

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT AND VOLUNTARY COMPLIANCE
AGREEMENT

Under

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

And

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

Between

THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
("Department")

And

Ileana Rivera
("Complainant")

And

Housing Authority of the County of Lackawanna
("Respondent" or "Recipient" or "LCHA")

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

FHEO CASE NUMBERS: **03-20-5737-8 and 03-20-5737-6**

V. SPECIFIC PROVISIONS

B. Relief in the Public Interest

1. Effective immediately, the Recipient shall provide language assistance, including interpretation, to all LEP applicants, program participants, and tenants who personally visit, inquire in writing, or call the Recipient regarding the LCHA's programs and services. The LCHA will submit proof to the Department of a contract or account with a language line, contractor, or similar telephonic language service provider. Should the LCHA become aware that the telephonic language service provider is no longer providing language assistance or goes out of business, the LCHA shall secure a new telephonic language service provider within fifteen (15) days.
2. Within fifteen (15) days of the Effective Date of this Agreement, the Recipient shall appoint a Fair Housing Compliance Officer ("FHCO") to oversee compliance with the provisions of this Agreement. The Recipient shall designate the FHCO in writing and shall provide a copy of that designation to the Department. The FHCO shall be the Department's primary point of contact with respect to this Agreement.
3. In the event that the FHCO resigns or is otherwise terminated prior to the expiration of this Agreement, the Recipient shall notify the Department and designate a replacement within thirty (30) days of such resignation or termination. The Recipient shall appoint a replacement in writing and provide a copy of that appointment letter to HUD within five (5) business days of the appointment.
4. Within fifteen (15) days of the Effective Date of this Agreement, the Recipient shall disseminate the full Agreement to the FHCO. The Recipient shall also disseminate Sections V. B. Relief in the Public Interest through X. Approval to all employees who have contact with applicants, program recipients, and/or tenants of the LCHA. This can be accomplished through electronic mail. The Recipient shall also maintain a copy of these sections (V. B. to X.) of the Agreement on the LCHA's website.
5. Within fifteen (15) days of the Effective Date of this Agreement, the Recipient shall post "I Speak" poster (<https://www.lep.gov/ISpeakCards204.pdf>) in all offices where applicants, program participants, or tenants interact with LCHA staff. If an applicant, program participant or a tenant requests an interpreter or shows signs of not understanding English, including trying to communicate in a language other than English, switching from English into another language, using words that suggest a need for language assistance, using fragmented sentences, or showing a limited understanding of English, it shall be LCHA's policy and

practice to let the LEP person know that translation/interpretation services are available to him or her free of charge and as applicable to provide the LEP person an “I Speak” poster and promptly provide language assistance in the language indicated by the LEP person.

6. Within thirty (30) days of the Effective Date of this Agreement, the Recipient shall display and maintain a fair housing poster in English and Spanish in all of LCHA’s offices, including all public/subsidized housing building offices, where staff interact with applicants, program participants, and tenants. The following poster is acceptable:
https://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf
https://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf.
7. Within thirty (30) days of the Effective Date of this Agreement, the Recipient shall post signs in English and Spanish in all offices, including all subsidized/public housing building offices, where applicants, program participants, or tenants interact with LCHA staff that state: *“Do you need an interpreter? The Lackawanna County Housing Authority will provide one at no charge. Please notify a Lackawanna County Housing Authority staff member and an interpreter will be provided.”* If the Recipient identifies any additional languages that meet the threshold requirements for translation under the HUD LEP Guidance, this statement will be translated into those languages within thirty (30) days of the approval of the Four-Factor Analysis.
8. Within ninety (90) days of the Effective Date of this Agreement LCHA shall require all employees who have contact with applicants, program participants, and/or tenants of the LCHA to undergo and complete, at least, a 2 hour formal program of training regarding the obligations of housing providers under the Federal Fair Housing Act and Title VI; to include HUD’s LEP Final Guidance.
 - a. This training must be provided by a fair housing instructor deemed as satisfactory by the Department for this purpose.
 - b. The agenda for this training must be submitted to the Department fifteen (15) days prior to the training date and the agenda must include discussion of national origin discrimination under the Act and language access requirements under Title VI, including the HUD LEP Guidance.
9. Within sixty (60) days of the Effective Date of this Agreement, the Recipient shall conduct a Four-Factor Analysis pursuant to the HUD LEP Guidance. The Analysis shall be submitted to the Department and include determining the following:

