accommodation requests and provide timely responses to such requests.
- c. Upon the implementation of the Reasonable Accommodation Policy and the reasonable accommodation provisions of the amended ACOP, HACP will develop and maintain a **Reasonable Accommodation Log** that documents each reasonable accommodation request. The **Reasonable Accommodation Log** will include documentation regarding: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and, (v) documentation reflecting the disposition of the requests.
- d. Upon the implementation of the **Reasonable Accommodation Policy** and the reasonable accommodation provisions of the amended ACOP, each HACP on-site property manager will maintain a Reasonable Accommodation Log for each reasonable accommodation request received. The Reasonable Accommodation Log will include: (i) the date and time the reasonable accommodation request was received; and (ii) the date and time the site manager referred the request to HACP's Section 504/ADA Coordinator for processing and disposition.

- e. No later than two (2) business days after a site manager has received a request for reasonable accommodation(s), the site manager shall forward the reasonable accommodation request(s) to the HACP's Section 504/ADA Coordinator for review, processing and disposition.

4. Effective Communication

- a. HACP's proposed, amended ACOP, submitted under Paragraph IV. (E)(1), above, shall include an Effective Communication Policy that sets forth the steps that the HACP will take to ensure effective communication with applicants, residents, employees and members of the public.
  - (i) The Effective Communication Policy will ensure that interested persons, including persons with hearing, visual or cognitive disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities; and
  - (ii) The Effective Communication Policy will also ensure that HACP shall furnish appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in the HACP's programs, services and activities. In determining what auxiliary aids are necessary, the HACP shall give primary consideration to the requests of the individual with disabilities unless doing so would result in a fundamental alteration of the HACP's programs or activities, or an undue financial and administrative burden. *See* 24 C.F.R. § 8.6.
- b. The **Effective Communication Policy**, attached as **Appendix D**, shall serve as a guide to HACP in developing this policy.
- c. HACP's proposed, amended ACOP, referenced in Paragraph IV. (E)(1), shall include an amendment to § 2.1 of the ACOP to ensure that residents and applicants are aware of alternative, non-written methods to request a reasonable accommodation and the availability of forms and information in alternative formats.

5. Assistance Animal Policy

- a. HACP's proposed, amended ACOP, referenced in Paragraph IV. (E)(1), shall include an **Assistance Animal Policy** which provides that an "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities and is not subject to HACP's Pet Rider.
- b. HACP's proposed, amended ACOP shall amend § 20.1 of its December 2004 ACOP as follows:
  - (i) eliminate the requirement that assistance animals have "special training" and
  - (ii) eliminate the *per se* size/weight/breed restrictions.
- c. Upon adoption of the amended ACOP, the HACP will include the **Assistance Animal Policy** as a part of the lease by reference. The HACP will provide the

**Assistance Animal Policy** to each applicant at the time of lease signing or to each resident during annual recertification.

- d. Upon adoption of the amended ACOP, the HACP will post the **Assistance Animal Policy** at all developments and the HACP's Administrative Offices.

6. Policy Review of Private Management Companies

- a. Within thirty (30) days of the effective date of this Agreement, the HACP shall provide a copy of this Agreement to each of its private management companies.
- b. Within thirty (30) days of the effective date of this Agreement, HACP shall send a letter to each of its private management companies instructing them to review their policies for compliance with Section 504 and this Agreement. The letter shall instruct each private management company to submit within one hundred twenty (120) days of the effective date of this Agreement the policies listed below to HACP's Section 504/ADA Coordinator:
  - (i) Admissions and Continued Occupancy Policy (ACOP);
  - (ii) Admissions and Transfers of Persons to UFAS-Accessible Units;
  - (iii) Reasonable Accommodation (including related forms);
  - (iv) Effective Communication;
  - (v) Assistance Animals;
  - (vi) Pets; and
  - (vii) Any other documents requested by HACP to effectuate its review.
- c. No later than one hundred eighty (180) days after the effective date of this Agreement, the Section 504/ADA Coordinator shall review these policies and submit to HUD copies of the policies and an analysis of those provisions which require amendment to conform with the requirements of Section 504 and this Agreement.
- d. No later than two hundred forty (240) days after the effective date of this Agreement, HACP shall meet with HUD and review any policy provisions that the private management companies must revise to be in compliance with the requirements of Section 504 and this Agreement.
- e. HACP shall require its private management companies to make changes that HUD requests as soon as possible and no later than ninety (90) days after HUD informs the Section 504/ADA Coordinator that those changes are necessary.
- f. HACP shall submit the amended policies to HUD within thirty (30) days of the effective date of the amended policies.



