UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Fair Housing and Equal Opportunity

Voluntary Compliance Agreement

UNDER
Section 504 of the Rehabilitation Act of 1973

CONCERNING
Advanced Realty Management, LLC
Advanced Property Management, LLC
Howland One Three, LLC
One Three Howland Street, LLC

HUD NO: 01-15-0282-4

I. INTRODUCTION

The US Department of Housing and Urban Development (Department) having conducted an investigation of Advanced Realty Management, LLC, Advanced Property Management, LLC, Howland One Three, LLC, and One Three Howland Street, LLC (collectively, ARM) under Section 504 of the Rehabilitation Act of 1973, and having found ARM in non-compliance with this law, the Department and ARM enter into this Agreement to bring ARM into compliance with this civil rights law. The provisions herein incorporate the recommended remedies presented in the Letter of Findings of March 11, 2016 and upheld in the Letter of Determination of August 31, 2016.

II. GENERAL PROVISIONS

1) For purpose of resolving the determination of non-compliance, to avoid the uncertainty of further litigation, and to resolve the outstanding matter with the Department, the parties enter into this Voluntary Compliance Agreement.

2) This Agreement applies to all federally funded projects, related facilities, and programs or activities that the Recipient owns, controls, funds, operates, or sponsors. Additionally, those provisions that implicate the obligation to Affirmatively Further Fair Housing apply to all actions or inactions on the part of the Recipient.

3) The effective date of this Agreement is the date of the last signature in Section VI. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of Recipient and the Department. This Agreement shall remain in effect until the Recipient has satisfactorily completed the provisions set forth in this Agreement. The Department will monitor the Recipient's implementation of this Agreement and may amend the Agreement if the Department determines that it is in the best interests of the parties. Termination date of the Agreement shall be one year from the effective date, unless the Department extends the date to ensure completion of Recipient's responsibilities under the Agreement.

4) This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under civil rights laws enforced by the Department. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

5) This Agreement does not affect the ability of the Department or the Recipient to take action under appropriate statutory or regulatory authorities unrelated to the specific issues covered by this Agreement.

6) Upon execution, this Agreement is a public document. The Recipient shall make a copy of this Agreement for any person for their review in accordance with the law. The Recipient shall provide a copy of this Agreement to any person upon request.

7) The Recipient shall provide a copy of reporting data it generates in compliance with this Agreement to any person upon request. No individual or organization shall be charged any amount for the data nor will any part of the reports be considered privileged material. In no event will public disclosure include personally identifiable information regarding applicants or residents.

8) This Agreement is the controlling document concerning the Recipient's compliance from the effective date of this Agreement without regard to any prior Department guidance, waivers, administrative decisions, letters, opinions, or similar guidance regarding the Recipient's obligations, responsibilities, or technical requirements.

9) 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.

III. SPECIFIC PROVISIONS

1) Relief for Complainant

a) **Monetary Relief** – Within 5 business days of the execution of this Agreement, ARM shall pay to Complainant $12,614 in relief for 742 days of damages for an inaccessible shower and an inaccessible ramp after Complainant's primary care physician verified her disability and requested her transfer.

2) Reasonable Accommodation Policy

a) **Drafting Team –** Within 15 days of the execution of this Agreement, ARM shall provide to the Department a list of all employees and contractors who will be working on developing a HUD-approvable reasonable accommodation policy. This list should identify the individual's name, title, experience administering reasonable accommodation policies, and any recent fair housing training.

b) **Drafting –** Within 90 days of Departmental approval of the Drafting Team, ARM shall submit to HUD a reasonable accommodation policy that complies with the Fair Housing Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation laws, in addition to applicable state and local civil rights laws. This policy must address the following items:

i) Language distinguishing requests for reasonable accommodation for requests for unit transfers.
ii) The procedural steps which govern the administration of requests for unit transfers as reasonable accommodations.
iii) Applicable waitlist policies and procedures.
iv) Approval and denial notifications.
v) Usage of Reasonable Accommodation log.

vi) Reasonable Accommodation appeal procedures.
vii) Provide that the ARM must evaluate all reasonable accommodation requests on a case-by-case basis.
viii) Notice that individuals may files complaints with HUD, the Massachusetts Commission Against Discrimination, or the City of Boston Office of Fair Housing and Equity should the reasonable accommodation requester believe they are being discriminated against.

c) **Implementation –** ARM shall implement the reasonable accommodation policy within 5 business days of receiving Departmental approval.

