

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Voluntary Compliance Agreement

Under

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
Case Nos. 01-16-4200-6; 01-16-4279-6; 01-16-4280-6; 01-16-4281-6

Between

Massachusetts Fair Housing Center  
(Complainant)

And

Northampton Housing Authority  
(Recipient)

And

West Springfield Housing Authority  
(Recipient)

And

Greenfield Housing Authority  
(Recipient)

And

Westfield Housing Authority  
(Recipient)

## A. PARTIES

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

- a. Complainant

Massachusetts Fair Housing Center  
57 Suffolk Street  
Holyoke, MA 01040

- b. Recipients

Northampton Housing Authority  
49 Old South Street  
Suite 1  
Northampton, MA 01060

West Springfield Housing Authority  
37 Oxford Place  
West Springfield, MA 01089

Greenfield Housing Authority  
1 Elm Terrace  
Greenfield, MA 01301

Westfield Housing Authority  
12 Alice Burke Way  
Westfield, MA 01086

2. The Complainant is a fair housing organization located at 57 Suffolk St, Holyoke, MA 01040.
3. The Recipients are federally- and state-funded low-income housing providers located in Northampton, West Springfield, Greenfield, and Westfield Massachusetts.
4. The subject properties are federally funded housing providers: (1) Northampton Housing Authority, located at 49 Old South Street, Northampton, MA 01060; (2) West Springfield Housing Authority, located at 37 Oxford Place, West Springfield, MA 01089; (3) Greenfield Housing Authority, located at 1 Elm Terrace, Greenfield, MA 01301; and (4) Westfield Housing Authority, located at 12 Alice Burke Way, Westfield, MA 01086.

## **B. STATEMENT OF FACTS**

Complainant Massachusetts Fair Housing Center ("MFHC") filed multiple complaints with the Department alleging that Recipients have violated the Fair Housing Act and Title VI of the Civil Rights Act of 1964. Complainant alleges that the Recipients violated the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 et seq. ("Act") on the basis of national origin by treating Hispanic Spanish-speaking applicants less favorably than White English-speaking applicants during the application process for federal and state-subsidized public housing.

Complainant also alleges that the Recipients 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.

The Recipients maintain that they have an extensive Limited English Proficiency policy, that they 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 Recipients deny having discriminated against Complainants and admit no liability with respect to any of the allegations or claims in the Complaint. Without limitation, the Recipients deny that their state-subsidized public housing programs receive any federal financial assistance. Recipients also allege that no persons were denied services as both Spanish and English-speaking applicants received applications for public housing. The parties nevertheless agree to settle the claims in the underlying actions by entering into this Conciliation Agreement without the need for further collection of evidence, hearings, or findings.

## **C. TERM OF AGREEMENT**

This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of fifteen (15) months from the effective date of this Agreement, except as to the obligations stated in Paragraph G-5, as to which this agreement will govern the conduct of the parties for a period of two years.

## **D. EFFECTIVE DATE**

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 signed by all parties and approved by the Region I FHEO Director.

This Agreement shall become effective on the date on which it is approved by the Region I FHEO Director, 10 Causeway St, Room 321, Boston, Massachusetts 02222, but in no event will this agreement extend beyond December 31, 2019.

## **E. GENERAL PROVISIONS**

1. The Parties acknowledge that this Agreement is a voluntary and full settlement of all issues related to the disputed complaint. The Parties affirm that they have read

and fully understand the terms set forth herein. No Party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

2. The Parties acknowledge that nothing in this Agreement will be construed as an admission of liability by any of the Recipients in any legal proceeding or under applicable laws, regulations, policies, executive orders, or official Departmental guidance.
3. Recipients acknowledge that they have 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. Recipients further acknowledge that retaliation constitutes both a material breach of this Agreement and a statutory violation of the Act.
4. The parties to this Agreement agree that, after it has been approved by the Region I FHEO Director, it is binding upon them, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of their respective organization's services.
5. Upon approval of this Agreement by the Region I FHEO Director, it is a public document.
6. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Recipients made pursuant to the Act, or any other complaint within the Department's jurisdiction.
7. 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 I Director.
8. 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.
9. The Complainant hereby forever waives, releases, and covenants not to sue the Department or the Recipients, 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, now or in the future, arising out of the subject matter of the Department Case Numbers 01-16-4200-8, 01-16-4279-8, 01-16-4280-8, 01-16-4281-8, 01-16-4200-6, 01-16-4279-6, 01-16-4280-6, and 01-16-4281-6 or which could have been filed in any action or suit arising from said subject matters.