**F. EMPLOYEE EDUCATION AND TRAINING**

1. HACP shall train its current and new employees with respect to the HACP's duties, responsibilities and procedures under this Agreement, as well as applicable civil rights statutes. For purposes of Paragraph IV. (F), HACP employees include contract employees, long-term (a minimum of four months) consultants and employees of long-term consultants.
2. Within one hundred twenty (120) days of the effective date of this Agreement, all current employees of HACP shall receive a minimum of four (4) hours of training as set forth in component 4(a) below. In addition, all employees except those in the Finance and Management Information Systems (MIS) Departments, shall receive an additional four (4) hours of training as set forth in either component 4(b) or (c). HACP shall provide additional training to employees according to the plan developed pursuant to Paragraph IV. (F)(5).
3. Within sixty (60) days of each new employee's entry date of service, the HACP shall provide the new employee with a minimum of eight (8) hours of training as set forth in components 4(a) and (b) or (c) below. New employees in the Finance and MIS Departments are required only to have the training set forth in component 4(a).
4. Within thirty (30) days of the effective date of this Agreement, HACP shall meet with HUD Pittsburgh FHEO and PIH staff to discuss development of an education and training program for current and new employees that covers the following components:
  - (a) Policies and Procedures Related to the VCA Implementation
    - (i) Focus: basic nondiscrimination requirements of Section 504, Title II of the Americans with Disabilities Act and the Fair Housing Act as they apply in the day-to-day operation of HACP on the provision of reasonable accommodations, including case studies
    - (ii) Attendees: all employees
    - (iii) Duration: minimum of 4 hours
  - (b) Reasonable Accommodation Training Session
    - (i) Focus: the provision of reasonable accommodations, including case studies
    - (ii) Attendees: all employees, with the exception of facilities and maintenance staff, Finance Department employees and MIS employees
    - (iii) Duration: minimum of 4 hours (can be more than one session)
  - (c) Reasonable Accommodation/504 Training Session
    - (i) Focus: basic 504 requirements and reasonable accommodation
    - (ii) Attendees: facilities and maintenance staff
    - (iii) Duration: minimum of 4 hours (can be more than one session)
  - (d) Achievement of Accessibility in HACP Units and Non-Housing Facilities
    - (i) Focus: Section 504 and UFAS Design Standards
    - (ii) Attendees: employees, architects and engineers
    - (iii) Duration: minimum of 6 hours (can be more than one session)

- (e) Targeted Technical Assistance
  - (i) Focus: to ensure provisions of the VCA are met and that the policies and procedures (specifically, admissions and transfers of persons to UFAS-Accessible units, reasonable accommodation, Effective Communication Policy, and Assistance Animal Policy) are effectively implemented after adoption of the revised ACOP
  - (ii) Attendees: appropriate employees to be determined
  - (iii) Duration: to be determined based on topic(s)
- 5. Within sixty (60) days of the effective date of this Agreement, HACP shall submit to HUD for approval or comments, an employee education and training plan for current and new employees that contains components 4(a)-(e) above. The employee education and training plan shall include:
  - (i) a comprehensive description of the required training;
  - (ii) the names of proposed trainers (proposed trainers may include contractors, private fair housing agency staff, and disability rights advocates) for each component and a copy of the resume and/or curriculum vitae of each proposed trainer;
  - (iii) the proposed schedule for the training sessions of current employees;
  - (iv) the frequency with which training for new employees shall be offered; and
  - (v) the frequency with which refresher training will be offered for current employees.
- 6. Within thirty (30) days of receipt, HUD will provide its approval or comments to the HACP's employee education and training plan. HUD shall also determine to what extent it will provide assistance with the training components.
- 7. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.
- 8. The HACP shall submit Quarterly Reports (*See* Paragraph IV. (C)(4)(b) for timing) to HUD that include a summary of progress toward developing the training programs and the dates the training sessions were conducted, the names and titles of the people trained, and the agenda for the training.