3) **Reasonable Accommodation Log**

a) **Development –** Within 30 days of the execution of this Agreement, ARM shall develop a spreadsheet (log) for tracking reasonable accommodation and modification requests of all sorts, not just those involving unit transfer requests. The log must include the following information:

i) name of requester,
ii) address of requester,
iii) contact information (phone, email) of requester,
iv) date of request,
v) nature of request,
vi) decision on request (approved or denied),
vii) date of decision,
viii) reason for denial (if applicable),
ix) status of request; and
x) any other relevant notes.

b) **Implementation –** ARM shall implement the reasonable accommodation log within 30 days of receiving Departmental approval.

4) **Reasonable Accommodation Training**

a) **Minimum Requirements –** All ARM staff shall complete 6 hours of reasonable accommodation training annually, and all new staff shall complete 6 hours of reasonable accommodation training within the first 30 days of employment with ARM. Training must include the specifics of the ARM approved reasonable accommodation policy. Once ARM has submitted and HUD has approved a reasonable accommodation policy, ARM staff shall complete 2 hours of training on that policy within 30 days. Any substantial changes to the policy shall prompt an obligation for 2 hours of additional training on that policy to all staff within 30 days of Departmental approval of that change.

b) **Log** – Within 30 days of the execution of this Agreement, ARM shall develop a spreadsheet (log) for tracking hours of reasonable accommodation training completed by each ARM staff member.

5) **Unit Accessibility Needs Assessment**

a) **Contractor -** Within 90 days of the execution of this Agreement, ARM shall develop and submit to the Department for approval a request for proposal (RFP) to hire a contractor to conduct a disability needs assessment/program assessment in accordance with 24 cfr 8.51 to:

i) Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of this part.
ii) Determine whether and how many units in the ARM inventory should be in compliance with the Uniform Federal Accessibility Standards (UFAS).
iii) Determine which units in the ARM inventory comply with UFAS.
iv) Determine which common areas are in compliance with UFAS.
v) Identify which units in the ARM inventory should be converted to UFAS compliant standards.

b) **Contractor – Selection** – In accordance with the RFP and subject to Departmental consultation and approval, ARM shall enter into a contract with a third party monitor to complete the work detailed in the RFP. The contract shall contain a Department approved Statement of Work.

c) **Contractor – Statement of Work Incorporation –** Upon execution of the contract with the Unit Accessibility Contractor, the governing Statement of Work will be incorporated into this Agreement. Any breach of that Agreement will be a breach of this Agreement.

6) **Unit Accessibility**

a) **Needs Assessment –** ARM shall submit to the Department an unedited and unredacted copy of the needs assessment completed by the unit accessibility contractor with 30 days of ARM's receipt.

b) **Work Plan –** Within 90 days of the completion of the Needs Assessment ARM shall complete and submit to the Department a Work Plan for converting units and common areas into UFAS compliance. This plan should identify units and common areas to be converted, the anticipated completion date for each unit and common area, the cost of conversion, and the anticipated funding source for the conversion.

c) **UFAS Compliance –** Within 90 days after ARM's submission of the Work Plan ARM shall begin work to bring units and common areas into compliance with UFAS pursuant to the Needs Assessment.

d) **Random Monitoring –** The Department reserves the right to request updates on UFAS conversation activities at any time. ARM agrees to provide the Department with access to converted units and common areas without notice, except where tenant notifications necessitate a slight delay.

e) **Completion –** ARM shall be held to its UFAS conversion obligations until it meets or exceeds the conversion recommendations of the needs assessment. In no circumstances will accessible unit conversion obligations be met where less than 5% of the ARM inventory is in compliance with UFAS.

