



U.S. Department Of Housing and Urban Development  
Philadelphia Office  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, Pennsylvania 19107-3380

APR 23 2015

[REDACTED]

c/o Marielle Macher  
Staff Attorney  
Community Justice Project  
118 Locust Street  
Harrisburg, PA 17101

Subject: Housing Discrimination Complaint  
HUD Case No.: 03-14-0361-8/6,03-14-0362-8/6,03-14-0363-8/6,  
03-14-0397-8/6,03-14-0398-8/6 and 03-15-0052-8

The above-referenced housing discrimination complaint has been resolved by the execution of a HUD Conciliation Agreement (Agreement), as provided under §810(b) of the Fair Housing Act of 1968, (Act) as amended [42 U.S.C. §3601 et seq.].

On April 23 2015, the Conciliation Agreement was signed and approved on behalf of the Secretary, as required under §810(b)(2) of the Act and §103.310 of HUD's regulations implementing the Act. By executing this Agreement, the parties have agreed that all issues that were raised in the above-referenced complaint are resolved. By approving this Agreement, HUD has concluded that its provisions will adequately vindicate the public interest. Accordingly, HUD has terminated its investigation, and has administratively closed the complaint. A copy of the HUD-approved Agreement is enclosed for your records.

This closure is not a determination on the merits of the allegations contained in the complaint.

By executing this Conciliation Agreement, the parties have committed to comply with the provisions specifically designed to resolve the issues raised in the complaint, and to further the public interest in fair housing.

**Retaliation is a violation of the Fair Housing Act.** Section 818 of the Act makes it unlawful to retaliate against any person because he or she has filed a housing discrimination complaint; is associated

Closure 16 – Conciliation Successful

with a complainant; has counseled or otherwise assisted any person to file such a complaint; or has provided information to HUD during a complaint investigation. Section 818 also protects complainants against retaliatory acts that occur after a complainant has withdrawn, settled, or conciliated a housing discrimination complaint. Any person who believes that he or she has been a victim of retaliation for any of the reasons listed above may file a housing discrimination complaint with HUD within one (1) year of the date on which the most recent alleged retaliatory act(s) occurred or ended.

**Enforcement by the Attorney General.** Section 810(c) of the Act provides that whenever HUD has reasonable cause to believe that a respondent has breached a Conciliation Agreement, HUD shall refer the matter to the Attorney General with a recommendation that a civil action be filed on behalf of the complainant. Section 814(b)(2) of the Act authorizes the Attorney General to file a civil action in an appropriate United States District Court for appropriate relief with respect to the breach of a HUD Conciliation Agreement.

If an aggrieved person believes that a respondent has breached a HUD Conciliation Agreement, he or she should promptly report the alleged breach to the HUD Office that investigated the complaint.

**Public Disclosure.** Section 103.330(b) of HUD's regulations implementing the Act provides that Conciliation Agreements shall be made public, unless the aggrieved person and the respondent request nondisclosure and HUD determines that disclosure is not required to further the purposes of the Act. Notwithstanding a determination that disclosure of an Agreement is not required, HUD may publish tabulated descriptions of the results of all conciliation efforts.

Thank you for your cooperation during the complaint investigation, and during the conciliation process. If you have any questions regarding the Agreement or the information provided in this letter, please contact: Barbara Delaney, FHEO Philadelphia Center Director for assistance at (215) 861-7637.

Sincerely,



Melody Taylor-Blancher  
Region III Director  
Office of Fair Housing & Equal Opportunity

Enclosure

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

Under

THE FAIR HOUSING ACT

And

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Between

[REDACTED]  
("Complainant")  
03-14-0361-8/6

And

[REDACTED]  
("Complainant")  
03-15-0052-8

And

[REDACTED]  
("Complainant")  
03-14-0363-8/6


And

[REDACTED]  
("Complainant")  
03-14-0398-8/6

And

[REDACTED]  
("Complainant")  
03-14-0362-8/6

And

  
("Complainants")  
03-14-0397-8/6

And

Housing Authority of the City of Hazleton  
("Recipient")

And

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

A. PARTIES AND SUBJECT PROPERTIES

1. The parties to this conciliation agreement are as follows:

a. Complainants:

[REDACTED]

Hazleton, PA 18201

[REDACTED]

Hazleton, PA 18201

[REDACTED]

Hazleton, PA 18201

[REDACTED]

Hazleton, PA 18201

[REDACTED]

Hazleton, PA 18201

[REDACTED]

Hazleton, PA 18201

Representing all Complainants:

Community Justice Project  
118 Locust Street  
Harrisburg, PA 17101

b. Recipient

Housing Authority of the City of Hazleton  
c/o Dorothy George, Executive Director  
320 West Mine Street  
Hazleton, PA 18201

Recipient's Representatives:

David L. Glassberg, Esq.  
GLASSBERG & DOGANIERO  
81 North Laurel Street  
Hazleton, PA 18201

2. The Complainants are Public Housing and Section 8 recipients, tenants, and applicants for housing with the Hazleton Housing Authority who are Limited-English-Proficiency ("LEP") individuals.
3. The Recipient is a federally-funded low-income housing provider located in Hazleton, Pennsylvania.
4. The subject properties are: (1) Hazle Twins, located at 70 W. Juniper Street and 50 E. Juniper Street, Hazleton, PA 18201 and consists of 100 apartment units; (2) Vine Manor, located at 320 W. Mine Street, Hazleton, PA 18201 and consists of 99 apartment units; and (3) Vine West, located at various addresses and consists of 100 family units.

**B. STATEMENT OF FACTS**

1. Multiple complaints were filed, with the United States Department of Housing and Urban Development ("Department"), alleging that the Complainants were injured by discriminatory acts of the Recipient. Complainants allege that the Recipient violated the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 et seq. ("Act") on the basis of national origin by subjecting them to different terms and conditions, posting signs and posters with discriminatory statements, and denying full benefits of housing to persons of a specific national origin.
2. All of the Complainants with the exception of [REDACTED] also allege that the Recipient violated Title VI of the Civil Rights Act 1964 ("Title VI"), 42 U.S.C. § 2000d, on the basis of national origin by denying Limited English Proficiency ("LEP") services to Spanish speaking individuals in programs and activities that receive federal financial assistance.
3. The Recipient alleges it has an extensive Limited English Proficiency policy, that it provided interpreter and translation services to its applicants and residents, and that Complainants have been and remain able to communicate with the Housing Authority staff with assistance provided by multiple sources. The Recipient denies having discriminated against Complainants and admits no liability with respect to any of the allegations or claims in any of the complaints. The Recipient nevertheless agrees to settle the claims in the underlying actions by entering into this Conciliation Agreement.

**C. TERMS OF AGREEMENT**

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of three (3) years from the effective date of this Agreement, except as to the obligations stated in Paragraph G-3

**D. EFFECTIVE DATE**

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the Fair Housing and Equal Opportunity ("FHEO") Regional Director or his or her designee.
2. This Agreement shall become effective on the date on which it is approved by the Department's FHEO Regional Director or his or her designee.

**E. GENERAL PROVISIONS**

1. The parties acknowledge that this Agreement is voluntary and constitutes a full settlement of the disputed complaints. The parties affirm that they have read and fully understand the terms set forth herein. The parties agree that they have not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
2. The Recipient acknowledges that it has an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. The Recipient further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Region III Director or his or her designee, is binding upon the Complainants, their heirs, personal representatives, and assigns and the Recipient, its employees, successors, assignees, and all others active in the ownership or operation of the subject company.
4. Pursuant to Section 810(b)(4) of the Act, this Agreement shall become a public document upon approval of FHEO Region III Director or his or her designee.

5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Recipient made pursuant to the Act, or any other complaint within the Department's jurisdiction.
6. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Region III Director.
7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
8. The Complainants hereby forever waive, release, and covenant not to sue the Department or the Recipient, their successors assigns, agents, officers, board members employees, and attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of the Department Case Numbers 03-14-0361-8/6, 03-15-0052-8, 03-14-0363-8/6, 03-14-0398-8/6, 03-14-0362-8/6, 03-14-0397-8/6 or which could have been filed in any action or suit arising from said subject matters. Notwithstanding the foregoing, Complainants [REDACTED] and [REDACTED] may use Title VI and/or alleged failure to provide language access as a defense in their respective new Section 8 hearings, as set forth in Section F(2)-(3).
9. The Recipient hereby forever waives, releases, and covenant not to sue the Department or Complainants and their successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of Department Case Number 03-14-0361-8/6, 03-15-0052-8, 03-14-0363-8/6, 03-14-0398-8/6, 03-14-0362-8/6, 03-14-0397-8/6, or which could have been filed in any action or suit arising from said subject matter.