**G. NOTICE AND PUBLICATION**

1. Terms of the VCA

- a. Within thirty (30) days of the effective date of this Agreement, the VCA Administrator shall distribute a letter describing the terms of the VCA to all current HACP employees, including contract employees. The letter will provide: (1) a summary of the general provisions of this Agreement; and (2) the policy and operational changes that HACP will be making to implement this Agreement.
- b. Within ten (10) days of the entry date of each new HACP employee, including contract employees, HACP shall provide the new employee or contract employee a copy of the letter referenced in Paragraph IV. (G)(1)(a) above.
- c. The HACP shall maintain a signed and dated receipt for each current and new HACP employee and contract employee that verifies that the individual received the letter referenced in Paragraph IV. (G)(1)(a) above. The HACP shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
- d. Within thirty (30) days of the effective date of this Agreement, the HACP shall provide a copy of this Agreement to each HACP Department Director, Assistant Department Director, Site Manager, Assistant Site Manager, Regional Asset Manager, Customer Relations Manager, and Field Maintenance Supervisor, as well as all Executive Staff, Facilities Management Specialists, the VCA Administrator, and the Section 504/ADA Coordinator.
- e. Within thirty (30) days of the effective date of this Agreement, the HACP shall provide a copy of this Agreement to each duly elected Resident's Council or resident organization leader.
- f. Within thirty (30) days of the effective date of this Agreement, the HACP shall provide a copy of this Agreement to each of its private management companies. See Paragraph IV. (E)(6)(1).

2. Reasonable Accommodation, Assistance Animal and Effective Communication Policies: Employee Notification

- a. Within thirty (30) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (E)(1), the Administrator shall distribute to all current HACP employees, including contract employees, information concerning how HACP will implement its new policies concerning reasonable accommodation, assistance animals and effective communication. This information shall consist of a copy of these policies as well as a letter explaining how HACP will implement the policies.

- b. Within ten (10) days of the entry date of each new HACP employee, including contract employees, HACP shall provide the new employee or contract employee a copy of the information referenced in Paragraph IV. (G)(2)(a) above.
  - c. The HACP shall maintain signed and dated receipts for each current and new HACP employee and contract employee that verify that the individual received this information. The HACP shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
3. Reasonable Accommodation, Assistance Animal and Effective Communication Policies: Resident and Applicant Notification
- a. Within thirty (30) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (E)(1) above, the HACP shall commence distribution of the revised Reasonable Accommodation, Assistance Animal and Effective Communication policies to each applicant or the applicant's designee at the time of application and lease signing, and to each resident or the resident's designee during annual re-certification.
  - b. For the duration of this Agreement, the HACP shall continue to provide copies of the Reasonable Accommodation, Assistance Animal and Effective Communication Policies or a notice concerning the scope of these policies to each head of household, or the resident's designee, at the time of annual re-certification.
  - c. Within ten (10) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (E)(1) above, HACP shall post copies of the amended policies in all HACP site management offices as well as in the HACP occupancy office and other places where applications are available.

4. Alternate Formats

HACP will provide all notices, correspondence and/or communications, disseminated as described in Paragraph IV. (G) in alternate formats upon request. *See* 24 C.F.R. § 8.6.

## V. REPORTING AND COMPLIANCE REQUIREMENTS

- A. For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.
- B. For the purpose of this Agreement, the reporting materials must be mailed to the following: (1) Ms. Wanda S. Nieves, Director, Office of Fair Housing and Equal Opportunity, Region III, 100 Penn Square East, Philadelphia, Pennsylvania 19107-3390; (2) Mr. James D. Cassidy, Director, Office of Public Housing, 339 6<sup>th</sup> Avenue, Sixth Floor, Pittsburgh, Pennsylvania 15222; and (3) Mr. Richard Payne, Lead Equal Opportunity Specialist, Office of Fair Housing and Equal Opportunity, 339 6<sup>th</sup> Avenue, Sixth Floor, Pittsburgh, Pennsylvania 15222.
- C. **Upon the effective date of this Agreement, HACP:**
- appointed Mr. Charles Keenan as its Section 504/ADA Coordinator. *See* Paragraph IV. (B)(2).
- D. **Within thirty (30) days of the effective date of this Agreement, HACP shall:**
- appoint an Acting VCA Administrator and provide HUD with the name of the individual designated to serve as such. *See* Paragraph IV. (A)(1)
  - send a letter to each of its private management companies instructing them to review their policies for compliance with Section 504 and this Agreement. *See* Paragraph IV. (E)(6)(b).
  - provide a copy of this Agreement to each of its private management companies. *See* Paragraphs IV. (E)(6)(1)(a) and (G)(1)(f).
  - meet with HUD Pittsburgh FHEO and PIH staff to discuss development of an education and training program for current and new employees that covers the following components: (a) Policies and Procedures Related to the VCA Implementation; (b) Reasonable Accommodation Training Session; (c) Reasonable Accommodation/504 Training Session; (d) Achievement of Accessibility in HACP Units and Non-Housing Facilities; and, (e) Targeted Technical Assistance. *See* Paragraph IV. (F)(4).
  - distribute a letter describing the terms of the VCA to all current HACP employees, including contract employees. The letter will provide: (1) a summary of the general provisions of this Agreement; and (2) the policy and operational changes that HACP will be making to implement this Agreement. *See* Paragraph IV. (G)(1)(a).
  - provide a copy of this Agreement to each HACP Department Director, Assistant Department Director, Site Manager, Assistant Site Manager, Regional Asset Manager, Customer Relations Manager, and Field Maintenance Supervisor, as well as all Executive Staff, Facilities Management Specialists, the VCA Administrator, and the Section 504/ADA Coordinator. *See* Paragraph IV. (G)(1)(d).
  - provide a copy of this Agreement to each duly elected Resident's Council or resident organization leader. *See* Paragraph IV. (G)(1)(e).
- E. **Within sixty (60) days of the effective date of this Agreement, HACP shall:**
- develop and maintain a **Transfer List** that will document (1) date and time of each transfer request; (2) name and address of resident(s) transferred; (3) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features; (4) current disposition of transfer request; (5) date of transfer; and (6) name(s) of resident

