

UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT

Office of Fair Housing and Equal Opportunity

VOLUNTARY COMPLIANCE AGREEMENT

Under

Title VI of the Civil Rights Act of 1964

Thuch Chang

v.

Revere Housing Authority

HUD CASE # 01-02-0001-6



Prepared by: JOHN A. GEISS, Civil Rights Analyst

COPY

NOV 19 1964

## INTRODUCTION

On October 2, 2001 Complainant Thuch Chang filed with the United States Department of Housing and Urban Development (hereinafter "HUD", or "Department") a formal complaint alleging that Respondents Revere Housing Authority (hereinafter "RHA"), and RHA Executive Director Andrew Procopio, Jr. engaged in conduct constituting a violation of Title VI of the Civil Rights Act of 1964 ("Title VI"). The specific Title VI issue presented for review and resolution was the following: whether Chang was, and/or RHA program participants and applicants were, denied an equal opportunity to benefit from RHA program or services based on national origin. It was alleged that Chang and other persons of limited English proficiency were denied meaningful language assistance. The Title VI claim was assigned Case # 01-02-0001-6.

Under Title VI of the Civil Rights Act of 1964 ("Title VI") (42 U.S.C. 2000d):

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Title VI case having been resolved between RHA and the Department without the investigation having been completed and any Letter of Finding issued, RHA and the Department herewith enter into the following agreement in order to affect a final closure of this matter.

## GENERAL PROVISIONS

1. This agreement, as of its effective date, shall constitute the basis for a closure of HUD Case # 01-02-0001-6.
2. This agreement does not constitute an admission by Respondent Revere Housing Authority, nor does it constitute a finding by HUD, that, as to the facts and circumstances underlying HUD Case # 01-02-0001-6, there was any violation of Title VI or any other federal law.
3. HUD, through its Secretary or his or her designee, shall have the power to determine whether and to what extent there has been compliance with the terms and conditions of this agreement. Accordingly, HUD may require written reports concerning compliance, inspect the subject premises, examine witnesses, and examine and copy pertinent records and other documentation maintained by the RHA.

4. No promises, agreements, or other inducements of any kind have been made to, by, or with the parties hereto, including HUD, other than as contained or reflected herein, to cause them to enter into this agreement. The parties represent and specifically state that each has read and understands the terms, provisions, and other contents hereof, and freely and voluntarily assent to same. RHA represents and specifically states that it has had adequate opportunity to fully discuss and review this document with an attorney of its choice.

5. RHA agrees that it will not, directly or indirectly, coerce, intimidate, threaten, interfere with, or otherwise retaliate against the Complainant, or any other person, in the exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected under any civil rights law as to which the Department has enforcement responsibilities.

6. If any provision of this agreement is found to be illegal or otherwise invalid by any court of competent jurisdiction, such a determination shall not affect the remainder of the agreement

7. Duplicate Originals. This document may be signed in counterpart, and, upon proper execution of duplicate originals by all necessary parties, the original signature of all such parties will be deemed to have been affixed to all such originals.

8. Effective Date: The effective date of this agreement shall be the date of execution of this document by a duly-authorized representative of the Department, which such execution will occur concurrently with or following, and not before, execution by all other parties.

#### SPECIFIC RELIEF

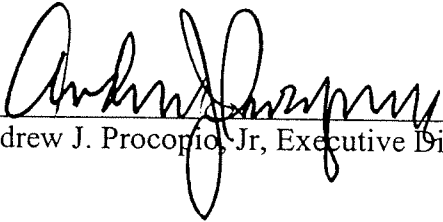
9. RHA agrees to formally adopt, upon the effective date of this agreement, the policy document captioned "Policy for Language Assistance Services" ("Policy"), a copy of which is attached hereto as Exhibit "A." Further, RHA shall, by not later than March 1, 2004, have prepared, or caused to have had prepared, related documentation as more particularly referenced in the Policy

10. As of the effective date hereof, and subject to performance by RHA of its obligations as set forth in Paragraph 9 above, HUD will undertake the process of closure of Case # 01-02-0001-6. It is fully understood by the parties, however, that in the event the Department finds that RHA has failed to comply with the terms of this agreement, it shall notify RHA of such non-compliance, and may proceed with enforcement as authorized under Title 24, Code of Federal Regulations, Section 1.8.

