

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

**Oanh Huynh
("Complainant")**

And

**Bethlehem Housing Authority
("Respondent" or "Recipient" or "BHA")**

And

**Approved by the FHEO Regional Director on behalf of
the United States Department of Housing and Urban Development**

FHEO CASE NUMBERS: 03-16-4274-8 and 03-16-4274-6

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 BHA regarding the BHA's programs and services. The BHA will submit proof to the Department of a contract or account with a language line, contractor, or similar language service provider. Should the BHA become aware that the service provider is no longer providing language assistance or goes out of business, the BHA shall secure a new 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 to X. Approval to all employees who have contact with applicants, program recipients, and/or tenants of the BHA. 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 BHA's website.
5. Within fifteen (15) days of the Effective Date of this Agreement, the Recipient shall post "I Speak" cards (<https://www.lep.gov/ISpeakCards2004.pdf>) in all offices where applicants, program participants, or tenants interact with BHA staff. If a tenant 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 the BHA's policy to provide the LEP person an "I Speak" card 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 BHA 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 BHA shall appoint a language access coordinator to oversee language access compliance and to receive complaints. (See Specific Provision B.11)
8. Within thirty (30) days of the Effective Date of this Agreement, the Recipient shall post signs in English and Spanish in all offices where applicants, program participants, or tenants interact with BHA staff that state: "Do you need an interpreter? The Bethlehem Housing Authority will provide one at no charge. Please notify a Bethlehem Housing Authority staff member and an interpreter will be provided." If the Recipient identifies 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.
9. Within ninety (90) days of the Effective Date of this Agreement, and annually for the term of the Agreement, the BHA shall require all employees who have contact with applicants, program participants, and/or tenants of the BHA to undergo and complete a formal program of training regarding the obligations of housing providers under the Act and Title VI from a certified fair housing instructor. The agenda for this training must be submitted to the Department fifteen (15) days prior to the training date and the agenda must include fair housing training, language access requirements under Title VI, including the HUD LEP

Guidance, national origin discrimination under the Act, HUD's Office of General Counsel *Guidance on Fair Housing Act Protections for Persons with Limited English Proficiency* (September 15, 2016), and cultural competency and sensitivity. The training must be at least three (3) hours in length. Any new employees hired during the term of the Agreement shall participate in the annual training upon obtaining permanent status.

10. Within sixty (60) days of the Effective Date of this Agreement, the Recipient shall conduct the Four-Factor Analysis pursuant to the HUD LEP Guidance. The Analysis shall be submitted to the Department for review and approval 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.

11. Within ninety (90) days of HUD's approval of the BHA's Four-Factor Analysis, the Recipient shall develop a Language Access Plan ("LAP") that outlines the BHA'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 duties of the Language Access Coordinator, who will oversee language access compliance and receive complaints, including, but not limited to, ensuring compliance with 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. A plan for replacement of the Coordinator when circumstances arise where he or she can no longer perform their duties;
 - c. Statement that interpretation and translation will be provided by qualified interpreters and translators relying upon normally recognized standards;
 - d. Summary of the results of the Four-Factor Analysis performed by the BHA;
 - e. Procedures the BHA will use to identify (i) LEP persons with whom they have contact, (ii) the size of the LEP populations, and (iii) the languages of the LEP populations;
 - f. List of the points and types of contact the BHA may have with LEP individuals and a plan for providing interpreters in these different settings, including, but not limited to, large, medium, small, and one-on-one meetings;
 - g. Requirement that "I Speak" Cards be posted in all offices where staff interact with applicants, program participants, and tenants;
 - h. 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, or (iii) telephone interpreter (but only when the above forms of interpretation are not available). Automated internet interpretation or translation services will not be used even in emergency situations;