**F. RELIEF FOR INDIVIDUAL COMPLAINANTS**

The Recipient agrees to take the following actions and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:

1. MONETARY RELIEF
  - a. COMPLAINANTS

Within thirty (30) days of the effective date of this Agreement, the Recipient agrees to pay by check the amount of Fourteen Thousand Dollars (\$14,000) to



Community Justice Project, for individual relief for the Complainants. The check will be mailed to:

118 Locust Street  
Harrisburg, PA 17101

Within forty-five (45) days of the effective date of this Agreement, the Community Justice Project will provide to the Department verification of payment to individual Complainants, which totals \$14,000.

b. ATTORNEY FEES

Within thirty (30) days of the effective date of this Agreement, the Recipient shall pay the amount of Four Thousand Dollars and No Cents (\$4,000) to Community Justice Project for attorney fees.

2. RELIEF FOR COMPLAINANT [REDACTED]

- a. Within forty-five (45) days of the effective date of this Agreement, the Recipient will hold a new hearing for Complainant [REDACTED] with respect to the loss of her voucher. Recipient will provide Complainant [REDACTED] a competent interpreter at no cost at this hearing. Complainant [REDACTED] shall have the opportunity to present all defenses and arguments relevant to the loss of her voucher, including arguments related to Title VI and/or language access, at her hearing, notwithstanding any other term of this Agreement.
- b. Recipient hereby waives any amount claimed due by Complainant [REDACTED]. The Recipient shall provide written notification to Complainant [REDACTED] in English and Spanish of the waiver.

3. RELIEF FOR COMPLAINANT [REDACTED]

- a. Within forty-five (45) days of the effective date of this Agreement, the Recipient will hold a new hearing for Complainant [REDACTED] with respect to the loss of her voucher. Recipient will provide Complainant [REDACTED] a competent interpreter at no cost at this hearing. Complainant [REDACTED] shall have the opportunity to present all defenses and arguments relevant to the loss of her voucher, including arguments related to Title VI and/or language access, at her hearing, notwithstanding any other term of this Agreement.

**G. RELIEF IN THE PUBLIC INTEREST**

1. Effective immediately, the Recipient shall remove the sign posted at its properties that requests tenants and applicants to bring an interpreter. Recipient shall place a new sign that reads:

“Do you need an interpreter? If so, the Hazleton Housing Authority will provide one at no charge. Please notify a Hazleton Housing Authority staff member and an interpreter will be provided.

“¿Necesita un intérprete? Si es así, la Autoridad de Vivienda de Hazleton le proporcionará uno sin costo alguno. Por favor notifique a un miembro del personal de la Autoridad de Vivienda de Hazleton y se le proporcionará un intérprete.”

This sign shall be in English and Spanish and posted in the Respondent's/Recipient's main office, and all building offices.