transferred out of a unit to accommodate a resident's disability per HACP's implementation of a lease addendum that requires a family without a resident with a disability to relocate to a vacant, non-accessible unit, at HACP's expense. See Paragraph IV. (E)(2)(c)

- submit to HUD for approval or comments, an employee education and training plan for current and new employees and contractors that contains the components included in Paragraphs IV. (F)(4)(a)-(e). The employee education and training plan shall include:

- (i) a comprehensive description of the required training;
- (ii) the names of proposed trainers (proposed trainers may include contractors, private fair housing agency staff, and disability rights advocates) for each component and a copy of the resume and/or curriculum vitae of each proposed trainer;
- (iii) the proposed schedule for the training sessions of current employees;
- (iv) the frequency with which training for new employees shall be offered; and
- (v) the frequency with which refresher training will be offered for current employees.

See Paragraph IV.(F)(5). **Within thirty (30) days of receipt, HUD shall** provide its approval or comments to HACP's proposed employee education and training plan, as referenced in Paragraph IV.(F)(5). See Paragraph IV.(F)(6).

**F. Within ninety (90) days of the effective date of this Agreement, HACP shall:**

- hire or appoint a VCA Administrator. See Paragraph IV. (A)(2).

**G. Within one hundred twenty (120) days of the effective date of this Agreement, HACP shall:**

- provide all current HACP employees a minimum of four (4) hours of training as set forth in Paragraph IV.(F)(4)(a). See Paragraph IV. (F)(2).

**H. Within one hundred twenty (120) days of the effective date of this Agreement, the HACP's private management companies shall:**

- provide its policies and procedures (including the following: (i) Admissions and Continued Occupancy Policy (ACOP); (ii) Admissions and Transfer of Persons to UFAS-Accessible Units; (iii) Reasonable Accommodation (including related forms); (iv) Effective Communication; (v) Assistance Animals; (vi) Pets; and (vii) Any other documents requested by HACP to effectuate this review) to HACP's Section 504/ADA Coordinator for review. See Paragraph IV. (E)(6)(a).

**I. Within one hundred fifty (150) days of the effective date of this Agreement, HACP shall:**

- submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in **Appendix A**. See Paragraph IV. (C)(2)(a)(i). **HUD will** provide its approval, or comments, **within forty-five (45) days** of receipt of both the HACP's proposed UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, as referenced in Paragraph IV. (D)(1). See Paragraph IV. (C)(2)(a)(ii).
- submit, for HUD review and approval, the name, qualifications and experience of the independent third-party architectural and/or engineering firm with whom HACP

proposes to contract to review and certify that the units constructed or converted pursuant to Paragraph IV. (C)(1)(a) meet the requirements of UFAS and, if applicable, the ADA and Fair Housing Act. **HUD will** provide its approval, or comments, **within thirty (30) days** of HACP's submission of the proposed architectural and/or engineering firm. *See* Paragraph IV. (C)(3)(a).

- submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan** for all developments identified in **Appendix A**. *See* Paragraph IV. (D)(2)(a)(i). **HUD will** provide its approval, or comments, **within forty-five (45) days** of receipt of **both** HACP's Non-Housing Program Accessibility Plan and UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (C)(2). *See* Paragraph IV. (D)(2)(a)(ii).
- submit a proposed, amended Admissions and Continued Occupancy Policy (ACOP) to HUD for its review and approval. The ACOP will incorporate the (1) Admissions and Transfers of Persons to UFAS-Accessible Units (Paragraph IV. (E)(2)); (2) Reasonable Accommodation Policy (Paragraph IV. (E)(3)); (3) Effective Communication Policy (Paragraph IV. (E)(4)); and (4) Assistance Animal Policy (Paragraph IV. (E)(5)). *See* Paragraphs IV. (E)(1)(a) and (b). **HUD will** provide its approval, or comments, **within forty-five (45) days of receipt** of the proposed, amended ACOP. *See* Paragraph IV. (E)(1)(c).
- submit for HUD approval a proposed **lease addendum**, as referenced in Paragraphs IV. (E)(2)(a)(v) and IV. (E)(2)(d).
- submit to HUD, for review and approval, an amended application that (1) asks applicants with disabilities to specify whether they need a unit with accessible features; and, (2) asks applicants with disabilities to specify if they require reasonable accommodation(s) in their housing. *See* Paragraph IV. (E)(2)(f)(i). **HUD shall** provide its approval, or comments, on the amended application **within thirty (30) days** of receipt. *See* Paragraph IV. (E)(2)(f)(ii).

**J. Within one hundred eighty (180) days of the effective date of this Agreement, HACP shall:**

- require that HACP's 504/ADA Coordinator review the private management companies' policies and submit to HUD copies of the policies and an analysis of those provisions which require amendment to conform with the requirements of Section 504 and this Agreement. *See* Paragraph IV. (E)(6)(b).

**K. Within two hundred forty (240) days of the effective date of this Agreement, HACP shall:**

- meet with HUD and review any policy provisions that the private management companies must revise to be in compliance with the requirements of Section 504 and this Agreement. *See* Paragraph IV. (E)(6)(c). **No later than ninety (90) days after HUD informs HACP's Section 504/ADA Coordinator that changes are necessary**, HACP shall require its private management companies to revise its policies to conform with Section 504 and this Agreement. *See* Paragraph IV. (E)(6)(d). **Within thirty (30) days of the effective date of the private management companies' amended policies**, HACP shall submit the private management companies' amended policies to HUD. *See* Paragraph IV. (E)(6)(e).

**L. During the first year after the effective date of this Agreement, HUD shall:**

- conduct quarterly meetings with HACP to discuss HACP's progress towards meeting the requirements of this Agreement. *See* Paragraph VII. (A).

- M. Within thirty (30) days of HUD’s approval of the proposed, amended ACOP, HACP shall:**
- submit the amended ACOP to the HACP Board and for public comment pursuant to 24 C.F.R. Part 960. *See* Paragraph IV. (E)(1)(d).
- N. Within thirty (30) days of the close of the public comment period for the proposed, amended ACOP, if there are no public comments:**
- the HACP Board shall provide final approval of the amended ACOP; and
  - HACP will fully adopt and implement the amended ACOP. *See* Paragraph IV. (E)(1)
- O. Within thirty (30) days of the close of the public comment period for the proposed, amended ACOP, in the event that public comments require a change to any of the amended ACOP sections that relate to requirements of this Agreement, HACP shall:**
- submit proposed revisions of the amended ACOP to HUD for approval. **Within thirty (30) days of HUD approval**, the HACP Board shall provide final approval and HACP will fully adopt and implement the amended ACOP. *See* Paragraph IV. (E)(1)(f).
- P. No later than sixty (60) days following HUD’s approval of the UFAS-Accessible Unit Plan, the construction or conversion of the **two hundred sixty-four (264)** UFAS-Accessible Units shall commence. *See* Paragraph IV. (C)(1)(b).**
- Q. Upon the adoption of the amended ACOP as referenced in Paragraph IV. (E)(1), HACP shall:**
- implement the revised Reasonable Accommodation Policy, and HACP’s Section 504/ADA Coordinator will centralize the HACP’s reasonable accommodation process for applicants, residents, and members of the public who participate in HACP programs, as described in Paragraph IV. (E)(3)(c). *See* Paragraph IV. (E)(3)(b).
  - include the **Assistance Animal Policy** as part of the lease by reference. HACP shall provide the Assistance Animal Policy to each applicant at the time of lease signing or to each resident during annual re-certification. *See* Paragraph IV. (E)(5)(c).
  - post the **Assistance Animal Policy** at all developments and the HACP’s Administrative Offices. *See* Paragraph IV. (E)(5)(d).
- R. Upon the implementation of the Reasonable Accommodation Policy and the reasonable accommodation provisions of the amended ACOP:**
- HACP will develop and maintain a **Reasonable Accommodation Log** that documents each reasonable accommodation request, as referenced in Paragraph IV. (E)(3)(c).
  - each HACP on-site property manager will maintain a Reasonable Accommodation Log for each reasonable accommodation request received, as referenced in Paragraph IV. (E)(3)(d).
- S. Within sixty (60) days of each new employee’s entry date of service, HACP shall:**
- provide the new employee with a minimum of eight (8) hours of training as set forth in components IV. (F)(4)(a) and (b) or (c). New employees in the Finance and MIS Departments are required only to have the training set forth in Paragraph IV. (F)(4)(a). *See* Paragraph IV. (F)(3).



