

Attachment G2

ACOP CHANGES



THE HOUSING AUTHORITY OF THE CITY OF CAMDEN

PUBLIC HOUSING PROGRAM

Admissions & Continued Occupancy Plan (ACOP)

Current Administrative Plan	Proposed Changes
Chapter 2: Fair Housing And Equal Opportunity	<u>Change:</u> four to three
Introduction Chapter 2: Fair Housing And Equal Opportunity	<u>Delete:</u> HUD's Notice <u>Insert:</u> the Final
Introduction Part III: Prohibition of Discrimination Against Limited English Proficiency Persons Chapter 2: Fair Housing And Equal Opportunity Introduction Part III: Prohibition of Discrimination Against Limited English Proficiency Persons	<u>Delete:</u> Affecting Limited English Proficient Persons, published December 19, 2003 in the <i>Federal Register</i> ("Notice of Guidance"). <u>Insert:</u> against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007, in the <i>Federal Register</i> .



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<p>Chapter 2: Fair Housing And Equal Opportunity</p> <p>Part I: Nondiscrimination</p> <p>2-1.A. Overview</p>	<p><u>Insert:</u> and 1398</p>
<p>Chapter 2: Fair Housing And Equal Opportunity</p> <p>Part I: Nondiscrimination</p> <p>2-1.A. Overview</p>	<p><u>Insert:</u> and further clarified in Notice PIH 2014-20</p>
<p>Chapter 2: Fair Housing And Equal Opportunity</p> <p>Part I: Nondiscrimination</p> <p>2-1.A. Overview</p>	<p><u>Delete:</u> Violence Against Women Reauthorization Act of 2005 (VAWA)</p> <p><u>Insert:</u> The Violence against Women Act of 2013 (VAWA)</p>
<p>Chapter 2: Fair Housing And Equal Opportunity</p> <p>Part I: Nondiscrimination</p> <p>2-1.B: Nondiscrimination</p>	<p><u>Insert:</u> ; Executive Order 13988]</p>



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<p>Chapter 2: Fair Housing And Equal Opportunity</p> <p>Part III: Improving Access to Services for Persons with Limited English Proficiency (LEP)</p> <p>2-III.B. Oral Interpretation</p>	<p><u>Insert:</u> The PHA will utilize a language line for telephone interpreter services.</p> <p><u>Insert:</u> When exercising the option to conduct remote hearings, however, the PHA will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation</p> <p><u>Insert:</u> The PHA, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing</p> <p><u>Insert:</u> If the interpreter chosen by the family is a minor, the PHA will not rely as on the minor to serve as the interpreter</p> <p><u>Insert:</u> Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.</p> <p><u>Insert:</u> the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations</p>
<p>Chapter 3: Eligibility</p> <p>Part II: Basic Eligibility Criteria</p> <p>3-11.D.: Family Consent To Release of Information [24 CFR 5.230]</p>	



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Chapter 3: Eligibility

Part II: Basic Eligibility Criteria

3-11.E.: EIV System Searches [Notice PIH 2018-18; EIV
FAQs; EIV System Training 9/30/20]

Insert:

Existing Tenant Search

Prior to admission to the program, the PHA must search for all household members using the EIV Existing Tenant Search module. The PHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified the PHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance.

If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide the documentation of move-out from the assisted unit, as applicable.

PHA Policy

The PHA will contact the PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. The PHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.



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Chapter 3: Eligibility

Part II: Basic Eligibility Criteria

3-11.E.: EIV System Searches [Notice PIH 2018-18; EIV FAQs; EIV System Training 9/30/20]

Insert:

Debts Owed to PHAs and Terminations

All adult household members must sign the form HUD-52675, Debts Owed to Public Housing and Terminations. Prior to admission to the program, the PHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.

If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

PHA Policy

The PHA will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household.

The PHA will search the Debts Owed to PHAs and Termination module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, the PHA will determine if this information



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3-11.E.: EIV System Searches [Notice PIH 2018-18; EIV
FAQs; EIV System Training 9/30/20]

warrants a denial in accordance with the policies in Part III of this chapter.

Insert:

Income and IVT Reports

For each new admission, the PHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The PHA must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.



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<p>Chapter 3: Eligibility</p> <p>Part III: Denial of Admission</p> <p>3-III.C. Other Permitted Reasons For Denial Of Admission Previous Behavior [960.203(c) and (d) and PH Occ GB, p.48]</p>	<p><u>Insert:</u> sexual assault</p>
<p>Chapter 3: Eligibility</p> <p>Part III: Denial of Admission</p> <p>3-III.E. Criteria For Deciding To Deny Admission Consideration of Circumstances [CFR 960.203(c)(3)and (d)]</p>	<p><u>Insert:</u> sexual assault</p>



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<p>Chapter 3: Eligibility</p> <p>Part III: Denial of Admission</p> <p>3-III.F. Prohibition Against Denial Of Assistance To Victims of Domestic Violence, Sexual Assault, or Stalking</p>	<p><u>Insert:</u> Sexual Assault</p> <p><u>Insert:</u> sexual assault</p> <p><u>Insert:</u> sexual assault</p> <p><u>Insert:</u> and a copy of the form HUD-5382</p> <p><u>Insert:</u> sexual assault</p>
<p>Chapter 3: Eligibility</p> <p>Part III: Denial Of Admission</p> <p>3-III.G. Notice Of Eligibility Or Denial</p>	<p><u>Insert:</u> sexual assault</p>



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Chapter 14: Grievances And Appeals

Part I: Informal Hearings For Public Housing Applicants

14-I.B. Informal Hearing Process [CFR 960.208(a) and PH Occ GB, p. 58]

Insert:

PHA Policy

As Applicable, the PHA's notice of denial will include information about required or requested remote informal hearings.

Delete:

(form HUD-50066)

Insert:

(form HUD-5382)

Insert:

If the PHA informal hearing will be conducted remotely, at the time the notice is sent to the family, the family will be informed:

Regarding the processes involved in a remote informal hearing

Insert:

Remote Informal Hearings [Notice PIH 2020-32]

There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.



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Chapter 14: Grievances And Appeals

Part I: Informal Hearings For Public Housing Applicants

14-I.B. Informal Hearing Process [CFR 960.208(a) and PH Occ GB, p. 58]

PHA Policy

The PHA has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in case of inclement weather or natural disaster.

In addition, the PHA will conduct an informal hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal hearing, or if the applicant believes an in-person informal hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

Ensuring Accessibility for Persons With Disabilities and LEP Individuals.

As with in-person hearings, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and documents translation.



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<p>Chapter 14: Grievances And Appeals</p> <p>Part I: Informal Hearings For Public Housing Applicants</p> <p>14-I.B. Informal Hearing Process [CFR 960.208(a) and PH Occ GB, p. 58]</p>	<p>Conducting Remote Informal Hearings [Notice PIH 2020-32]</p> <p>The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.</p> <p>As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.</p> <p>The PHA must ensure that the applicant has the right to hear and be heard. All PHA policies and processes for remote informal hearings will be conducted in accordance with the due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.</p> <p><u>PHA Policy</u></p> <p>The PHA will conduct remote informal hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to</p>
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Part I: Informal Hearings For Public Housing Applicants

14-I.B. Informal Hearing Process [CFR 960.208(a) and PH Occ GB, p. 58]

adequately access the video conferencing platform at any point, or upon applicant request, the informal hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email copies of these documents to the PHA representative and to the person conducting the informal hearing the same day.