10. Recipients hereby forever waive, release, 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 Numbers 01-16-4200-8, 01-16-4279-8, 01-16-4280-8, 01-16-4281-8, 01-16-4200-6, 01-16-4279-6, 01-16-4280-6, and 01-16-4281-6, or which could have been filed in any action or suit arising from said subject matter.

## F. RELIEF FOR COMPLAINANT

1. Attorney's Fees: Recipient(s) shall, within 90 days of the effective date of this agreement, compensate Complainant in the amount of \$6,000 in attorney's fees incurred during the pursuit of this claim.

## G. RELIEF IN THE PUBLIC INTEREST

1. Conference: Recipients agree to participate in at least one LEP/fair housing panel each at MFHC's April 2018 Fair Housing Conference if such a session is put on at that conference. Participation of appropriate managerial staff members in discussion panels (at least one staff member per Recipient) to discuss their LEP accommodations process, or attendance by at least one managerial staff member from each Recipient at such a panel, shall constitute participation.
2. Interpretive Services - Signage: Effective immediately, each Recipient shall place a sign in the Recipient's main office that reads "Your Right to an Interpreter", as or substantially similar to that attached at **Exhibit A**. The sign shall emphasize Spanish language services; be at least 17"x11"; and be placed either on any customer service counter or on a wall in the public/reception area of Recipient's offices such that it is visible while standing or sitting at the counter or other area where walk-in services are typically provided.
3. Interpretive Services - "I Speak" Cards: Effective immediately, each Recipient shall maintain accessible "I Speak" cards in their front office or reception area, available at <https://www.lep.gov/ISpeakCards2004.pdf>, in stock for use by any applicant or resident.
4. Interpretive Services - Access and Log: Within sixty (60) days of the effective date of this Agreement, Recipients will keep records documenting any interpretive services provided to any identified LEP tenants and/or applicants who visit, inquire in writing, or call the Recipients regarding their public housing and voucher programs. Recipients agree to periodic review of these records by the Department upon reasonable notice to counsel for Recipients, which may be shared with MFHC at the Department's discretion. The log will note the name of the person who requires interpretive services ("requirer"), language spoken/of interpretation requested by requirer, type of translation services requested (if applicable), type of

translation services provided, name of any staff member(s) who helped the requirer, and type of document or process involved, and the language of any documents or other resources provided to requirer. The log may be kept in a simple spread sheet or any other non-proprietary database format. See attached **Exhibit B**.

5. **Housing Applications:** Effective immediately, each Recipient will implement a method by which printed housing applications, in both English and Spanish (attached as Exhibit C) can be retrieved from a housing authority office without need for verbal/English interaction. Recipients will use best efforts to keep the application receptacle stocked with paper applications. The Spanish language applications shall be provided by each Recipient for any state or federal programs that each Recipient administers and/or otherwise supervises. Recipient also will have available at least two printed copies (five, in the case of Spanish) of the standard and emergency forms of the Universal Application for State-Aided Public Housing, MRVP & AHVP in each language available from DHCD (currently Spanish, Chinese, Haitian Creole, Khmer, and Portuguese) to distribute to prospective applicants.
6. **Language Notice:** Tenant files shall include a notation as to language preference in a prominent and primary location in the file so as to be apparent to any staff member who accesses the file.
7. **Language Access Plans:** Each Recipient will establish or continue to offer a Language Access Plan ("LAP") to help management and staff understand their roles and responsibilities with respect to overcoming language barriers for LEP individuals. The plan is a management document that outlines how the agency has or will define language assistance tasks, set deadlines and priorities, assign responsibility, and allocate the resources necessary to come into or maintain compliance with language access requirements. Any (modification to any existing) plan shall be completed within ninety (90) days from the effective date of this agreement. The plan will describe how the agency will effectuate the service delivery standards delineated in its policy directives, including the manner by which it will address the language service and resource needs identified in any self-assessment. The LAP shall be maintained in an accessible format (such as a separate folder) at each of Recipients' customer service desks, management offices, and on each Recipients' website (if applicable).