2. Effective immediately, the Recipient agrees to begin providing LEP services, including interpretation and translation, to tenants, potential tenants, and applicants who personally visit, inquire in writing, or call the Recipient regarding rental housing inquiries or the voucher program. Within sixty (60) days of the effective date of this Agreement, Recipient will keep records documenting any prospective LEP tenants and/or applicants who visit, inquire in writing, or call the Respondent regarding its public housing and voucher programs. Recipient agrees to periodic review of these records by the Department upon reasonable notice to counsel for the Recipient.
3. Within seventy-five (75) days of the effective date of this Agreement, Recipient will have one full-time bilingual Spanish-speaking staff person available by telephone or in person, if needed, from 8:30AM through 3:30PM Monday through Friday, except holidays, for identified LEP languages based upon the four-factor analysis. Recipient will also fill at least one front-line position in each building with Spanish-speaking bilingual staff as soon as future vacancies become available. Upon the signing of this agreement, the obligations of this subparagraph remain in effect for a period of five years. The time limit stated in Paragraph C does not apply to the obligations stated in this subparagraph.
4. Within sixty (60) days of the effective date of this Agreement, the Recipient shall require all current and future employees who have contact with applicants, program recipients, and/or tenants of the Hazleton Housing Authority 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 training must be approved by HUD. This training shall have an emphasis on LEP services and national origin discrimination and should be at least two (2) hours in length.
5. Within ninety (90) days of the effective date of this Agreement, the Recipient shall require all current and future employees who have contact with applicants, program recipients, and/or tenants of the Hazleton Housing Authority to undergo and complete a formal program of training regarding cultural sensitivity awareness including Limited English Proficient individuals. This training must be approved by HUD and be at least one (1) hour in length.

6. Within sixty (60) days of the effective date of this Agreement, the Recipient will outreach to the Spanish speaking community and either (a) issue a joint statement and/or (b) host a joint event regarding language access changes at the Hazleton Housing Authority.
7. Within sixty (60) days of the effective date of this Agreement, the Recipient agrees to update its Language Access Plan or LEP Plan and submit it to the Department for the Department's review and approval prior to administration and/or implementation of the Plan. Included in the updated Plan must be the following provisions (update is not limited to these provisions):
  - a. Procedures the Recipient will use to identify LEP persons with whom they have contact, the size of the LEP populations, and the languages of the LEP populations;
  - b. Points and types of contact the Recipient may have with LEP persons;
  - c. Plan for outreaching to the LEP community;
  - d. List of vital documents to be translated, the languages into which they will be translated, and the timetable for translation, including, but not limited to:
    - i. Recertification forms;
    - ii. All notices of proposed lease terminations;
    - iii. All notices relating to eviction;
    - iv. All notices relating to the loss, denial, or decrease in benefits or services;
    - v. All application forms and documents;
    - vi. All hearing notices and hearing request forms;
    - vii. Any notices or documents detailing program applicant/recipient rights;
    - viii. All documents regarding program rules;
    - ix. Consent forms;
    - x. Complaint forms;
    - xi. Notices informing applicants/recipients that language assistance is available at no cost;
    - xii. All notices relating to tenant safety; and
    - xiii. Tenant leases (with the disclaimer contained in the HUD regulations).
  - e. Plan for translating informational materials that detail services and activities provided to beneficiaries;
  - f. Plan for providing appropriately translated notices to LEP persons;
  - g. Plan for how LEP persons 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;
  - h. Plan for providing interpreters for large, medium, small, and one-on-one meetings;
  - i. Plan for developing community resources, partnerships, and other relationships to help with the provision of language services;

- j. Provisions for monitoring and updating the LAP, including how often the LAP will be updated.
8. Recipient further agrees to implement all of the following terms within the timeframes set forth herein. The following terms must also be included in the Recipient's LEP or Language Access Plan, in addition to the provisions set forth in paragraph G-7:
    - a. Effective immediately, interpretation will be provided in the following order of preference:
      - i. In-person bilingual (Spanish Speaking) staff interpreter;
      - ii. In-person (Spanish Speaking) contractor interpreter; or
      - iii. Telephone interpreter (but only when the above forms of interpretation are not available despite best efforts to secure interpretation by these methods).
      - iv. Internet services for interpretation will not be used and telephone interpretation will be relied on in emergency situations when an in-person interpreter is not available.
    - b. Effective immediately, interpretation and translation will be provided by qualified interpreters and translators relying upon normally recognized standards;
    - c. Effective immediately, interpretation and translation will be provided in a timely manner;
    - d. Effective immediately, Recipient will not require or encourage LEP persons to use family, friends, neighbors, or any other informal interpreters as interpreters in interactions with Recipient;
    - e. Effective immediately, Recipient will provide language services whenever the tenant, program recipient, or applicant uses an "I Speak Card"; tries to communicate in a language other than English with HHA staff; or shows other signs of needing language services, such as 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.
    - f. Within thirty (30) days, Recipient will train its staff members on the 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, such as grievance hearings, and on recordkeeping procedures. Recipient will provide periodic training for new hires and refresher trainings for all staff;
    - g. Within thirty (30) days, Recipient will train bilingual staff that will serve as interpreters, including testing to ensure staff members are qualified to interpret and training on the role of the interpreter, confidentiality and impartiality, recordkeeping procedures, and all other interpretation protocol;
    - h. Effective immediately, interpreters provided for tenants, program recipients, and applicants at all informal and formal grievance hearings or meetings regarding proposed adverse actions shall be neutral, impartial, and qualified and provided at no cost to the tenants and applicants. These interpreters shall not ask questions of the tenants and/or applicants, but rather be present solely to interpret information between the Housing Authority and the tenant and/or applicant. All notices and