- T. Within ten (10) days of the implementation of the amended ACOP, HACP shall:**
- post copies of the amended policies in all HACP site management offices as well as in the HACP Occupancy Office and other places where applications are available. *See Paragraph IV. (G)(3)(c).*
  - post copies of the amended policies in all HACP site management offices as well as in the HACP Occupancy Office and other places where applications are available and accepted. *See Paragraph IV. (G)(3)(c).*
- U. Within thirty (30) days of the implementation of the amended ACOP, HACP shall:**
- distribute to all current HACP employees, including contract employees, information concerning how HACP will implement its new policies concerning reasonable accommodation, assistance animals and effective communication. This information shall consist of a copy of these policies as well as a letter explaining how HACP will implement the policies. *See Paragraph IV. (G)(2)(a).*
  - commence distribution of the revised Reasonable Accommodation, Assistance Animal and Effective Communication policies to each applicant or the applicant's designee at the time of application and lease signing, and to each resident or the resident's designee during annual re-certification. *See Paragraph IV. (G)(3)(a).*
- V. Beginning one (1) year after the effective date of this Agreement, HACP shall:**
- provide an annual report on the disposition of the disability-related complaints, claims, grievances, and requests for reasonable accommodation(s) referenced in Paragraph VI. (D). Upon request, HACP also will make these records available for inspection to appropriate Department employees. *See Paragraph VI. (E).*
- W. Within five (5) years of the effective date of this Agreement, HACP shall:**
- demonstrate the completion of the construction or conversion of the two hundred sixty four (264) UFAS-Accessible Units, as described in Paragraph IV. (C)(1). *See Paragraph IV. (C)(1)(c).*
- X. For the duration of this Agreement, HACP shall:**
- have a VCA Administrator or Acting VCA Administrator. *See Paragraph IV. (A)(4)*
  - **within fourteen (14) days of the resignation or termination of the VCA Administrator**, designate an Acting VCA Administrator in the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement. Upon designation, HACP shall provide HUD with the name of the individual selected to serve as the Acting VCA Administrator. *See Paragraph IV. (A)(7).*
  - **within ninety (90) days of the termination or resignation of the VCA Administrator**, select a new VCA Administrator. Upon designation, the HACP shall provide HUD with written notice of the new VCA Administrator. *See Paragraph IV. (A)(8).*
  - **within fourteen (14) days of the Section 504/ADA Coordinator's resignation or termination**, designate an Acting Section 504/ADA Coordinator. Upon designation, HACP shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Coordinator. *See Paragraph IV. (B)(3)(a).*