The plan shall include:

- a. Each Recipient's four factor test analysis and any resulting plan for providing interpreters based on budgetary resources;
- b. A list of:
  - i. vital documents to be translated, the languages into which they will be translated, and a timetable for translation as resources allow; and

- ii. a plan for translating informational materials not considered vital that detail services and activities provided to beneficiaries;
  - c. A translation of the list of documents above in G.7.b (to be provided by Complainant as resources allow at Recipients' discretion);
  - d. A plan for providing appropriately translated notices to LEP persons;
  - e. A 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;
  - f. A plan for providing interpreters for meetings as required by regulations;
  - g. A plan for developing community resources, partnerships, and other relationships to help with the provision of language services based on budgetary resources;
  - h. Provisions for monitoring and updating the LAP, including how often the LAP Plan will be updated.
8. Recipient further agrees to implement all of the following terms within the timeframes set forth herein:
- a. In person interpretation will be provided to the extent the LHAs have staff that are available and proficient in the target language. Otherwise, the LHAs will use an over-the-phone or VOIP translation service, or, if there are no other options, an internet-based translation service. Internet translation services may not be used to:
    - i. Modify, waive, or otherwise circumscribe any legal right, privilege, benefit or other component of a housing application, housing status, or other service provided by a Recipient;
    - ii. Convey or record information that could limit the accrual of any right, privilege, benefit or other opportunity that could be afforded to an applicant to or resident of any of Recipient's properties;
    - iii. Confer at any hearing, meeting, or other official in-person communication between a requirer and any member of a Recipient's staff or legal representative where technical or legal language upon which any right or privilege might rely would require interpretation;
    - iv. Translate any document that requires a signature or other formal acknowledgment, limits or otherwise circumscribes a right or privilege of residence, or conveys information regarding events that would interfere with a requirer's quiet enjoyment of their residence.
  - b. Internet translation services may be used for:

- i. Communication on a preliminary or conventional basis (e.g. "good morning" "what language is that" "do you need a translator" etc.);
  - ii. Communication of mundane information (e.g. "this is your parking space number" "this document has five pages" "we provide housing" etc.);
  - iii. Simple requests for basic information (e.g. "what is your name" "what is your phone number" "What time can we call you").
- c. Recipients will continue or begin to offer oral interpretation to LEP persons in their primary language when required to provide meaningful access to its programs and federally-funded housing services and benefits.
- d. Where applicable, Recipient's bilingual staff will provide oral interpretation when they fluently speak the same primary language as program participants.
- e. Recipients will not require or encourage LEP persons to use family, friends, neighbors, or any other informal interpreters as interpreters in interactions with Recipient unless requested by the LEP person;
- f. 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 a limited understanding of receptive or expressive English language skills;
- g. Within one hundred and twenty (120) days of the completion of the LAP, each Recipient will train its staff members that interact with public, residents, or voucher recipients on LEP Guidance, their LAP(s), 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 applicable recordkeeping procedures. Recipient will provide periodic training for new hires that are accessible to all staff as refresher trainings. The training/trainer must be approved by HUD. This training shall have an emphasis on LEP services, national origin discrimination, and cultural awareness regarding LEP individuals and must be at least two (2) hours in length.
- h. Within one hundred and twenty (120) days of the completion of the LAP, 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 and any necessary interpretation protocols;
- i. The 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 shall be provided at no cost to the tenants and applicants. Interpreters shall not independently ask questions of the tenants and/or applicants, but rather be



present solely to interpret interactions between the Housing Authority and the tenant and/or applicant, except in the case of qualified bilingual staff member interpreters interacting with the program participant in their capacity as staff members. All notices and documents for hearings and adverse actions will inform applicants and tenants of their right to a qualified interpreter at no cost, in Spanish when applicable, or in the requirer's primary language, when possible, with clear instructions on how to request interpretation in the participant's primary language, when possible;