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Documents will be shared electronically whenever possible.

The PHA will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal hearing to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.



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<p>Chapter 14: Grievances And Appeals</p> <p>Part III: Grievance Procedures For Public Housing Residents</p> <p>14-III.D. Informal Settlement Of Grievance [24 CFR 966.54]</p>	<p><u>Insert:</u> (including emailed requests)</p> <p><u>Insert:</u> The informal settlement may be conducted remotely as required by the PHA or may be conducted remotely upon consideration of the request of the tenant. See 14-III.G for information on how and under what circumstances remote informal settlements may be conducted.</p>
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<p>Chapter 14: Grievances And Appeals</p> <p>Part III: Grievance Procedures For Public Housing Residents</p> <p>14-III.E. Procedures To Obtain A Hearing</p>	<p><u>Insert:</u> (including emailed requests)</p> <p><u>Insert:</u> If the PHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:</p> <p>Regarding the processes involved in a remote grievance hearing;</p> <p>That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform the PHA and the PHA will assist the family in either resolving the issue or allow the family to participate in in-person hearing, as appropriate.</p>
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Chapter 14: Grievances And Appeals

Part III: Grievance Procedures For Public Housing Residents

14-III.G. Remote Hearings [Notice PIH 2020-32]

Insert:

Remote Hearings [Notice PIH 2020-32]

There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

PHA Policy

The PHA has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in case of inclement weather or natural disaster.

In addition, the PHA will conduct an informal hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal hearing, or if the applicant believes an in-person informal hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

Discovery Of Documents Before The Remote Hearing

PHA Policy

If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the hearing. The PHA will mail copies of the hearing packet to the tenant, the tenant's representatives, if any, and the hearing officer at least three days before the scheduled remote



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14-III.G. Remote Hearings [Notice PIH 2020-32]

hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

If the hearing is to be conducted remotely, the PHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing through the mail or via email. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day they are received.

Documents will be shared electronically whenever possible.

Insert:

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote grievance hearings, including the use of interpretation services and document translation.

Insert:

Conducting Hearings Remotely

The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA will determine additionally if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.



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Part III: Grievance Procedures For Public Housing Residents

14-III.G. Remote Hearings [Notice PIH 2020-32]

As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA's essential responsibility is to ensure grievance hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote grievance hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

PHA Policy

The PHA will conduct remote grievance hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the grievance hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.



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Part III: Grievance Procedures For Public Housing Residents

14-III.G. Remote Hearings [Notice PIH 2020-32]

At least five business days prior to scheduling the remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

The PHA will follow up the email with a phone call and/or email to the family at least one business day prior to the remote grievance hearing to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the grievance hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

Change:
G to H



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Part III: Grievance Procedures For Public Housing Residents

14-III.H. Procedures Governing The Hearing [24 CFR 966.56]

Insert:

There will be no charge for documents emailed by the PHA

Change:

H to I



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Chapter 14: Grievances And Appeals

Part III: Grievance Procedures For Public Housing Residents

Exhibit 14-1: Sample Grievance Procedure

Insert:
(including email)

Insert:

VI. Scheduling hearings [24 CFR 966.56(a)]

If the hearing will be held remotely, the PHA will also include information on the remote hearing process

Insert:

VIII. Remote Hearings

The PHA has the authority to require that hearings be conducted remotely in certain situations.

Change:
VIII to IX

Change:
IX to X



Federal Register

Monday,
January 22, 2007

Part II

Department of Housing and Urban Development

**Final Guidance to Federal Financial
Assistance Recipients Regarding Title VI
Prohibition Against National Origin
Discrimination Affecting Limited English
Proficient Persons; Notice**

**DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

[Docket No. FR-4878-N-02]

**Final Guidance to Federal Financial
Assistance Recipients Regarding Title
VI Prohibition Against National Origin
Discrimination Affecting Limited
English Proficient Persons**

AGENCY: Office of the Assistant
Secretary for Fair Housing and Equal
Opportunity, HUD.

ACTION: Final notice.

SUMMARY: The Department of Housing and Urban Development (HUD) is publishing the final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons" (Guidance) as required by Executive Order (EO) 13166. EO 13166 directs federal agencies that extend assistance, subject to the requirements of Title VI, to publish Guidance to clarify recipients' obligations to LEP persons. This final Guidance follows publication of the proposed Guidance on December 19, 2003.

DATES: Effective Date: February 21, 2007.

FOR FURTHER INFORMATION CONTACT: Pamela D. Walsh, Director, Program Standards and Compliance Division, Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, 451 Seventh Street SW., Room 5226, Washington, DC 20410, telephone: (202) 708-2904 (this is not a toll-free number). Persons with hearing or speech impairments may access this number via TTY by calling the toll-free Federal Information Relay Service at (800) 877-8339.

SUPPLEMENTARY INFORMATION:

**I. Background—December 19, 2003,
Proposed Guidance**

On December 19, 2003 (68 FR 70968), HUD published proposed Guidance to help recipients of federal financial assistance take reasonable steps to meet their regulatory and statutory obligations to ensure that LEP persons have meaningful access to HUD programs and activities. Under Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, recipients of federal financial assistance have a responsibility to ensure meaningful access to programs and activities by LEP persons. Specifically, EO 13166, issued on August 11, 2000, and reprinted at 65 FR 50121 (August 16, 2000), directs each federal agency

that extends assistance subject to the requirements of Title VI to publish guidance for its respective recipients clarifying this obligation.

This Guidance must adhere to the federal-wide compliance standards and framework detailed in the Department of Justice (DOJ) model LEP Guidance, published at 67 FR 41455 (June 18, 2002). HUD's proposed Guidance followed the established format used in the DOJ model, and solicited comments on the Guidance's nature, scope, and appropriateness. Specific examples set out in HUD's Guidance explain and/or highlight how federal-wide compliance standards are applicable to recipients of HUD's federal financial assistance.

**II. Significant Differences Between the
December 19, 2003, Proposed Guidance
and This Final Guidance**

This final Guidance takes into consideration the public comments received on the December 19, 2003, proposed Guidance. There are no significant changes between the proposed Guidance and this final Guidance. However, for purposes of clarification, several minor changes were made in Appendix A, and a new Appendix B has been added to the Guidance. Appendix B, "Questions and Answers (Q&A)," responds to frequently asked questions (FAQs) related to providing meaningful access to LEP persons.

**III. Discussion of Public Comments
Received on the December 19, 2003,
Proposed Guidance**

The public comment period on the December 19, 2003, proposed Guidance closed on January 20, 2004. On January 20, 2004, the comment period was extended to February 5, 2004. HUD received 21 comments. Comments were received from public housing agencies, state housing agencies, private sector housing providers, organizations serving LEP populations, organizations advocating that English be the official U.S. language, and trade associations representing public housing agencies. HUD also received more than 7,000 postcards from concerned citizens who opposed the Guidance as an "onerous burden" on small and underfunded organizations and groups that advocated adoption of English as the official language of the United States.