- a. Number and proportion of LEP persons eligible to be served or likely to be encountered by the program supported by census data or other relevant data;
 - b. Frequency with which LEP persons come into contact with the program;
 - c. Nature and importance of the program, activity or service; and
 - d. The resources available to execute the program and the costs.
10. Within 180 days of the Effective Date of this Agreement, the Recipient shall develop a Language Access Plan (“LAP”) that outlines the LCHA’s policies for language services. The Recipient shall submit the LAP to the Department for review and approval prior to administration and/or implementation of the LAP. The LAP shall include, but is not limited to, the following provisions:
- a. An outline of the language access provisions LCHA will implement, including procedures for receiving and processing complaints, LAP policies, staff training on language access, recordkeeping, providing notice to LEP applicants, program participants, and tenants of changes in policies, and updating the LAP;
 - b. Statement that interpretation and translation will be provided by qualified interpreters and translators relying upon normally recognized standards;
 - c. Summary of the results of the updated Four-Factor Analysis performed by the LCHA;
 - d. Procedures the LCHA will use to identify (i) LEP persons with whom they have contact, (ii) the size of the LEP populations in the service region, and (iii) the languages of the LEP populations;
 - e. List of the points and types of contact the LCHA may have with LEP individuals and a plan for providing interpretation in these different settings, including, but not limited to, large, medium, small, and one-on-one meetings;
 - f. Requirement that the “I Speak” poster be posted in Recipient’s office where staff interact with applicants, program participants, and tenants;
 - g. Description of methods in which language assistance will be provided, including that interpretation will be provided in the following order of utilization: (i) in-person bilingual staff interpreter; (ii) in-person contract interpreter, (iii) telephone interpreter; Automated internet interpretation or translation services will not be used even in emergency situations;
 - h. List of vital documents to be translated although the official documents in each case shall be the untranslated document. Vital documents shall include, but are not necessarily limited to:
 - i. Recertification forms and related documents;
 - ii. All notices of proposed lease terminations;
 - iii. Initial notices of eviction;

- iv. All notices relating to the loss, denial, or decrease in benefits and services;
 - v. All application forms and related documents;
 - vi. All meeting or grievance notices and meeting or grievance forms;
 - vii. Any notices or documents detailing applicant, tenant, and/or program participant rights;
 - viii. All documents regarding program rules;
 - ix. Consent forms;
 - x. Complaint forms;
 - xi. Notices informing applicants, tenants, and/or program participants that language assistance is available at no cost;
 - xii. All notices relating to tenant safety; and
 - xiii. Tenant leases.
- i. Plan for translating informational materials and notices that detail services and activities provided to applicants, program participants, and tenants in languages that meet the Four-Factor threshold;
 - j. Plan for how LEP individuals will be informed that a document is currently available only in English and the translation or interpretation of the document can be provided at no cost;
 - k. Plan for outreaching to the LEP community, including developing community resources, partnerships, and other relationships to help with the provision of language services and outreach to LEP individuals;
 - l. Plan for training staff members annually on HUD's LEP Guidance, the LAP, how to determine the need for interpretation, how to access an interpreter, how to respond to urgent requests for interpretation, how to handle interpretation in formal situations, and on recordkeeping procedures. The plan shall include periodic training for new hires and refresher trainings for all staff;
 - m. Plan for training bilingual staff that will serve as interpreters, including confidentiality and impartiality, and recordkeeping procedures;
 - n. Plan that ensures that interpreters that are provided for applicants, program participants, and tenants at all meetings or hearings regarding adverse actions shall be neutral, impartial, qualified, and provided at no cost to the residents. These interpreters shall not ask or answer questions of the applicants, program participants, or tenants, but rather be present solely to interpret information between the LCHA and the LEP person. All notices and documents for hearings and adverse actions should inform LEP persons of their right to a qualified, impartial, and neutral interpreter at no cost with clear instructions on how to request interpretation. These notices and documents shall be provided in Spanish or the necessary language for LEP individuals, in a translated document if the language meets the threshold for translation or through interpretation that reads the document

to the LEP individual if the LEP person's language does not meet the threshold for translation;