documents for hearings and adverse actions will inform applicants and tenants 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;

- i. Effective immediately, whenever an LEP person attempts to use an informal interpreter, such as a friend, family member, or neighbor, Recipient will inform the LEP person that Recipient can provide an interpreter at no charge before using the informal interpreter. Before using any informal interpreter, Recipient will further require the LEP person to sign the following statement, which will be provided in English and Spanish:

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

“La Autoridad de Vivienda de Hazleton le proveerá un intérprete calificado para usted sin costo alguno. La Autoridad de Vivienda de Hazleton no solicita ni prefiere que usted traiga su propio intérprete. Usted no enfrentará ninguna penalización o costo por usar el intérprete de la Autoridad de Vivienda de Hazleton. Si usted desea que la Autoridad de Vivienda de Hazleton le provea un intérprete, usted recibirá un intérprete en el tiempo apropiado. La Autoridad de Vivienda de Hazleton no permitirá que los niños menores de 18 años de edad interpreten.”

Recipient will not allow children under the age of eighteen (18) to interpret in any situation.

If the LEP person is not able to read in English or Spanish, the above statement will be read to the LEP person in his or her language through qualified interpretation.

The above statement shall also include a section that describes the interaction or proceeding where interpretation or translation was provided and the date of the interaction. Recipient will keep signed forms on file for at least two (2) years and make the signed forms available to the Department upon request;

- j. Effective immediately, Recipient will utilize a statement of policy that reads:

“All Hazleton Housing Authority LEP tenants, applicants, and program recipients will be provided an interpreter at no charge. The Hazleton Housing Authority does not require, request, or prefer that LEP tenants, applicants, or program recipients bring their own interpreter. LEP tenants, applicants, and program

recipients will not face any penalty or charge for using the Hazleton Housing Authority's interpreter. Interpreters will be provided in a timely manner. The Hazleton Housing Authority uses only qualified adults as interpreters. If a LEP tenant, applicant, or program recipient brings his or her own interpreter in the future, the Hazleton Housing Authority will advise the LEP tenant, applicant, or program recipient that he or she can be provided a qualified interpreter at no cost. The Hazleton Housing Authority will not permit children less than 18 years of age to interpret."

"Todos los inquilinos, solicitantes, y beneficiarios del programa de la Autoridad de Vivienda de Hazleton con limitaciones en el Inglés serán proporcionados con un intérprete sin costo alguno. La Autoridad de Vivienda de Hazleton no requiere, no solicita, ni prefiere que los inquilinos, solicitantes, o beneficiarios del programa con limitaciones en el Inglés traigan su propio intérprete. Los inquilinos, solicitantes, y beneficiarios del programa con limitaciones en el Inglés no se enfrentarán a ninguna penalización o costo por usar el intérprete de la Autoridad de Vivienda de Hazleton. Los intérpretes serán proveídos en el tiempo apropiado. La Autoridad de Vivienda de Hazleton utiliza sólo adultos calificados como intérpretes. Si un inquilino, solicitante, o beneficiario del programa con limitaciones en el Inglés trae su propio intérprete en el futuro, la Autoridad de Vivienda de Hazleton asesorará al inquilino, solicitante, o beneficiario del programa con limitaciones en el Inglés que él o ella puede ser provista de un intérprete calificado sin costo alguno. La Autoridad de Vivienda de Hazleton no permitirá que los niños menores de 18 años de edad interpreten."