The comments expressed a wide range of viewpoints. Many of the comments identified areas of the Guidance for improvement and/or revision. Other comments objected to sections of the Guidance or to the Guidance in its entirety. The most frequent dissenting comments involved:

(1) Opposition to the *Alexander v. Sandoval* Supreme Court decision [53 U.S. 275 (2001)]; (2) enforcement and compliance efforts (including legal enforceability, validity of housing-related legal documents, and vulnerability of recipients); (3) applicability of the Guidance (including HUD's provision of clearer standards regarding when the provision of language services are needed); (4) cost considerations; (5) competency of interpreters (including use of informal interpreters) and translators; (6) vulnerability of recipients as a result of this Guidance (including "safe harbors"); and (7) consistency of translations (including standardized translations of documents).

In addition, four commenters stated that HUD did not solicit the input of stakeholders for the proposed Guidance, despite the mandate of EO 13166. These and other comments are discussed in greater depth below. This preamble presents a more detailed review of the most significant concerns raised by the public in response to the December 19, 2003, proposed Guidance and HUD's response to each concern. The preamble's sections are:

- Section IV, which discusses comments regarding the *Sandoval* Supreme Court decision (including enforcement under Title VI);
- Section V, which discusses comments regarding enforcement and compliance efforts (including legal enforceability, validity of housing-related legal documents, and vulnerability of recipients);
- Section VI, which discusses comments regarding applicability of the Guidance (i.e., clearer standards regarding when language services can reasonably be expected to be provided);
- Section VII, which discusses comments regarding cost considerations;
- Section VIII, which discusses comments regarding competency of interpreters (including use of informal interpreters) and translators;
- Section IX, which discusses comments regarding vulnerability of recipients as a result of this Guidance (including "safe harbors");
- Section X, which discusses comments regarding consistency of translations (including standardized translations of documents); and
- Section XI, which discusses other comments.

**IV. Comments Regarding the *Sandoval*
Supreme Court Decision (Including
Enforcement Under Title VI)**

Comment: Several commenters wrote that the proposed Guidance was

unsupported by law and, therefore, urged its withdrawal. The commenters expressed disagreement with the HUD and DOJ positions on the holding in *Alexander v. Sandoval*. *Sandoval* precludes individuals from bringing judicial actions to enforce those agency regulations based on Title VI. The commenters wrote that federal agencies have no power to enforce such regulations through this Guidance because it would violate the *Sandoval* decision to use the Guidance to determine compliance with Title VI and Title VI's regulations.

HUD Response. HUD reiterates here, as it did in the proposed Guidance published on December 19, 2003, that its commitment to implement Title VI through regulations reaching language barriers is longstanding and is unaffected by the *Sandoval* decision. In its proposed Guidance, HUD stated that DOJ had disagreed with the interpretation voiced by the commenters, and in its final Guidance, HUD continues to take this position. The Guidance and the response to Appendix B, Q&As XV, XXIV, and XXV, state that the Supreme Court, in the *Sandoval* decision, did not strike down Title VI itself or Title VI's disparate impact regulations (at HUD, that would be its civil rights-related program requirements or "CRRPRs"), but only ruled that individuals could not enforce these Title VI regulations through the courts and could only bring such court action under the statute itself. The Guidance further states that because the Supreme Court did not address the validity of the regulations or EO 13166, that both remain in effect. Individuals may still file administrative complaints with HUD alleging Title VI and Title VI regulatory violations for failing to take reasonable steps to provide meaningful access to LEP persons.

Appendix B, Q&As II, III, and IV further clarify the requirements of both the EO and Title VI of the Civil Rights Act of 1964. These responses describe the obligations of federal agencies under the EO and how Title VI applies to situations involving discrimination against LEP persons. These Q&As explain that Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. Federally conducted programs and activities are required to meet the standards for taking reasonable steps to provide meaningful access to LEP persons under EO 13166. In addition, all programs and operations of entities that receive financial assistance from the

federal government, including, but not limited to, state agencies, local agencies, and for-profit and nonprofit entities, and all sub-recipients (those that receive funding passed through a recipient) must comply with the Title VI obligations (including those in the regulations). Programs that do not receive federal funding, such as those that receive Federal Housing Administration (FHA) insurance, are not required to comply with Title VI's obligations. (If the recipient received FHA insurance along with Rental Assistance, construction subsidy, or other federal assistance, it would be required to comply with Title VI requirements.) In certain situations, failure to ensure that LEP persons can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination. EO 13166, signed on August 11, 2000, directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Section 3 of the EO requires all federal agencies to issue LEP guidance to help federally assisted recipients in providing such meaningful access to their programs. This guidance must be consistent with DOJ Guidance, but tailored to the specific federal agency's federally assisted recipients. HUD has written its general Guidance and Appendices to meet these requirements.

V. Comments Regarding Enforcement and Compliance Efforts (Including Legal Enforceability and Validity of Housing-Related Legal Documents and Vulnerability of Recipients)

Comment: Two commenters who supported adoption of the proposed Guidance recommended that HUD provide more detailed Guidance to its staff on enforcement and compliance and encouraged collaboration with nonprofit organizations, such as fair housing groups funded by the Fair Housing Initiatives Program (FHIP). A number of commenters, while supportive of the Guidance and HUD's leadership in this area, suggested modifications that would, in their view, provide a more definitive statement of the minimal compliance standards or better describe how HUD would evaluate activities under a more flexible compliance standard. There were also comments that claimed the Guidance was actually a set of regulatory requirements masquerading as "Guidance"; one commenter stated that the Guidance would be used to determine compliance with Title VI and

its regulations, rather than as discretionary advice.

HUD Response. HUD's rule at 24 CFR 1.7(c) requires HUD to undertake "a prompt investigation whenever a compliance review, report, complaint, or any other information indicates a possible failure to comply with this part 1." As explained further in Appendix B, Q&As XVI, XVIII, and XIX, FHEO will investigate or review complaints or other information that suggests a recipient is not in compliance with its Title VI obligations. HUD will determine whether the recipient has made reasonable efforts to ensure participation of LEP persons in programs or activities receiving federal financial assistance from HUD. Review of the evidence will include, but may not be limited to, application of the four-factor analysis identified in the LEP Guidance, which provides a framework for reviewing the totality of the circumstances and objectively balances the need to ensure meaningful access by LEP persons and without imposing undue burdens on recipients. HUD will also collect and evaluate evidence about whether the recipient has adopted a Language Access Plan (LAP) that reflects LEP needs (or addressed LEP needs in another official plan, such as the PHA or Consolidated Plan), implemented the Plan, and maintained Title VI compliance records that demonstrate services provided to LEP persons. HUD will inform the recipient of any findings of compliance or non-compliance in writing. If the investigation or review results in findings that the recipient has failed to comply with HUD's rules at 24 CFR part 1, HUD will inform the recipient and attempt to resolve the findings by informal means [24 CFR 1.7(d)]. HUD may use other means of voluntary cooperation, such as negotiation and execution of a voluntary compliance agreement. If HUD determines that compliance cannot be secured by voluntary means, HUD may use other means to enforce its rules under Title VI, such as the suspension or termination of approved funding or refusal to grant future funding [24 CFR 1.8(a), (c), and (d)]. HUD also may refer the matter to DOJ for enforcement action.