- **within ninety (90) days of the resignation or termination of the Section 504/ADA Coordinator**, hire or appoint a new Section 504/ADA Coordinator, as referenced in Paragraph IV. (B)(3)(b).
- upon selection of the new Section 504/ADA Coordinator, provide HUD with the name of the individual selected to serve as the Section 504/ADA Coordinator and a copy of the Coordinator's resume and/or curriculum vitae. *See* Paragraph IV. (B)(3)(c).
- **within five (5) years of the effective date of this Agreement**, demonstrate the completion of the construction or conversion of the two hundred sixty-four (264) UFAS-Accessible Units, as described in Paragraph IV. (C)(1). Unless otherwise agreed by HUD pursuant to HUD's approval of HACP's **UFAS-Accessible Unit Plan**, described in Paragraph IV. (C)(2), HACP will demonstrate the completion of:
  - i. a minimum of fifty (50) UFAS-Accessible Units, as described in Paragraph IV. (C)(1), **no later than December 31, 2006**;
  - ii. a minimum of an additional sixty-five (65) units by December 31, 2007; or, a cumulative minimum of one hundred fifteen (115) units **by December 31, 2007**;
  - iii. a minimum of an additional sixty-five (65) units by December 31, 2008; or, a cumulative minimum of one hundred eighty (180) units **by December 31, 2008**;
  - iv. a minimum of an additional sixty-five (65) units **by December 31, 2009**; or, a cumulative minimum of two hundred forty-five (245) units **by December 31, 2009**;
  - v. an additional nineteen (19) units **by June 15, 2010**.  
*See* Paragraph IV. (C)(1)(d).
- provide, for HUD's review and approval, a detailed description and supporting documentation regarding structural impracticability and/or undue financial and administrative burden at each development where HACP proposes to construct or modify as UFAS-Accessible fewer than five percent (5%) of the units. *See* Paragraphs IV. (C)(1)(f), IV. (C)(2)(b)(iv)(5) and IV. (D)(2).
- adopt and implement a formal policy and procedure, if HACP opts to provide a UFAS-Adaptable unit, as defined by this Agreement, as a UFAS-Accessible Unit, as referenced in Paragraphs IV. (C)(1)(j) and IV. (C)(2)(b)(iv)(6).
- HUD reserves the right to conduct periodic on-site reviews of the completed UFAS-Accessible Units to ensure compliance. *See* Paragraph IV. (C)(3)(d).
- the HACP's Section 504/ADA Coordinator will review and monitor the Transfer List on a monthly basis. *See* Paragraph IV. (E)(2)(c).
- **within 15 days of HUD-approval of HACP's proposed lease addendum**, require persons without disabilities who lease UFAS-Accessible units to execute the lease addendum, as referenced in Paragraph IV. (E)(2)(a)(v) either at initial tenancy or upon recertification. The lease addendum shall also be executed at the time of all subsequent re-certifications. *See* Paragraph IV. (E)(2)(d).
- **prior to the implementation of site-based waiting lists** as provided for in the Moving To Work Agreement and referenced in HACP's December 2004 ACOP, submit for HUD approval plans with respect to (a) how accessible units will be offered to persons needing accessible features and meet the requirements of 24 CFR § 8.27; and (b) how information concerning the availability of accessible units and non-housing programs and reasonable accommodations will be provided to assist

persons with disabilities make informed decisions regarding where to apply and how that site may meet their needs. *See* Paragraph IV. (E)(2)(e). **HUD shall** provide its approval, or comments, **within thirty (30) days** of receipt. *See* Paragraph IV. (E)(2)(e)(ii).

- HACP will not implement its site-based waiting lists until it has received HUD approval, as referenced in Paragraphs IV. (E)(2)(e)(ii) and (iii).
- **prior to the implementation of any site-based waiting lists or new application process**, submit the amended application to HUD for approval pursuant to Paragraph IV. (E)(2)(f)(i). *See* Paragraph IV. (E)(2)(f)(iii).
- maintain attendance logs for each training session conducted for the duration of this Agreement. *See* Paragraph IV. (F)(7).
- **no later than two (2) business days after a site manager has received a request for reasonable accommodation(s)**, require that the site manager forward the reasonable accommodation request(s) to the HACP's Section 504/ADA Coordinator for review, processing and disposition. *See* Paragraph IV. (E)(3)(e).
- **within ten (10) days of the entry date of each new HACP employee**, including contract employees, provide the new employee or contract employee a copy of the letter referenced in Paragraph IV. (G)(1)(a). *See* Paragraph IV. (G)(1)(b).
- maintain a signed and dated receipt for each current and new HACP employee and contract employee that verifies that the individual received the letter referenced in Paragraph IV. (G)(1)(a). The HACP shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (G)(1)(c).
- **within ten (10) days of the entry date of each new HACP employee**, including contract employees, provide the new employee or contract employee a copy of the information referenced in Paragraph IV. (G)(2)(a). *See* Paragraph IV. (G)(2)(b).
- maintain signed and dated receipts for each current and new HACP employee and contract employee that verify that the individual received information referenced in Paragraph IV. (G)(2)(a). The HACP shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (G)(2)(c).
- provide all notices, correspondence and/or communications, disseminated as described in Paragraph IV. (G) in alternate formats upon request. *See* Paragraph IV. (G)(4).
- in addition to providing all current HACP employees a minimum of four (4) hours of training as set forth in Paragraph IV. (F)(4)(a), provide all employees except those in the Finance and Management Information Systems (MIS) Departments, an additional four (4) hours of training as set forth in either component IV. (F)(4)(b) or (c). HACP shall provide additional training to employees according to the plan developed pursuant to Paragraph IV. (F)(5).