Dated: 5-17-04

Revere Housing Authority

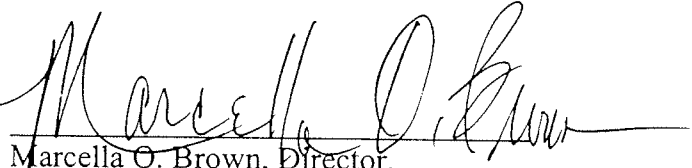
BY:

  
\_\_\_\_\_  
Andrew J. Procopio, Jr, Executive Director

Dated: 6/1/04

U.S. Department of Housing and  
Urban Development  
Office of Fair Housing & Equal Opportunity

BY:

  
\_\_\_\_\_  
Marcella O. Brown, Director,  
New England Hub

REVERE HOUSING AUTHORITY  
POLICY FOR LANGUAGE ASSISTANCE SERVICES

Preface

The Revere Housing Authority (RHA) acknowledges the existence of a legal requirement, based on Title VI of the Civil Rights Act of 1964 and implementing regulations issued by the Department of Housing and Urban Development, not

...utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or natural origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity as respect to persons of a particular race, color, or natural origin.

See 24 CFR 1.4(b)(2)(i). With respect to persons of limited English proficiency, this means taking reasonable steps to provide meaningful access to its housing programs, services, and activities, both as to existing as well as potential participants/recipients.

1. POLICY

RHA recognizes the special needs of individuals who are members of linguistic and cultural minority groups and are limited English proficient (LEP). Such persons, for purposes of this policy, are defined as follows: a person who does not speak English as his or her primary language, and who has a limited ability to read, write, speak, or understand English. RHA understands that LEP individuals may require language assistance in settings involving the provision of its services and administration of its programs and activities. It is, therefore, RHA policy to have a system designed to provide its staff with access to interpreter and translator services during all hours of operation. This policy sets forth guidelines and procedures for the use of language services.

2. PROCEDURE

*2.1 ASSESSMENT AND PRIMARY LANGUAGE IDENTIFICATION*

Staff members should find out as soon as possible whether a person who is to receive RHA services, or who may become a participant in any program or activity undertaken or administered by RHA, is a LEP person, and, if so, that person's primary language. Under ordinary circumstances, this assessment should take place at the point of initial contact with RHA. Ordinarily, staff will rely on that person's own assessment of his or her English proficiency. Staff should not feel uncomfortable about making inquiries about a person's language proficiency.

Attached as Appendix "A" is a language identification card which should, in the absence of other reliable information source, be used to identify a person's language.

## *2.2 RECORDING OF LEP INFORMATION*

To the extent feasible, the primary language of every LEP program or service participant or recipient, or potential participant or recipient, shall be recorded in a separate record ("log") kept for this purpose, as required by Paragraph 4 below, as well as in such business records as are normally and regularly maintained by RHA—but in a fashion that renders the notation distinctive from other content entered into such record.

## *2.3 INFORMED RIGHT TO PHA-PROVIDED INTERPRETER*

- A. When a person is first assessed as being LEP, staff will inform the person of his or her right to have a language interpreter at no cost to him or her. Attached is Appendix "B" is a procedures explanation sheet titled "What if I don't speak English." If the LEP person is literate in one of the languages in which the notice is translated, the person will be given a copy of the notice in the appropriate language. If the LEP person is not literate in one of these languages, staff will arrange to have the contents of the notice communicated to the LEP person through an RHA-provided interpreter or telephone interpreter service. If the person has expressly declined RHA's offer of assistance, the contents of the notice may be communicated through another person acting as an interpreter.
- B. In any subsequent interaction between the LEP person and RHA involving a new or different service, program, or activity, staff, upon initial encounter with the person, shall verify that he or she has received the Appendix "B" notice in his or her primary language or had its contents orally communicated through an interpreter.

## *2.4 USE OF FAMILY MEMBERS OR OTHERS AS INTERPRETERS*

- A. If the LEP person expressly declines RHA's offer of an interpreter, and instead requests that a family member, companion, advocate, friend, or other person be used to facilitate communication, such other person may be used, provided that staff first makes a reasonable determination that the person requested by the LEP person is willing, and able, to provide effective communication.
- B. Staff should be alert to situations in which the use of a family member or friend as interpreter might invade the LEP person's privacy or interfere with communication of information.