Appendix B, Q&A VII, provides additional guidance on the four-factor analysis by explaining that recipients are required to take reasonable steps to ensure meaningful access to LEP persons. This standard is intended to be both flexible and fact-dependent and also to balance the need to ensure meaningful access by LEP persons to critical services while not imposing

undue financial burdens on small businesses, small local governments, or small nonprofit organizations. The recipient may conduct an individualized assessment that balances the following four factors: (1) Number or proportion of LEP persons served or encountered in the eligible service population ("served or encountered" includes those persons who would be served or encountered by the recipient if the persons were afforded adequate education and outreach); (2) frequency with which LEP persons come into contact with the program; (3) nature and importance of the program, activity, or service provided by the program; and (4) resources available to the recipient and costs to the recipient. It further refers recipients to examples of applying the four-factor analysis to HUD-specific programs in Appendix A of HUD LEP Guidance.

Appendix B, Q&A IX, explains that after completing the four-factor analysis and deciding what language assistance services are appropriate, a recipient may develop a LAP or Implementation Plan to address identified needs of the LEP populations it serves. Some elements that may be helpful in designing an LAP include: (1) Identifying LEP persons who need language assistance and the specific language assistance that is needed; (2) identifying ways in which language assistance will be provided; (3) providing effective outreach to the LEP community; (4) training staff; (5) translating informational materials in identified language(s) that detail services and activities provided to beneficiaries (e.g., model leases, tenants' rights and responsibilities brochures, fair housing materials, first-time homebuyer guide); (6) providing appropriately translated notices to LEP persons (e.g., eviction notices, security information, emergency plans); (7) providing interpreters for large, medium, small, and one-on-one meetings; (8) developing community resources, partnerships, and other relationships to help with the provision of LEP services; and (9) making provisions for monitoring and updating the LAP.

However, HUD did not make changes to the Guidance itself. At this time, HUD does not feel that a specific separate statement of compliance standards is needed. HUD will continue to apply current Title VI investigative standards when conducting LEP investigations or compliance reviews. (See Appendix B, Q&A VI, for further discussion.)

Comment: Several commenters stated that housing documents of a legal nature, such as leases, sales contracts, etc., that are translated into foreign

languages might not be upheld in court as legally enforceable.

HUD Response: HUD appreciates this concern that the documents required by the Guidance would complicate possible eviction actions. State and local law govern contractual agreements between residents and landlords.

Comment: Commenters stated that questions could be raised about the accuracy of the translation and whether, for example, a tenant's signature on both English language and foreign language versions of a housing-related legal document would be upheld as valid in a judicial proceeding.

HUD Response: HUD recommends that when leases are translated into other languages than English, the recipient only ask the tenant to sign the English lease. The translated document would be provided to the tenant but marked "For information only." However, this recommendation in no way minimizes the need to ensure meaningful access, and therefore to take reasonable measures, such as second checks by professional translators, to ensure that the translation is accurate.

VI. Comments Regarding Applicability of the Guidance (i.e., HUD Should Provide Clearer Standards Regarding the Provision of Language Services)

Comment: Several commenters wrote that the statement "coverage extends to a recipient's entire program or activity * * * even if only one part of the recipient receives the federal assistance," places an unwarranted burden on an entire program. One commenter gave the example of a PHA that contracts with a Residents' Council that provides some level of LEP services. The commenter recommended that the PHA should not be required to enforce LEP requirements against the Residents' Council unless there is clear evidence of discriminatory intent.

HUD Response: With regard to the specific example of a Residents' Council that provides some level of LEP services, given the context, we assume that this comment intended to characterize the Council as a subrecipient of federal financial assistance. The proposed Guidance issued on December 19, 2003, states that "subrecipients likewise are covered when federal funds are passed through from one recipient to a subrecipient." Recipients such as Community Development Block Grant (CDBG) Entitlement jurisdictions, CDBG state programs, and PHAs are required to monitor their subrecipients who receive federal financial assistance for a variety of purposes. Among these purposes are that such entities are also subject to the

requirements of Title VI of the Civil Rights Act of 1964, as amended by the Civil Rights Restoration Act of 1987. This final Guidance does not change the position taken on this issue as cited in the proposed Guidance. Therefore, the Resident Council in the above comment would be subject to Title VI if it received any funding from the PHA, although its analysis may indicate that it must provide little, if any, LEP services. The Guidance and Appendix B, Q&A IV, restate that Title VI's LEP obligations apply to (1) all programs and activities of entities that receive federal financial assistance, and (2) all subrecipients that receive federal funds that are passed through a recipient. Entities that are not recipients or subrecipients of federal financial assistance are not, themselves, subject to Title VI requirements (see 24 CFR 1.2), although recipients using contractors to carry out recipient activities remain obligated to ensure civil rights compliance in those activities. With regard to the comment that LEP requirements should only apply to subrecipients in the case of clear evidence of discriminatory intent, refer to Appendix B, Q&A IV, for a more in-depth response. Finally, this Guidance in no way expands the scope of coverage mandated by Title VI, as amended by the Civil Rights Restoration Act of 1987, which defined the terms "program" and "program or activity."

VII. Comments Regarding Cost Considerations

Comments: A number of comments focused on the cost considerations as an element of HUD's flexible four-factor analysis for identifying and addressing the language assistance needs of LEP persons. For example, several commenters said that implementing this Guidance would constitute an unfunded mandate and that the total costs nationally would exceed the \$100 million limit stipulated in the Unfunded Mandates Control Act. Commenters also stated that document translation is not a "one-time" cost, since laws, regulations, and Guidance all change over time. In addition, several commenters noted that private housing providers and PHAs would not be able to recover the costs of implementing LEP services through rent increases, since LEP services are not included in HUD formulae used to calculate and approve rent increases. A few comments suggested that the flexible fact-dependent compliance standard incorporated by the Guidance, when combined with the desire of most recipients to avoid the risk of noncompliance, could lead some large,

statewide recipients to incur unnecessary or inappropriate financial burdens in conjunction with already strained program budgets.

While no comments urged that costs be excluded from the analysis, some commenters wrote that a recipient could use cost as an inappropriate justification for avoiding otherwise reasonable and necessary language assistance to LEP persons.

HUD Response. HUD believes that costs are a material consideration in identifying the reasonableness of particular language assistance measures, and that the Guidance identifies an appropriate framework by which costs are to be considered. The Department recognizes that some projects' budgets and resources are constrained by contracts and agreements with the Department. These constraints may impose a material burden upon the projects. Where a recipient of HUD funds can demonstrate such a material burden, HUD views this as a critical item in the consideration of costs in the four-factor analysis. However, where documents share common text, costs can be significantly decreased through pooling resources. For instance, many HUD recipients of HUD funds belong to national organizations that represent their interests. HUD recommends that these national groups set aside some funds from membership fees to offset the written translations. In addition, the same national groups may contract with a telephone interpreter service to provide oral interpretation on an as-needed basis. Appendix A discusses this issue in greater depth. Appendix B, Q&A VII, integrates the issue of cost as part of the discussion of the four-factor analysis described in the Guidance by advising the recipient to take into account both the costs and resources available to the recipient.