#### **Y. Quarterly Report**

For purposes of this Agreement, the first quarterly report shall be due on January 31, 2006 and cover activity from the effective date of the VCA to December 31, 2005. Thereafter, the reports will be due at quarterly intervals, e.g., on April 30, July 31, October 31 and January 31 and report on the status of activities in the quarter ending as of March 31, June 30, September 30 and December 31, for the duration of this Agreement.

- **Beginning January 31, 2006 and at quarterly intervals for the duration of this Agreement (i.e., April 30, 2006, July 31, 2006, October 31, 2006, etc.), HACP shall:**
  - submit Quarterly Reports to HUD with respect to UFAS-Accessible Units. These reports shall be in a .pdf format or a format compatible with Microsoft Office XP Professional, and contain the information identified in Section IV. (C)(4)(a). HUD and HACP shall work together to develop a template for these quarterly reports. *See* Paragraph IV. (C)(4).
  - submit to HUD Quarterly Reports with respect to its progress in making its Non-Housing Programs accessible. These reports shall be in a .pdf format or a format compatible with Microsoft Office XP Professional, and contain, at a minimum, the following type of information: progress planned; progress made; progress remaining and reason for delay; and dates of completion/proposed completion. HUD and HACP shall work together to develop a template for these quarterly reports. *See* Paragraph IV. (D)(2)(c)(i) and (ii).
  - submit Quarterly Reports to HUD that include a summary of progress toward developing the training programs and the dates the training sessions were conducted, the names and titles of the people trained, and the agenda for the training. *See* Paragraph IV. (F)(8).
  - provide a written certification referenced in Paragraph IV. (C)(3)(a) that the proffered unit complies with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act, when HACP in its quarterly reporting proffers that it has completed UFAS-Accessible Units, including accessibility to the Non-Housing Programs. HACP shall also provide a written certification that the Non-Housing Programs serving the proffered UFAS-Accessible Unit comply with the requirements of UFAS and, where applicable, the ADA Accessibility Standards and the Fair Housing Act. *See* Paragraphs IV. (C)(3)(c) and IV. (D)(1).

## **VI. RECORDKEEPING REQUIREMENTS**

- A. During the term of this Agreement, HACP shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance and the manner in which each application is resolved.
- B. During the term of this Agreement, HACP shall maintain all HACP resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to HACP's implementation of the Section 504 and ADA requirements of this Agreement.
- C. During the term of this Agreement, HACP shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement: (1) UFAS-Accessible Unit Plan; (2) Non-Housing Program Accessibility Plan; (3) employee and resident notifications; and (4) employee education attendance.

- D. During the term of this Agreement, HACP shall maintain copies of all disability-related complaints, claims, grievances, investigative records, and requests for reasonable accommodations and all review materials and documents related to the reasonable accommodation requests, including grievance process materials.
- E. Beginning one (1) year after the effective date of this Agreement, HACP shall provide an annual report on the disposition of the disability-related complaints, claims, grievances, and requests for reasonable accommodation(s) referenced in Paragraph VI. (D), above. Upon request, HACP also will make these records available for inspection to appropriate Department employees.

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

- A. HUD will monitor HACP's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and HACP will meet at least quarterly to discuss the HACP's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with HACP's Executive Director, Voluntary Compliance Agreement Administrator, Section 504/ADA Coordinator and/or other appropriate HACP personnel, with notice to the Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. Prior to the expiration of any timeframe in this Agreement, HACP may submit a request for any extension supported by documentation of good cause. The Department shall review requests for extensions and grant them if they are reasonable.
- C. In the event that HACP fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.
- D. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of HACP under this Agreement.

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

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

**IX. SIGNATURES**

**Housing Authority of the City of Pittsburgh:**

\_\_\_\_\_  
Keith Kinard  
Executive Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Jon L. Gant  
Deputy Assistant Secretary for  
Enforcement and Programs  
Office of Fair Housing and  
Equal Opportunity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Milan Ozdinec  
Acting Deputy Assistant Secretary for  
Public Housing and Voucher  
Programs  
Office of Public and Indian Housing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wanda Nieves  
Director, Office of Fair Housing &  
Equal Opportunity – Philadelphia

\_\_\_\_\_  
Date

\_\_\_\_\_  
James D. Cassidy  
Director, Office of Public Housing  
Pittsburgh Field Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Payne  
Lead Equal Opportunity Specialist  
Office of Fair Housing & Equal Opportunity  
Pittsburgh Field Office

\_\_\_\_\_  
Date