- C. In all instances where interpretation services are to be provided by family member or other non-RHA-provided service, staff shall make a notation, in a separate record kept for this purpose alone and, if available, also in the person's individual file, recording: 1) that an offer of an interpreter was made and expressly declined, 2) the name of the person acting as interpreter, and 3) that the LEP person can change his or her mind at any later time and request the assistance of RHA-provided interpreter services.
- D. Absent urgent circumstances, the use of minors as interpreters should be avoided unless the communication is limited to simple, straightforward matters such as scheduling an appointment or confirming an address or telephone number.
- E. In the event staff comes to believe that a LEP person's preferred interpreter is hampering effective communication between RHA and the LEP person, RHA shall, at its instigation, and regardless of the fact that its offer of interpreter service may have been declined, provide interpreter services.

## *2.5 CIRCUMSTANCES REQUIRING INTERPRETER SERVICES*

Interpreter services should be utilized in all circumstances where necessary for effective communication in connection with the providing of service, or administration of a program or activity, by RHA. Examples of such circumstances are the following:

- Housing Application Review
- Lease Briefing Session
- Recertification Interview
- Hearings/Private Conferences
- Other circumstances on an as needed basis

## *2.6 PROMPT CALL FOR INTERPRETERS*

Upon completion of the assessment of a person's English language proficiency and the making of the determination that such person is a LEP person, and provided that such person has not expressly declined an offer of a RHA-provided interpreter, staff should schedule or, if the person is physically present face-to-face with staff, promptly call for, an interpreter to be provided from the resources identified in section 2.8 below.

## *2.7 EMERGENCIES*

In an urgent situation, and where use of a telephonic interpreting service is not available or appropriate, staff should use their best efforts to provide the most effective communication possible until such time as a language interpreter arrives.

## 2.8 INTERPRETER/TRANSLATOR SERVICES RESOURCES

- Jewish Family Services, Swampscott
- World Language Services, Lynn
- The Translation Professionals, Wellesley Hills

## 2.9 TRANSLATING WRITTEN COMMUNICATIONS

A number of commonly used RHA forms have been translated into the predominate languages into which the Appendix "B" notice has been translated. When it is necessary to convey information contained in a document and no translated version is available, staff shall arrange to have an in-person or telephonic interpreter provide an oral translation.

## 2.10 ADDITIONAL TRANSLATIONS OF WRITTEN MATERIALS

RHA will have its written materials printed in foreign languages when it can reasonably be determined that a printed translation is necessary to ensure that LEP persons are not excluded from or denied equal access to PHA services, programs, and activities. Staff who identify other written materials that might be appropriate for translation should contact supervisory personnel for guidance.

## 2.11 COMPETENCY OF INTERPRETERS AND TRANSLATORS

RHA will develop and implement a procedure for assessing and evaluating the competency level for all persons who are employed or otherwise act on its behalf as interpreters and translators. RHA will ensure that all persons on its list of interpreters/translators have been appropriately trained regarding the role of the interpreter, the ethics of interpreting, the need to maintain confidentiality, and, in the case of translators, the ability to read and write.

## 3. STAFF TRAINING

RHA will, by not later than February 1, 2004, train appropriate existing staff on RHA procedures for serving LEP persons. This training will include the following: the importance of effective communication with LEP persons, when and how to obtain qualified language assistance, use of interpreters when staff make or receive telephone calls, and record-keeping procedures. New hires will receive the training as soon as practicable after the date of hire.

## 4. SELF-MONITORING

RHA will develop and maintain a log of interpreter services requested and provided, such log to show the following:



- Primary language of the person requesting or otherwise receiving language services;
- Reason for/purpose of a request for interpreter services;
- Source of interpreter services;
- Name of interpreter;
- Where no interpreter is provided, the reason why, and attempts made by RHA and/or others to obtain an interpreter

## 5. QUESTIONS AND COMPLAINTS

### 5.1. HOW TO OBTAIN FURTHER INFORMATION

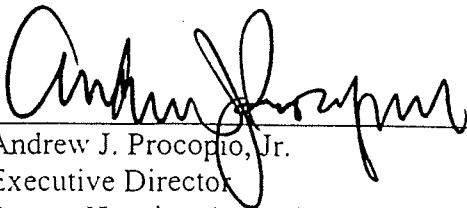
For information packets, forms, billing or any other information about language assistance, RHA may be reached at: 781-284-4394.

### 5.2. Where to Direct Problems or Complaints

Any person having questions or concerns about the availability or adequacy of interpreter services and/or translated documents with respect to services, programs, and activities undertaken or administered by RHA, may contact RHA at: 781-284-4394.