This policy statement will appear in all of Recipient's written literature regarding its LEP policies;

- k. Within thirty (30) days, Recipient will appoint a language access coordinator to oversee language access compliance and to receive complaints. Responsibilities will include ensuring compliance with this Agreement, overseeing the hiring of bilingual staff, staff training, recordkeeping, providing notice to LEP tenants, applicants, and program recipients of changes in policies, and updating the LAP.
9. Within sixty (60) days of the effective date of this Agreement, the Recipient agrees to institute a record retention policy for language services provided. The policy should include that written authorization statements signed by tenants, applicants, or program recipients shall remain on file for at least two years. The policy should also include how staff will document LEP tenant, applicant, and/or program beneficiaries who visit, inquire in writing, or call Recipient regarding its voucher and public housing programs, including the language, the type of communication, how interpretation was provided, the name of the interpreter, the date and time language services were requested, the date and time language services were provided, and a brief description of what services were needed for.

10. The Recipient will continue to implement an Administrative and Occupancy Policy which provides for non-discriminatory tenancy procedures, which will be translated into Spanish within one-hundred twenty days (120) days of the effective date of this Agreement. Recipient will advise all current and future tenants in all units owned within the Hazleton Housing Authority at the time of leasing, lease renewal or recertification, or the application process of the Policy and make it available to them. Recipient also agrees to post that there is a Policy and that it is available upon request, in the common areas of any housing complexes within the Hazleton Housing Authority and on any future website owned, managed or operated by the Recipient. The Recipient agrees to receive Department approval of the Policy and to provide the Department with a copy of the policy effective immediately.
11. Within ninety (90) days of the effective date of this Agreement, the Recipient agrees to update all of its policies to incorporate its updated Language Access Plan. All policy documents will receive Department approval prior to official changes being finalized.
12. Within ninety (90) days and thereafter as needed, Recipient shall host and video tape an informational meeting on its programs for all applicants, program recipients, and tenants. An interpreter, who is a staff member, not a tenant, that provides real-time interpretation of the meeting shall be provided for Spanish-speaking tenants. The invitation to tenants for this meeting shall be posted on all housing property notice boards and mailed to all tenants thirty (30) days prior to the meeting date and shall be provided in English and Spanish.
13. Within one hundred and twenty (120) days of the effective date of this Agreement, Recipient shall:
  - a. Translate all vital documents identified in Section G-7 of this Agreement into Spanish, including recertification forms, all notices of proposed lease terminations, all notices relating to evictions, all notices relating to the loss, denial, or decrease in benefits or services, all application forms and documents, all hearing notices and hearing request forms, any notices or documents detailing program applicant/recipient rights, all documents regarding program rules, consent forms, complaint forms, notices informing applicants/recipients that language assistance is available at no cost, all notices relating to tenant safety, and tenant leases;
  - b. Correct and update websites, if any, to include webpages for LEP persons that speak Spanish;
  - c. Update interactive voice response systems for all telephone lines with instructions in Spanish;
  - d. Make information on accessing a system for simultaneous oral translations into other languages and the "I Speak" card available to all staff who have contact with the public;

- e. Provide I Speak cards to all applicants and tenants, including members of the public who enter the HHA's Recipient's office requesting services and staff, to help identify the person as a LEP individual;
  - f. Train all relevant staff on obligations to provide meaningful access to persons who are LEP, including the obligations set out above;
  - g. Ensure that any marketing advertisements will be both in English and Spanish and will be marketed through both English and Spanish media outlets in the HHA's Recipient's marketing area;
  - h. Display and maintain a fair housing poster in Spanish at all locations where dwelling units are offered for rental. Said posters shall be prominently displayed so as to be readily apparent to all persons seeking housing accommodations.
14. Utilize affirmative marketing in HHA's Recipient's marketing area and or beyond, when advertising HHA housing opportunities or events which may include posting advertisements using local radio, television stations or print media which have the potential to reach over 60,000 individuals in HHA's Recipient's marketing area. Affirmative marketing shall also include advertisements in Spanish when waitlists open, outreach conducted in Spanish, and notifying agencies that serve the Spanish-speaking community that the Hazleton Housing Authority is now providing language services.
15. The Recipient will provide a statement of compliance of the above items and a copy of all translated documents and posters within one hundred and twenty (120) days of the effective date of the Agreement with documents indicating the language, who translated the information and their qualifications for providing translator services.