In addition, Appendix B, Q&A XII, explains how a recipient may supplement its limited resources to provide necessary language services without sacrificing quality and accuracy. The federal government's LEP Web site, <http://www.lep.gov/recip.html> (scroll to translator and interpreter organizations), lists some examples of associations and organizations whose members may provide translation and interpretation services. In addition, the General Services Administration maintains a language services database for both written translations and oral interpretation that can be accessed at: <http://www.gsa.eLibrary.gsa.gov/ElibMain/SinDetails?executeQuery=YES&scheduleNumber=738+II&flag&filter=&specialItemNumber=382+1>. Site

visitors may choose an interpreter or translator from among a list of language service providers. Language service providers are available through other means, as well, and the above list is in no way meant to be an exclusive list or recommendations, but rather is shared for information purposes only.

VIII. Comments Regarding Competency of Interpreters (Including Use of Informal Interpreters) and Translators

Comment: Several commenters wrote that written LAPs should include language strongly discouraging or severely limiting the use of informal interpreters, such as family members, guardians, or friends. Some recommended that the Guidance prohibit the use of informal interpreters except in limited or emergency situations. Commenters expressed concern that the technical and ethical competency of interpreters could jeopardize meaningful and appropriate access at the level and type contemplated under the Guidance.

HUD Response. HUD believes that the Guidance is sufficient to allow recipients to achieve the proper balance between the many situations where the use of informal interpreters is inappropriate, and the few where the transitory and/or limited use of informal interpreters is necessary and appropriate in light of the nature of the service or benefit being provided and the factual context in which that service or benefit is being provided. Appendix B, Q&A XIII, states that a recipient should generally discourage the use of family members or other informal interpreters, but should permit the use of interpreters of the LEP person's choosing when that LEP person rejects the recipient's free language assistance services. This Guidance further explains and clarifies all aspects of how a recipient can provide different types of interpretation services, including informal interpreters for different situations. To ensure the quality of written translations and oral interpretations, HUD encourages recipients to use professional interpreters and translators.

Comment: A number of commenters objected to requiring recipients to determine the competency of interpreters or translators, and strongly stated that such a requirement was too burdensome for the small- to medium-sized housing providers. A few commenters urged HUD to provide details on particular interpretation standards or approaches that would apply on a national basis.

HUD Response. HUD declines to set such professional or technical

standards. General guidelines for translator and interpreter competency are set forth in the Guidance. Recipients, beneficiaries, and associations of professional interpreters and translators could collaborate in identifying the applicable professional and technical interpretation standards that are appropriate for particular situations. For example, local, state, or national chapters of businesses or housing trade organizations can set up and enforce a set of rules and standards that will qualify interpreters and translators to participate in housing-related legal and other program-related transactions. Alternatively, PHAs may be able to find qualified interpreters and translators through associations representing that industry (e.g., American Translators Association, National Association of Judicial Interpreters and Translators, Translators and Interpreters Guild, and others) or even from for-profit organizations. Housing provider groups and/or individual housing providers can, as part of their LAPs, communicate with the state Attorney General's Office or the State Administrative Offices of the Courts regarding the regulations that govern the use of interpreters in most legal proceedings in state courts. Sections VI.A.1 and VI.B.4 of the general Guidance provide information on how to determine the competency of interpreters and translators. In addition, Appendix B, Q&A XII, re-emphasizes that the recipient should try to ensure the quality and accuracy of any interpretation or translation services provided.

IX. Comments Regarding Vulnerability of Recipients as a Result of This Guidance (Including "Safe Harbors")

Comments: Some comments focused on providing "safe harbors" for oral translations and provision of written translation for vital documents. The commenters stated that there should be a level below which there would be no need to provide language services where the numbers and proportions of the population that are LEP are insignificant. Another commenter recommended that the "safe harbor" standards be less stringent and that compliance be determined based on the total circumstances.

Comment: While not clearly stated in any of the comments, there appeared to be a misunderstanding about how the safe harbor requirements applied to the eligible population of the market area as opposed to current beneficiaries of the recipient.

HUD Response. This final Guidance makes no changes to the "safe harbor"

provisions found at Paragraph VI.B.3 or the Guidance in Appendix A.

Oral Interpretation v. Written

Translation: The "safe harbor" provided in this Guidance is for written translations only. There is no "safe harbor" for oral interpretation. In fact, Q&As XXII and XXIII clarify that no matter how few LEP persons the recipient is serving, oral interpretation services should be made available in some form. Recipients should apply the four-factor analysis to determine whether they should provide reasonable and timely, oral interpretation assistance, free of charge, in all cases, to any beneficiary that is LEP. Depending on the circumstances, reasonable oral interpretation assistance might be an in-person or telephone service line interpreter.

Safe Harbor for Written Translations: Q&A XX explains how the four-factor analysis and the recipient's subsequent actions may be used to provide a "safe harbor" for written translations. HUD LEP Guidelines in Paragraph VI(B)(3) explains how certain recipient activities would constitute a "safe harbor" against a HUD finding that the recipient had not made reasonable efforts to provide written language assistance. As has already been noted, this Guidance is not intended to provide a definitive answer governing the translation of written documents for all recipients, nor one that is applicable in all cases and for all situations. Rather, in drafting the "safe harbor" and vital documents provisions of the Guidance, HUD sought to provide one, but not necessarily the only point of reference for when a recipient should consider translations of documents (or the implementation of alternatives to translating such documents). The recipient should consider its particular program or activity, the document or information in question, and the potential LEP populations served.

Specific Safe Harbor Guidance: Appendix B, Q&A XXI, provides a helpful table that further clarifies the "safe harbors" for written translations based on the number and percentages of the market area-eligible population or current beneficiaries and applicants that speak a specific language. According to the table, HUD would expect translations of vital documents to be provided when the eligible LEP population in the market area or the current beneficiaries exceeds 1,000 persons or if it exceeds 5 percent of the eligible population or beneficiaries along with more than 50 persons. In cases where more than 5 percent of the eligible population speaks a specific language, but fewer than 50 persons are affected, there should be a translated

written notice of the person's right to an oral interpretation. An oral interpretation should be made available in all cases.

Vital Documents: Q&A XX defines a "safe harbor" for written translations for purposes of this Guidance as one where the recipient has undertaken efforts to prevent a finding of non-compliance with respect to the needed translation of vital written materials. HUD's Guidance follows DOJ's Guidance that define a "safe harbor" only for the translation of vital documents. Q&A X describes how to determine if a document is a "vital document." Vital documents are those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically. If a recipient (1) undertakes the four-factor analysis, (2) determines a need for translated materials, and (3) translates vital documents to accommodate the primary languages of its LEP applicants, beneficiaries, and potential beneficiaries, then HUD will consider this strong evidence of compliance with respect to translation of vital documents.