Any person who wishes to file a complaint regarding such matters shall be provided any paperwork concerning RHA grievance procedures (or any such similar dispute resolution process), as well as a copy of the U.S. Department of Housing and Urban Development brochure entitled "Are you a Victim of Housing Discrimination," and HUD's Complaint Hotline telephone number: 1-800-827-5005. This material will be in the language in which that person speaks, if a translation is available; if no such translated version is available, the person shall be directed to contact HUD at: 1-800-827-5005.

EFFECTIVE DATE: February 18, 2004



Andrew J. Procopio, Jr.  
Executive Director  
Revere Housing Authority



LANGUAGE IDENTIFICATION FLASHCARD

املأ هذا المربع إذا كنت تقرأ أو تتحدث العربية. Arabic

խոսողո՞ւմ ե՞նք նշո՞ւմ կատարե՞ք այս քանակու՞սում, եթե խոսո՞ւմ կամ կարդո՞ւմ եք հայերեն: Armenian

যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। Bengali

សូមបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ Cambodian

Matka i kahhon komu un taitai pat un sang i Chamorro. Chamorro

如果您具有中文閱讀和會話能力，請在本空格內標上M記號。 Chinese

Make kazye sa a si ou li oswa ou pale kreyòl ayisyen. Creole

Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. Croatian (Serbo-Croatian)

Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. Czech

Kruis dit vakje aan als u Nederlands kunt lezen of spreken. Dutch

Mark this box if you read or speak English. English

اگر خواندن و نوشتن فارسی بدرهستین، این مربع را علامت بگذارید. Farsi

<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	Greek
<input type="checkbox"/>	अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस गोले पर चिह्न लगाएँ।	Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet.	Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	Italian
<input type="checkbox"/>	日本語を読んだり、話せる場合はここに印を付けてください。	Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	Korean
<input type="checkbox"/>	ໃສ່ໝາຍໃສ່ຂໍ້ຂຽນນີ້ ຖ້າທ່ານອ່ານຫຼືປາກົດພາສາລາວ.	Laotian
<input type="checkbox"/>	Zaznacz tę kratkę jeżeli czyta Pan/Pani lub mówi po polsku.	Polish
<input type="checkbox"/>	Assinale este quadrado se voce lê ou fala Português.	Portuguese

<input type="checkbox"/>	Însemnați această căsuță dacă citiți sau vorbiți Românește.	Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	Russian
<input type="checkbox"/>	Maka pe fa'ailoga le pusa lea pe afai e te faitau pe tusitusi i le gagana Samoa.	Samoa
<input type="checkbox"/>	Обележите овај квадратик уколико читате или говорите српски језик.	Serbian (Serbo-Croatian)
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	Spanish
<input type="checkbox"/>	Markahan ang kahon na ito kung ikaw ay nagsasalita o nagbabasa ng Tagalog.	Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องดำทึบถ้าท่านอ่านหรือพูดภาษาไทย.	Thai
<input type="checkbox"/>	Faka'ilonga'i 'ae puha ko'eni kapau 'oku te lau pe lea 'ae lea fakatonga.	Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانہ میں نشان لگائیں.	Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý biết đọc và nói được Việt Ngữ.	Vietnamese
<input type="checkbox"/>	צייכנט דעם קעסטל אויב איר שרייבט אדער ליינט אידיש.	Yiddish

## Appendix "B"

### WHAT IF I DON'T SPEAK ENGLISH?

Revere Housing Authority (RHA) offers persons who are limited English proficient (LEP) an equal opportunity to be served in all of its facilities and programs. Our policy is to communicate effectively with LEP persons through bilingual staff, in-person or telephone interpreter services, and translated materials.

1. If you do not fluent in English, please let RHA know what language you speak. Interpreters are available in more than 140 languages, most of which appear on our language identification cards.
2. RHA provides interpreter services at no cost to its program participants or service recipients. You do not have to bring your own interpreter.
3. If you prefer to have a family member or friend interpret, RHA will respect your preference unless it would hamper effective communication. You may change your mind at any time and request an RHA interpreter. RHA strongly discourages use of minors as interpreters.
4. In addition to the interpreter services offered when you visit our facilities, RHA staff may use a telephone interpreter service to receive your incoming calls or to reach you by telephone.
5. If you need help translating English language letters or other written material you receive from RHA, please ask RHA to have an interpreter assist you.
6. If you have any difficulty obtaining interpreter services at any RHA facility, please contact our Coordinator of Interpreter Services, Charles Lambesis, P.H.M., at 781-284-4394 at Revere Housing Authority, 70 Coolidge Street, Revere, MA 02151.