## **H. MONITORING**

1. The Department shall determine compliance during the term of this agreement. As a part of such review, the Department may inspect the Respondent's/Recipient's properties identified in Section A of this Agreement, review quarterly reports, interview Recipient's staff and beneficiaries, and copy pertinent records of the Recipient. Upon reasonable notice to counsel for the Recipient, the Recipient agrees to provide its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.
2. 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 the terms of this Agreement by any contractual, statutory or regulatory remedy available to the Department.
3. Should the Department believe the Recipient has not complied with this Agreement in any material manner, before proceeding with any other remedy, the Department shall give counsel for the Recipient notice of any alleged deficiency and the Recipient shall be given ten (10) business days to cure any alleged deficiency. If after this process,



the Recipient has not satisfactorily resolved the claims of material non-compliance, the Department may take any statutory, administrative or regulatory remedy available to the Department to resolve the outstanding findings of noncompliance.

**I. REPORTING AND RECORDKEEPING**

1. Quarterly Reporting -The Recipient will submit an Agreement Implementation Report on a quarterly basis that quantifies all requests for LEP services and also identifies all actions taken to implement the Agreement.

The first Agreement Implementation Report will be due ninety (90) days after the date of the approved Agreement; thereafter, Quarterly Reports will be due every three months for the duration of the Agreement. The required reports and documentation of compliance must be submitted to:

Barbara Delaney  
Philadelphia Center Director  
Office of Fair Housing and Equal Opportunity  
The Wanamaker Building  
100 Penn Square East, 10<sup>th</sup> Floor  
Philadelphia, PA 19107

2. Annual Reporting - On an annual basis, the Recipient will submit an updated LAP and an action plan identifying what actions it has taken in the previous years to HUD for approval.

**J. CONSEQUENCES OF BREACH**

Whenever the Department has reasonable cause to believe that the Recipient have 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 Sections 810(c) and 814 (b) (2) of the Act.

K. 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.



2/3/15  
Date

**K. SIGNATURES**

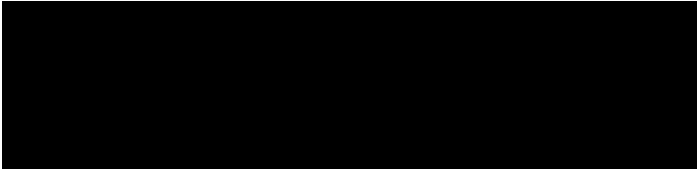
By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.



4/10/15  
Date

K. 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.

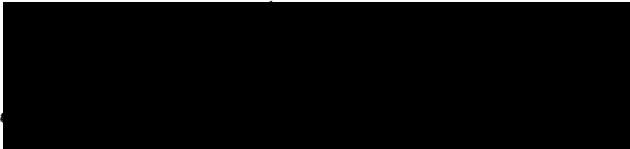


11/01/15

Date

**K. 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.



2/10/215  
Date

K. 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.

 \_\_\_\_\_

4-10-15  
Date

**K. 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.

[Redacted Signature]

4/10/2015  
Date

[Redacted Signature]

4/10/2015  
Date

**K. SIGNATURES**

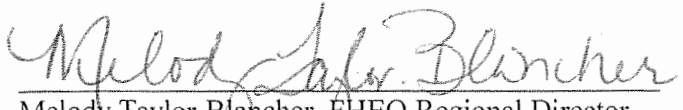
By signing below, the signatories agree that they intend to be legally bound, and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

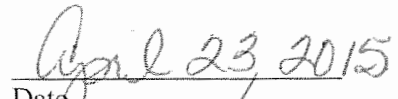
*Dorothy George, E. N.*  
Dorothy George, Executive Director  
Housing Authority of the City of Hazleton

4-10-15  
Date



L. APPROVAL

  
Melody Taylor-Blancher, FHEO Regional Director  
U.S. Department of Housing and Urban Development  
Region III

  
Date