The decision as to what program-related documents should be translated into languages other than English is a complex one. While documents generated by a recipient may be helpful in understanding a program or activity, not all are critical or vital to ensuring meaningful access by beneficiaries generally and LEP persons specifically. Some documents may create or define legally enforceable rights or responsibilities on the part of individual beneficiaries (e.g., leases, rules of conduct, notices of benefit denials, etc.). Others, such as applications or certification forms, solicit important information required to establish or maintain eligibility to participate in a federally assisted program or activity. For some programs or activities, written documents may be the core benefit or service provided. Moreover, some programs or activities may be specifically focused on providing benefits or services to significant LEP populations. Finally, a recipient may elect to solicit vital information orally as a substitute for written documents. Certain languages are oral rather than written, and thus a high percentage of such LEP speakers will likely be unable to read translated documents or written instructions. Each of these factors should play a role in deciding: (1) What documents should be translated; (2) what target languages other than English are appropriate; and (3) whether more effective alternatives exist, rather than continued reliance on written

documents to obtain or process vital information.

Eligible population in the housing market area vs. current beneficiaries and applicants: While the final Guidance makes no changes to the safe harbor provisions found in Section VI.B.3. of the Guidance or to that found in Appendix A, the latter has been changed to differentiate between how the results of the "safe harbor" will affect a recipient's outreach efforts to eligible LEP populations as opposed to its LEP services for current beneficiaries and applicants of its programs. We have clarified in the "Housing" portion of Appendix A, as well as in Appendix B, Q&A XXI, that the "safe harbor" evaluation will differ depending on the population the recipient is considering. When conducting outreach to the eligible population in the housing market area, the number and percentage of the eligible LEP population in that housing market area should be evaluated. When working with a recipient's own beneficiaries (e.g., residents of a specific housing development or applicants to the housing development), the number and percentage of LEP persons living in the housing and on the waiting list should be evaluated.

Guidance v. Requirements: Regarding written translations, the general HUD Guidance does identify actions that will be considered strong evidence of compliance with Title VI LEP obligations. However, the failure to provide written translations under these cited circumstances does not necessarily mean that the recipient is in non-compliance. Rather, the "safe harbors" provide a starting point for recipients to consider whether the following justify written translations of commonly used forms into frequently encountered languages other than English: (1) The importance of the service, benefit, or activity and the nature of the information sought; (2) the number or proportion of LEP persons served; (3) the frequency with which LEP persons need this particular information and the frequency of encounters with the particular language being considered for translation; and (4) resources available, including costs.

Comment: One comment pointed out that current demographic information based on the 2000 Census or other data was not readily available to assist recipients in identifying the number or proportion of LEP persons and the significant language groups among their otherwise eligible beneficiaries.

HUD Response. This information is now available at: <http://>

www.census.gov/main/www/com2000.html.

X. Comments Regarding Consistency of Translations (Including Standardized Translations of Documents)

Comment: One commenter stated that the concept of "safe harbors" should reflect an agreed-upon split of responsibilities between HUD and its private and public sector partners. Several commenters proposed that HUD provide standardized translations of basic programmatic and legal documents associated with HUD housing programs (e.g., public housing lease, housing discrimination complaint form, etc). They also recommended that HUD assume the cost of such translations as a means of reducing the costs of LEP services.

HUD Response. On an *ad hoc* basis, HUD's individual program offices have translated "as needed" important documents that affect that particular office's programs. This approach has been effective and will be continued.

XI. Other Comments

Comment: Several national organizations representing assisted housing providers said HUD should place a "disclaimer" on its translated documents that stipulates they are: (1) HUD translations, (2) provided as supplementary information, (3) not replacement for the official English document, and (4) not word-for-word translations of the housing providers documents.

HUD Response. After undertaking reasonable quality control measures to ensure the accuracy of the translation, HUD will use the following language as a disclaimer in its translated lease or other documents: "This document is a translation of a HUD-issued legal document. HUD provides this translation to you merely as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document."

Comment: Recipients of HUD funds have commented on potential complications that may arise during legal proceedings on the eviction of non-compliant residents. Recipients noted that failure on the part of the housing providers to provide all vital documents in the resident's native language would create a defense against eviction.

HUD Response. HUD appreciates this concern that the documents required by the Guidance would complicate

possible eviction actions. As stated in Appendix B, Q&A XIV, state and local laws control contractual agreements between residents and landlords. Notwithstanding, HUD is unaware of any state or local case law that would encumber the eviction process.

Comment: National organizations representing assisted housing providers commented that the definition of "Who is LEP?" is misleading. They pointed out that since all members of the family over 18 years of age must sign the lease and related documents, they, therefore, are all legally responsible for the terms and conditions of the lease. If a member of the family who signs the lease is English proficient, then this family should not be counted as LEP, and the standards for providing alternate language services to that family should not apply.

HUD response. HUD and its recipients do not determine who is LEP. The beneficiaries of the services and activities identify themselves as LEP.

Comment: HUD received more than 7,000 postcards from individual citizens who opposed the Guidance as an "onerous burden" on small and underfunded organizations and who advocated adoption of English as the official language of the United States.

HUD Response. As stated in Appendix B, Q&As II and III, the Guidance is based on Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on national origin in programs and activities receiving federal financial assistance, and is, therefore, not a new requirement. The Guidance requires that meaningful access to programs, activities, and services that receive such assistance are expected to be provided to LEP persons. As explained in Appendix B, Q&A XXVI, recipients operating in jurisdictions in which English has been declared the official language continue to be subject to Title VI federal nondiscrimination requirements, including those applicable to the provisions of federally assisted services to LEP persons.

Comment: Four commenters stated that HUD did not solicit the input of housing industry stakeholders in drafting the Guidance, despite the mandate of EO 13166. They recommended that HUD convene a stakeholder meeting to discuss issues relating to the final version of this Guidance.

HUD Response. HUD contends that the process of publishing the December 19, 2003, proposed Guidance, providing the public comment period, reviewing the issues raised by the comments, and issuing this final version of the

Guidance (with Appendices A and B) provided adequate opportunity for all housing industry stakeholders to review, discuss, and comment on the Guidance. HUD has determined that no separate housing industry stakeholder meetings are necessary.

Since publication of the proposed Guidance, HUD has provided several training sessions to industry groups. After this final Guidance is published, HUD plans to hold a series of public forums where PHAs, housing and service providers, and other HUD program recipients and beneficiaries may exchange ideas on how to implement this Guidance and discuss and identify "promising practices" in serving LEP persons.