- o. Provide written authorization statements (i.e. the "Written Authorization Statement") in English and Spanish, and any other language meeting the threshold for translation in the Four-Factor Analysis stating: *"The Lackawanna County Housing Authority will provide a qualified interpreter to you at no charge. The Lackawanna County Housing Authority does not request or prefer that you bring your own interpreter, although you may do so. You will not face any penalty or charge for using the Lackawanna County Housing Interpreter. If you would like for the Lackawanna County Housing Authority to provide you with an interpreter, you will receive an interpreter in a timely manner. The Lackawanna County Housing Authority will not permit children under 18 years of age to interpret."*
- p. The Written Authorization Statement shall be used whenever a LEP person attempts to use an informal interpreter, such as a friend, family member, or neighbor. Before using any informal interpreter, Recipient will first require the LEP person to sign the Written Authorization Statement, which will be provided in English, Spanish, and any other language that meets the translation threshold. The Written Authorization Statement shall also include a section that record whether the individual chose to use the LCHA's interpreter or their own interpreter and one that describes the proceeding where interpretation or translation was provided;
- q. A language access complaint and grievance process for applicants, tenants, and program participants;
- r. Plan to correct and/or update websites, if any, to include webpages for LEP individuals that speak languages that meet the threshold;
- s. Plan to update interactive voice response systems for all telephone lines with instructions in languages that meet the translation threshold;
- t. A record-keeping procedure for language access requests and/or usages, including the requester's/LEP person's name, type of communication (Interpretation or translation), the date and time of the request entailed, language requested, how the request was fulfilled, the date and time when the request was fulfilled, and by whom. The procedure shall also include that the Written Authorization Statements pursuant to provision V. B. 11.p and q of this Agreement shall remain on file for at least two years. The Language Access Coordinator shall maintain these records; and
- u. Provisions for monitoring and updating the LAP, including how often the LAP will be updated.

11. Within one hundred eighty (180) days of the Effective Date of this Agreement, the LCHA will translate all of the vital documents identified in Section V.B.10.h of this Agreement into Spanish.

12. Within sixty (60) days of the Effective Date of this Agreement, the Recipient will implement the Written Authorization Statement identified at V.B.9.o and p of this Agreement into its procedures for instances where LEP individuals attempt to use an informal interpreter.
13. The Recipient will implement in its Administrative Plan, a policy which provides For non-discriminatory tenancy procedures. The non-discrimination policy and/or procedures shall be translated into all languages that meet the translation threshold within two hundred ten (210) days of the Effective Date of this Agreement. The Recipient will advise all current and future tenants, applicants, and program participants of this policy and make it available to them at the time of leasing, lease renewal or recertification, or during the application process. The Recipient shall make the policy available to review at its office at Dunmore, PA and on any websites owned, managed, or operated by the Recipient.
14. Within one hundred eighty (180) days of the Effective Date of this Agreement, except where a different deadline is specifically provided, the Recipient will fully implement the LAP, including all components of the LAP and obligations and responsibilities identified in Section V.B.9 of this Agreement.

C. REPORTING AND COMPLIANCE REQUIREMENTS

1. After ten (10) days of completing the actions required in Section V.A.1, Respondent shall provide the Department with a signed certification stating that the action has been completed as required.
2. Quarterly for the term of the Agreement, the Recipient shall provide the Department reports on its progress in implementing the LAP provisions.
3. The reports shall contain, the following information on each corrective action listed above: progress made to completion, work remaining, reason(s) for any delay, and dates of completion/proposed completion. The reports shall be signed and certified as accurate on behalf of the LCHA. The reports also must have evidence and documentation attached or included showing completion of provisions, when appropriate.
4. The required reports and documentation of compliance must be submitted to:

Rachel Leith
Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

D. RECORDKEEPING AND MONITORING

1. During the term of this Agreement, the Recipient shall maintain all materials relating to the LCHA's implementation of the provisions of this Agreement.
2. The Recipient agrees that the Department is entitled to monitor and evaluate its compliance with this Agreement. The Department may inspect relevant documents and records and may interview any witnesses about issues relevant to the Recipient's implementation of the provisions of this Agreement, with prior reasonable notice given to the Recipient. The Department is entitled to receive, upon request, any relevant documents that may have a bearing in the Recipient's performance under, or compliance with this Agreement. The Recipient agrees to cooperate in any Department monitoring activity and will take all reasonable actions necessary to facilitate the Department's relevant monitoring activities.

E. CONSEQUENCES OF BREACH

Whenever the Department has reasonable cause to believe that the Recipient has breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to §§810(c) and 814(b)(2) of the Act.