- j. Recipients will not ask LEP program participants to use a minor child as an interpreter, except in emergencies or if the child is over the age of 14 and the family prefers to use the child without encouragement from Recipient staff. The parent of an informal interpreter's verbal statement that the interpreter is over 14 will be sufficient proof to allow LHA to proceed.
9. Within sixty (60) days of the completion of the LAP, each of the Recipients will appoint a language access coordinator to oversee language access compliance and to receive complaints. Responsibilities of the language access coordinator will be defined in Recipient's LAP.

## **I. MONITORING**

1. The Department shall determine compliance during the term of this agreement. As a part of such review, the Department may inspect the Recipient's/Recipient's properties identified in Section A of this Agreement, review quarterly reports, interview Recipient's staff and program participants, and copy pertinent records of the Recipient as stated herein. Upon reasonable notice to 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 thirty (10) business days to consult with the Department and begin to cure any alleged deficiency. If after this process, the Recipient has not satisfactorily resolved the claims of material non-compliance, the Department and the Recipients will work cooperatively to resolve the issues. The Department may take any statutory, administrative, or regulatory steps necessary to resolve outstanding findings of noncompliance.

## **J. REPORTING AND RECORDKEEPING**

1. Reporting -The Recipient will submit an Agreement Implementation Report every six months that quantifies all requests for LEP services (as in G.3, supra) and also identifies actions taken to implement the Agreement. The report shall document service requests and actions taken to implement this Agreement from its inception. Such reports may be shared with MFHC at the Department's discretion. The Department may request an updated log every three months at its discretion. A sample recordkeeping log is attached at **Exhibit B**
2. The first Agreement Implementation Report will be due one hundred twenty (120) days after the date of the approved Agreement; thereafter, reports will be due every six months for the duration of the Agreement, but may be requested quarterly, as above. The required reports and documentation of compliance must be submitted to:

Susan M. Forward, Region I Director  
United States Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
Thomas P. O'Neil Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA. 02222-1092

3. Final Reporting - a final summary of the actions taken to comply with this agreement must be submitted at the end of the duration of the agreement prior to closing. It may take the form of all other regular reports.

## **K. ADMINISTRATION**

1. The requirements of this Agreement shall be in effect for fifteen (15) months, unless an extension is necessary to complete the actions mandated by the Agreement.
2. Any time limits for performance fixed by this Agreement may be extended by mutual written agreement of Recipients and the Region I FHEO Director. The agreement may be extended as to one or more Recipients without being extended as to all Recipients as necessary to complete any requirement herein.
3. Recipient(s)' compliance with the terms of this Agreement shall fully and finally resolve all claims of the Department and MFHC relating to Recipients' alleged violations of the Act as stated in complaints 01-16-4200-8, 01-16-4279-8, 01-16-4280-8, 01-16-4281-8, 01-16-4200-6, 01-16-4279-6, 01-16-4280-6, and 01-16-4281-6.
4. The Department shall retain jurisdiction of this matter for the duration of this Agreement to enforce the terms of the Agreement as described in section I.3. above.