In addition, the following clarifying comments have been added in Appendix B: (1) Q&A I defines LEP persons as "persons who, as a result of national origin, do not speak English as their primary language and who have a limited ability to speak, read, write or understand English;" (2) Q&A V describes the applicability of these requirements to immigration and citizenship by explaining that U.S. citizenship and LEP should not be used interchangeably. It is possible for a person to be a citizen *and* LEP, or for a person to be fluent in English but not a U.S. citizen. Some, but not all, HUD programs do require recipients to document the citizenship or eligible immigrant status of program beneficiaries. Title VI applies equally to citizens, documented non-citizens and undocumented non-citizens, based on the LEP status of those who meet program requirements; (3) Q&A VIII specifies the types of language assistance that may be used. These include, but are not limited to, oral interpretation services, bilingual staff, telephone service lines interpreters, written translation services, notices to staff and recipients of the availability of LEP services, and referrals to community liaisons proficient in the language of LEP persons; (4) Q&A XI helps to determine the language needs of a beneficiary. Recipients may ask about language service needs from *all* prospective beneficiaries (regardless of the prospective beneficiary's race or national origin) and use language identification (or "I speak") cards that invite LEP persons to identify their own language needs. To reduce costs of compliance, the Bureau of the Census has made a set of these cards available on the Internet at <http://www.usdoj.gov/crt/cor/13166.htm>; (5) Q&A XIII tells beneficiaries how to file a complaint; and (6) Q&A XXVII provides the address for the Web site to obtain further

information. The Web site also contains a link to another set of "I speak" cards in a different format. A recipient of DOJ funds and translator and interpreter organizations jointly created these. They are available at http://www.lep.gov/ocjs_languagecard.pdf. Other promising practices can also be found in the General Chapter (Chapter 1) of DOJ's Tips and Tools document, found at http://www.lep.gov/tips_tools_92104.pdf and at http://www.lep.gov/tips_tools_92104.htm.

In addition to addressing the concerns noted above, HUD has substituted, where appropriate, technical or stylistic changes that more clearly articulate, in HUD's view, the underlying principles, guidelines, or recommendations detailed in the final Guidance. Language has been added that clarifies the Guidance's application to activities undertaken by a recipient either voluntarily or under contract in support of a federal agency's functions. After appropriate revision based on an in-depth review and analysis of the comments, with particular focus on the common concerns summarized above, HUD adopts its final "Notice of Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons." The text of this final Guidance, along with Appendices A and B, are below. Title VI regulations that deal with discrimination based on national origin have not changed, and violations of the prohibition on national origin discrimination will continue to be enforced as in the past. Therefore, no substantive changes have been made to the general Guidance, although some editorial changes were made. A few substantive changes were made to the HUD-specific Guidance in Appendix A, from that which was published as proposed Guidance at 68 FR 70968 on December 19, 2003. The changes were made to provide clarity. Some editorial changes were also made.

Final Guidance

I. Introduction

Most individuals living in the United States read, write, speak, and understand English. There are many individuals, however, for whom English is not their primary language. For instance, based on the 2000 census, over 26 million individuals speak Spanish and almost 7 million individuals speak an Asian or Pacific Island language at home. If these individuals have a limited ability to read, write, speak, or understand English, they are limited

English proficient, or "LEP." In the 2000 census, 28 percent of all Spanish and Chinese speakers and 32 percent of all Vietnamese-speakers reported that they spoke English "not well" or "not at all."

Language for LEP persons can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities. The federal government funds an array of programs, services, and activities that can be made accessible to otherwise-eligible LEP persons. The federal government is committed to improving the accessibility of these programs and activities to eligible LEP persons, a goal that reinforces its equally important commitment to promoting programs and activities designed to help individuals learn English. Recipients should not overlook the long-term positive impacts of incorporating or offering English as a Second Language (ESL) programs in parallel with language assistance services. ESL courses can serve as an important adjunct to a proper LEP plan or Language Access Plan (LAP). However, the fact that ESL classes are made available does not obviate the statutory and regulatory requirement to provide meaningful access for those who are not yet English proficient. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important government programs, services, and activities. HUD recognizes that many recipients had language assistance programs in place prior to the issuance of Executive Order 13166. This policy guidance provides a uniform framework for a recipient to integrate, formalize, and assess the continued vitality of these existing and possibly additional reasonable efforts based on the nature of its program or activity, the current needs of the LEP populations it encounters, and its prior experience in providing language services in the community it serves.

In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally assisted programs and activities may violate the prohibition under Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and Title VI regulations against national origin discrimination. The purpose of this policy guidance is to assist recipients in fulfilling their responsibilities to provide meaningful access to LEP persons under existing law. This policy guidance clarifies existing legal requirements for LEP

persons by describing the factors recipients should consider in fulfilling their responsibilities to LEP persons. The policy guidance is not a regulation, but rather a guide. Title VI and its implementing regulations require that recipients take responsible steps to ensure meaningful access by LEP persons. This guidance provides an analytical framework that recipients may use to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient. These are the same criteria HUD will use in evaluating whether recipients are in compliance with Title VI and Title VI regulations.

As with most government initiatives, guidance on LEP requires balancing several principles. While this Guidance discusses that balance in some detail, it is important to note the basic principles behind that balance. First, HUD must ensure that federally assisted programs aimed at the American public do not leave some behind simply because they face challenges communicating in English. This is of particular importance because, in many cases, LEP individuals form a substantial portion of those encountered in federally assisted programs. Second, HUD must achieve this goal while finding constructive methods to reduce the costs of LEP requirements on small businesses, small local governments, or small non-profit entities that receive federal financial assistance.

There are many productive steps that the federal government, either collectively or as individual grant agencies, can take to help recipients reduce the costs of language services, without sacrificing meaningful access for LEP persons. Without these steps, certain smaller grantees may well choose not to participate in federally assisted programs, threatening the critical functions that the programs strive to provide. To that end, HUD plans to continue to provide assistance and guidance in this important area. In addition, HUD plans to work with representatives of state and local governments, public housing agencies, assisted housing providers, fair housing assistance programs and other HUD recipients, and LEP persons to identify and share model plans, examples of best practices, and cost-saving approaches. Moreover, HUD intends to explore how language assistance measures, resources, and cost-containment approaches developed with respect to its own federally conducted programs and

activities can be effectively shared or otherwise made available to recipients, particularly small businesses, small local governments, and small non-profit entities. An interagency working group on LEP has developed a Web site, <http://www.lep.gov>, to assist in disseminating this information to recipients, federal agencies, and the communities being served.

Many persons who commented on the Department of Justice's (DOJ) proposed LEP guidance, published January 16, 2001 (66 FR 3834), later published for additional public comment on January 18, 2002 (67 FR 2671), and published as final on June 18, 2002 (67 FR 41455), have noted that some have interpreted the case of *Alexander v. Sandoval*, 532 U.S. 275 (2001), as implicitly striking down the regulations promulgated under Title VI that form the basis for the part of Executive Order 13166 that applies to federally assisted programs and activities. DOJ and HUD have taken the position that this is not the case, for reasons explained below. Accordingly, HUD will strive to ensure that federally assisted programs and activities work in a way that is effective for all eligible beneficiaries, including those with limited English proficiency.

II. Legal Authority

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person 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." Section 602 authorizes and directs federal agencies that are empowered to extend federal financial assistance to any program or activity "to effectuate the provisions of [section 601] * * * by issuing rules, regulations, or orders of general applicability" (42 U.S.C. 2000d-1).

HUD regulations promulgated pursuant to section 602 forbid recipients from "utiliz[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin" (24 CFR 1.4).

The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), interpreted regulations promulgated by the former Department of Health, Education, and Welfare, including a regulation similar to that of HUD, 24 CFR 1.4, to hold that Title VI prohibits conduct that has a disproportionate effect on LEP persons

because such conduct constitutes national-origin discrimination. In *Lau*, a San Francisco school district that had a significant number of non-English speaking students of Chinese origin was required to take reasonable steps to provide them with a meaningful opportunity to participate in federally funded educational programs.