- i. List of vital documents to be translated, the languages into which they will be translated, and the timetable for translation;
- j. 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;
- k. Plan for how LEP individuals will be informed that a document is currently only in English and translation or interpretation of the document can be provided at no cost in the office;
- l. 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;
- m. 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;
- n. Plan for training bilingual staff that will serve as interpreters, including testing to ensure staff members are qualified to interpret, the role of the interpreter, confidentiality and impartiality, recordkeeping procedures, and all other interpretation protocol;
- o. 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 questions of the applicants, program participants, or tenants, but rather be present solely to interpret information between the BHA 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 or through interpretation that reads the document to the LEP individual;
- p. Written authorization statements in English and Spanish, and any other language meeting the threshold in the Four-Factor Analysis:

The Bethlehem Housing Authority will provide a qualified interpreter to you at no charge. The Bethlehem Housing Authority does not request or prefer that you bring your own interpreter. You will not face any penalty or charge for using the Bethlehem Housing Authority's interpreter. If you would like for the Bethlehem Housing Authority to provide you with an interpreter, you will receive an interpreter in a timely manner. The Bethlehem Housing Authority will not permit children under 18 years of age to interpret.

This statement (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 further 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. Instructions on

the document shall include that staff must read the document in a LEP person's native language if the document is not translated into their language. The Written Authorization Statement shall also include a section that records whether the individual chose to use the BHA'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 residents;
 - 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 threshold;
 - t. A record-keeping procedure for language access requests, including the requester's name, type of communication (interpretation or translation), the date and time of the request, what 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 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.
12. Within sixty (60) days of HUD's approval of the BHA's LAP, the BHA will translate all vital documents into any languages that meet the threshold for translation under HUD's LEP Guidance.
13. Within sixty (60) days of HUD's approval of the BHA's LAP, the Recipient will implement the Written Authorization Statement into its procedures for instances where LEP individuals attempt to use an informal interpreter.
14. Within thirty (30) days of HUD's approval of the BHA's LAP, the Recipient will outreach to the LEP community in the languages that meet the translation threshold requirements under the Four-Factor Analysis and either (a) issue a statement in newspapers of general circulation, or (b) host a joint event regarding language access changes to improve communication with LEP individuals in the area.
15. The Recipient will continue to implement an Administrative Occupancy Policy which provides for non-discriminatory tenancy procedures. The Recipient's non-discrimination policy and/or procedures shall be translated into all languages that meet the translation threshold within sixty (60) days of HUD's approval of the BHA's LAP. 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 all offices and on any websites owned, managed, or operated by the Recipient. The Recipient shall provide the Department with a copy of its non-discrimination policy for review and approval, prior to translation of the policy.

16. Annually for the term of the Agreement, the Recipient shall provide the Department reports pursuant to provision V.B.11.t of this Agreement.
17. Annually for term of the Agreement, the Recipient shall provide the Department reports on its progress in implementing the LAP provisions.

VI. REPORTING AND COMPLIANCE REQUIREMENTS

1. The Recipient shall submit quarterly reports to the Department for the duration of this Agreement, detailing its progress in complying with the provisions of this Agreement.
2. The reports shall contain, at a minimum, 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 by the FHCO, on behalf of the BHA. The reports also must have evidence and documentation attached or included showing completion of provisions, when appropriate.
3. 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
Rachel.L.Leith@hud.gov

VII. RECORDKEEPING AND MONITORING

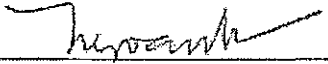
1. During the term of this Agreement, the Recipient shall maintain adequate files along with all materials relating to the BHA's implementation of the provisions of this Agreement.
2. The Recipient agrees that the Department is entitled to monitor and evaluate its compliance with this Agreement. The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

VIII. 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.

IX. SIGNATURES

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.



Oanh Huynh

1/10/2017

Date

IX. SIGNATURES

By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

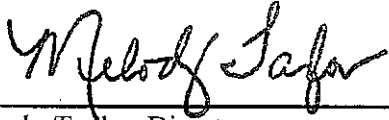
Eugene J. Gonzalez
Bethlehem Housing Authority

1/10/17
Date

Print Name: Eugene J. Gonzalez

Title: Executive Director

X. APPROVAL



Melody Taylor, Director
Philadelphia Regional Office of FHEO
U.S. Department of Housing and Urban Development

January 13, 2017
Date