7) **Disability Rights Committee**

a) **Meeting –** Within 120 days of the execution of this Agreement, ARM shall hold a meeting of its disability rights committee to discuss relevant disability rights matters, including obligations and progress made under this Agreement and reasonable accommodation issues or concerns. The Committee shall meet four times per year.

b) **Membership –** The disability rights committee shall contain seven members including at least two ARM tenants and three representatives of organizations that advocate for persons with disability in the housing context. After solicitation of tenants by Recipient, if less than two tenants come forward, the committee will consist of less than seven members.

c) **Agendas and Minutes –** Agendas and minutes must be kept for all Disability Rights Committee meetings and must be submitted to the Department within 30 days after the completion of a meeting.

8) **Departmental Veto Authority –** The Department maintains the ability to veto or reject any staff assignment, contractor hires, policy proposals, or other deliverables pertaining to this Agreement within a reasonable time after its notification. ARM will be considered in an incurable breach of the Agreement should it proceed with any such items after notice of HUD rejection or veto.

9) **Departmental Mandated Changes –** Where the Department provides notice of a rejected or vetoed item, ARM shall be granted ½ the time originally allotted for that item to submit a revision. Any subsequent changes mandated by the Department will be on this same shortened timeframe.

10) **Prompt Notification of Changes -** Should events and staffing changes at the ARM change any documents, plans, or other submittals under this Agreement, ARM has 30 days to provide updates to affected documents.

IV. REPORTING REQUIREMENTS

1) **Monthly Reporting –** For the twelve months subsequent to the execution of the Agreement, ARM shall provide monthly reports to the Department on each provision of this Agreement. These report shall be submitted electronically to VCAMonitoringRegion1FHEO@hud.gov and Jeffrey.M.Sussman@hud.gov. All documents, plans, or logs referenced in the report shall be provided as attachments to the report. These report shall be submitted on the last business day of each month.

2) **Quarterly Reporting -** After the first year, ARM shall submit reports to the Department on each provision of this Agreement quarterly. These report shall be submitted electronically to VCAMonitoringRegion1FHEO@hud.gov and Jeffrey.M.Sussman@hud.gov. All documents, plans, or logs referenced in the report shall be provided as attachments to the report. These report shall be submitted on the last business day of March, June, September, and December.

3) **Reporting Obligation after Referral to Department of Justice –** Upon notice that the Department has referred this Agreement to the Department of Justice all items that are required to be submitted to the Department shall be submitted to both the Department and the Department of Justice.

V. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

1) The Department will monitor recipient's implementation of this Agreement. At its discretion, the Department may convene meetings with Recipient or other designated staff, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.

2) Should FHEO learn of ARM's noncompliance with this Agreement, the Department will provide notification to ARM via email. Upon receipt of this email, ARM will have five business days to cure the breach.

3) The Department shall refer this Agreement to the Department of Justice for enforcement should ARM fail to cure any deficiencies after providing ARM with a notice to cure.

4) The Department reserves the right to refer the Agreement to the Department of Justice without providing an opportunity to cure in the following circumstances:

   a) Notification by ARM of intent to breach agreement
   b) Significant non-compliance with agreement
   c) Breaches that are not reasonably curable
   d) Any breach that by its nature constitutes noncompliance with civil rights laws.

5) In the event that the Recipient fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from the Department, the Department may enforce that provision by any contractual, statutory, or regulatory remedy available to the Department.

6) In the event that the Recipient fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from the Department, the Department may terminate or reduce payments to Recipient.

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

VI. SIGNATURES

For the Recipient:

_____ _____
Advanced Realty Management, LLC Date

_____ _____
Advanced Property Management, LLC Date

_____ _____
Howland One Three, LLC Date

_____ _____
One Three Howland Street, LLC Date

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

_____ _____
Susan M. Forward Date
Region I Director
Office of Fair Housing and Equal Opportunity