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CHAPTER 2. PHACA VOLUNTARY AGREEMENT

- 2-1 INTRODUCTION. This Chapter explains the PHACA Voluntary Agreement which eligible PHAs may elect to enter into with HUD. To obtain a copy of this Agreement and other PHACA program materials, all interested PHAs should contact the PHACA Program Resource Center. (For address and telephone number, see paragraph 1-7.) The Resource Center will provide a copy of the PHACA Program Package to the PHA and advise the PHA as to whether the PHA is eligible to enter into a PHACA Voluntary Agreement, after the Center consults with the Headquarters FHEO PHACA Program Coordinator.
- 2-2 ELEMENTS OF THE PHACA VOLUNTARY AGREEMENT. The PHACA Voluntary Agreement sets out all of the provisions that will govern PHA and HUD actions with respect to the Title VI Self-Assessment process. The Agreement also includes language, specifying the steps that the PHA will take to select and design voluntary affirmative actions to promote Title VI objectives in its program; record keeping and reporting requirements and Agreement duration. The language of the PHACA Voluntary Agreement is standard for all such Agreements. Unlike a Title VI Voluntary Compliance Agreement which a PHA negotiates with the Department following the Department's issuance of a finding of recipient non-compliance with Title VI or the Department's Title VI regulation, the execution of the PHACA Voluntary Agreement, by the PHA and by HUD, is the first step in full PHA participation in the PHACA program.
- 2-3 PHACA VOLUNTARY AGREEMENT PROVISIONS GOVERNING PHA ACTIONS. In entering a PHACA Voluntary Agreement,
- A. The PHA agrees to complete all aspects of the Title VI Self-Assessment of its operations, and to submit the results to HUD within 180 days following the effective date of the Agreement. If the assessment is not submitted to HUD within the 180 day time frame, or the extended time frame as approved by HUD, the Agreement will be terminated. HUD's agreement to defer a HUD-initiated Title VI compliance review ends.

- B. The PHA agrees to correct any practices, or remedy their effect(s), in the event that HUD finds that the

PHA is not in compliance with Title VI or the implementing regulations. HUD will negotiate a separate Title VI compliance agreement with the PHA, specifically designed to bring the PHA into compliance with the law or the regulations, as appropriate.

- C. The PHA agrees to establish a record keeping system regarding its tenanting operations consistent with HUD's instructions and using HUD formats. The PHA further agrees that it will obtain HUD approval before making the system operational and will supply reports from the system to HUD as requested.
- D. The PHA agrees to keep records on the results of affirmative actions as well as any specific corrective actions required in order to correct violations of the law or the regulations.

2-4 PHACA VOLUNTARY AGREEMENT PROVISIONS GOVERNING HUD ACTIONS.  
In entering a PHACA Agreement,

- A. HUD agrees that during the term of the Agreement (including any extension) and for one year thereafter, it will not investigate the PHA to determine its compliance with Title VI and the implementing regulations, unless (1) HUD receives a Title VI complaint against the PHA, or (2) there is independent evidence that provides a reasonable basis for HUD to initiate such an investigation. PHAs which sign PHACA Agreements but then fail to submit the Self-Assessments are not exempt from HUD Title VI investigations for a year following the termination of the Agreement.
- B. HUD agrees to provide technical guidance to assist the PHA in its self-assessment process, in return for the PHA's agreement to conduct the assessment and submit the assessment documents to HUD for review and a Title VI determination.
- C. HUD agrees to provide the PHA with the Department's analysis of the PHA's assessment and a finding of the PHA's status in complying with Title VI within 90 days of the submission to HUD of the assessment.

- D. HUD agrees to offer computer software (at no cost) to enable the participating PHA to collect and generate the data necessary to complete many of the PHACA self-assessment worksheets. The software is designed to collect data on the Low-Income Public Housing

(LIPH) Program. The PHA must provide some information on the Section 8 Existing Housing Rental Certificates and Rental Vouchers Programs, as well, if the PHA also administers these programs. In particular, the system collects data on tenants in LIPH units, applicants who have applied but not yet moved into LIPH units, and the status of each unit.

- E. HUD agrees to offer the PHA the opportunity to participate with other PHAs in a Resource Center process through which PHAs can share self-assessment successes, obtain technical guidance and learn new approaches (including a newsletter and regular conferences).
- F. HUD agrees that, upon successful completion of the self-assessment and its submission to HUD, where rental vouchers or certificates will aid in the process, the PHA will be considered for the award of certificates and vouchers that have been set aside to achieve desegregation if such resources are available.
- G. HUD agrees that it will make available to the PHA computer software necessary for record keeping and reporting to allow the PHA to monitor its future activities and to correct potential problems.

2-5 PROCEDURES FOR EXECUTING THE PHACA VOLUNTARY AGREEMENT.  
Execution of a PHACA Voluntary Agreement involves actions by the PHA and the Department. These actions are described below:

- A. If the PHA wishes to execute a PHACA Voluntary Agreement, the PHA Chairman of the Board of Commissioners and the Executive Director sign the copy of the Agreement the PHA receives in the PHACA Program Package provided by the Resource Center. The PHA then forwards the PHACA Voluntary Agreement to the Director of Fair Housing and Equal Opportunity in the appropriate Regional Office.

- B. The Regional Director of Fair Housing and Equal Opportunity (FHEO) verifies whether the PHA is eligible to participate in the PHACA Program.  
(See Paragraph 1-6).
- C. The HUD Headquarters PHACA Program Coordinator sends the PHA a copy of the executed PHACA Voluntary Agreement after all required signatures have been

obtained in Headquarters. Headquarters FHEO retains the original Agreement and sends copies to the:

1. Regional FHEO Director
2. PHACA Resource Center
3. Regional Public Housing Director
4. Field Office Public Housing Division Director

2-6 DURATION. The duration of the PHACA Voluntary Agreement is 2 years, unless the Agreement is terminated prior to that time.