**WHEREFORE**, the parties hereto have duly executed this Agreement:

*Melis Bergquist*

*10/16/17*

Massachusetts Fair Housing Center  
Complainant

Date

Northampton Housing Authority

Date

West Springfield Housing Authority

Date

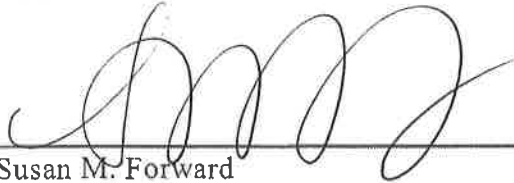
Greenfield Housing Authority

Date

Westfield Housing Authority

Date

**Approving this Agreement:**



*11/15/2017*

Susan M. Forward  
Region I Director  
Office of Fair Housing and Equal Opportunity

Date

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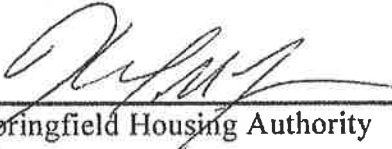
Massachusetts Fair Housing Center  
Complainant

Date

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Northampton Housing Authority

Date

  
West Springfield Housing Authority

Date

10/19/2017

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Greenfield Housing Authority

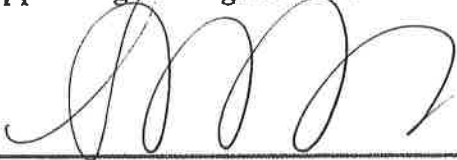
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Westfield Housing Authority

Date

**Approving this Agreement:**

  
Susan M. Forward  
Region I Director  
Office of Fair Housing and Equal Opportunity

Date

11/15/2017

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Massachusetts Fair Housing Center  
Complainant

Date

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*Cara Clifford*

*12/23/17*

Northampton Housing Authority

Date

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West Springfield Housing Authority

Date

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Greenfield Housing Authority

Date

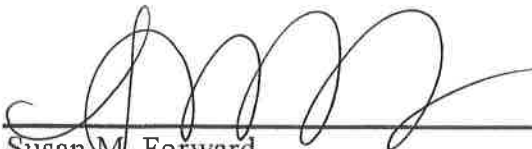
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Westfield Housing Authority

Date

**Approving this Agreement:**

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Susan M. Forward  
Region I Director

Date

*11/15/2017*

Office of Fair Housing and Equal Opportunity

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Massachusetts Fair Housing Center  
Complainant

Date

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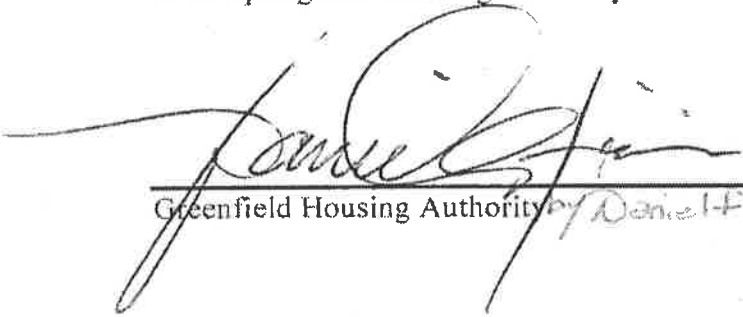
Northampton Housing Authority

Date

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West Springfield Housing Authority

Date



Greenfield Housing Authority of Daniel Finn, Executive Director

10/19/17


Date

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Westfield Housing Authority

Date

**Approving this Agreement:**



Susan M. Forward

Region I Director

Office of Fair Housing and Equal Opportunity

11/15/2017

Date

Massachusetts Fair Housing Center  
Complainant

Date

Northampton Housing Authority

Date

West Springfield Housing Authority

Date

Greenfield Housing Authority

Date

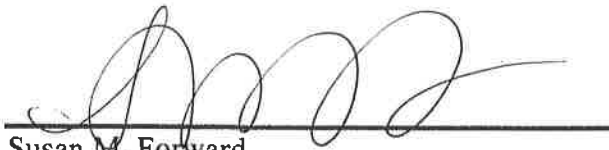
  
Daniel J. Kelly

10-19-17

Westfield Housing Authority

Date

**Approving this Agreement:**

  
Susan M. Forward  
Region I Director  
Office of Fair Housing and Equal Opportunity

Date

11/15/2017