On August 11, 2000, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," was issued and published on August 16, 2000 (65 FR 50121). Under that order, every federal agency that provides financial assistance to non-federal entities must publish guidance on how their recipients can provide meaningful access to LEP persons and thus comply with Title VI regulations forbidding funding recipients from "restrict[ing] an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program" or from "utiliz[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin."

On that same day, DOJ issued a general guidance document addressed to "Executive Agency Civil Rights Officers" setting forth general principles for agencies to apply in developing guidance documents for recipients pursuant to the Executive Order. The DOJ document is titled, "Enforcement of Title VI of the Civil Rights Act of 1964 National Origin Discrimination Against Persons With Limited English Proficiency," published on August 16, 2000 (65 FR 50123) ("DOJ LEP Guidance").

Subsequently, federal agencies raised questions regarding the requirements of the Executive Order, especially in light of the Supreme Court's decision in *Alexander v. Sandoval*, 532 U.S. 275 (2001). On October 26, 2001, the Assistant Attorney General for the Civil Rights Division issued a memorandum for "Heads of Departments and Agencies, General Counsels and Civil Rights Directors." This memorandum clarified and reaffirmed the DOJ LEP Guidance in light of *Sandoval*. This Guidance noted that some have interpreted *Sandoval* as implicitly striking down the disparate-impact regulations promulgated under Title VI that form the basis for the part of Executive Order 13166 that applies to

federally assisted programs and activities. See, e.g., *Sandoval*, 532 U.S. at 286, 286 n.6 ("[W]e assume for purposes of this decision that section 602 confers the authority to promulgate disparate-impact regulations; We cannot help observing, however, how strange it is to say that disparate-impact regulations are 'inspired by, at the service of, and inseparably intertwined with' Sec. 601 * * * when Sec. 601 permits the very behavior that the regulations forbid."). This guidance, however, makes clear that the DOJ disagreed with this interpretation. *Sandoval* holds principally that there is no private right of action to enforce Title VI disparate-impact regulations. The case did not address the validity of those regulations or Executive Order 13166, or otherwise limit the authority and responsibility of federal grant agencies to enforce their own implementing regulations. The Assistant Attorney General stated that because *Sandoval* did not invalidate any Title VI regulations that proscribe conduct that has a disparate impact on covered groups—the types of regulations that form the legal basis for the part of Executive Order 13166 that applies to federally assisted programs and activities—the Executive Order remains in force.

This HUD policy is thus published pursuant to Title VI, Title VI regulations, and Executive Order 13166. It is consistent with the final DOJ "Guidance to Federal Financial Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," published on June 18, 2002 (67 FR 41455).

III. Who Is Covered?

HUD's regulation, 24 CFR Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development—Effectuation of Title VI of the Civil Rights Act of 1964," requires all recipients of federal financial assistance from HUD to provide meaningful access to LEP persons. Pursuant to Executive Order 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in this LEP Guidance are to additionally apply to the programs and activities of federal agencies, including HUD. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of HUD assistance include, for example:

- State and local governments;
- Public housing agencies;
- Assisted housing providers;

- The Fair Housing Initiative Program and the Fair Housing Assistance Program; and

- Other entities receiving funds directly or indirectly from HUD.

Subrecipients and state grant recipients are likewise covered when federal funds are passed to them through the grantee. For example, Entitlement Community Development Block Grant, State Community Development Block Grant, and HOME Investment Partnership Program recipients' subrecipients are covered. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives federal assistance.

For example, HUD provides assistance to a state government's Department of Community Development, which provides funds to a local government to improve a particular public facility. All of the operations of the entire state Department of Community Development—not just the particular community and/or facility—are covered. However, if a federal agency were to decide to terminate federal funds based on noncompliance with Title VI or its regulations, only funds directed to the particular program or activity that is out of compliance would be terminated (42 U.S.C. 2000d-1). Finally, some recipients operate in jurisdictions in which English has been declared the official language. Nonetheless, these recipients continue to be subject to federal nondiscrimination requirements, including those applicable to the provision of federally assisted services to persons with limited English proficiency.

IV. Who Is a Limited English Proficient Individual?

Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be limited English proficient, or "LEP," and may be entitled to language assistance with respect to a particular type of service, benefit, or encounter. Examples of populations likely to include LEP persons who are encountered and/or served by HUD recipients and should be considered when planning language services include, but are not limited to:

- Persons who are seeking housing assistance from a public housing agency or assisted housing provider or are current tenants in such housing;
- Persons seeking assistance from a state or local government for home rehabilitation;

- Persons who are attempting to file housing discrimination complaints with a local Fair Housing Assistance Program grantee;

- Persons who are seeking supportive services to become first-time homebuyers;

- Persons seeking housing-related social services, training, or any other assistance from HUD recipients; and

- Parents and family members of the above.

V. How Does a Recipient Determine the Extent of Its Obligation to Provide LEP Services?

Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP persons come in contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the grantee/recipient and costs. As indicated above, the intent of this Guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, small local governments, or small nonprofit entities.

After applying the four-factor analysis, a recipient may conclude that different language assistance measures are sufficient for the different types of programs or activities in which it engages. For instance, some of a recipient's activities will be more important than others and/or have greater impact on or contact with LEP persons, and thus may require more in the way of language assistance. The flexibility that recipients have in addressing the needs of the LEP populations they serve does not diminish, and should not be used to minimize, the obligation that those needs be addressed. HUD recipients should apply the following four factors to the various kinds of contacts that they have with the public to assess language needs and decide what reasonable steps they could take to ensure meaningful access for LEP persons.

A. The Number or Proportion of LEP Persons Served or Encountered in the Eligible Service Area

One factor in determining what language services recipients should provide is the number or proportion of LEP persons from a particular language group served or encountered in the eligible service population. The greater the number or proportion of these LEP persons, the more likely language services are needed. Ordinarily, persons "eligible to be served, or likely to be directly affected, by" a recipient's program or activity are those who are served or encountered in the eligible service population. This population will be program-specific, and includes persons who are in the geographic area that have been approved by HUD as the recipient's jurisdiction or service area. However, where, for instance, a public housing project serves a large LEP population, the appropriate service area for LEP services is most likely the public housing project neighborhood, and not the entire population served by the PHA. Where no service area has previously been approved, the relevant service area may be that which is approved by state or local authorities or designated by the recipient itself, provided that these designations do not themselves discriminatorily exclude certain populations. Appendix A provides examples to assist in determining the relevant service area. When considering the number or proportion of LEP persons in a service area, recipients should consider LEP parent(s) when their English-proficient or LEP minor children and dependents encounter the recipient.

Recipients should first examine their prior experiences with LEP encounters and determine the breadth and scope of language services that were needed. In conducting this analysis, it is important to include language minority populations that are eligible for their programs or activities but may be underserved because of existing language barriers. Other data could be consulted to refine or validate a recipient's prior experience, including the latest census data for the area served, data from school systems and from community organizations, and data from state and local governments. The focus of the analysis is on lack of English proficiency, not the ability to speak more than one language. Note that demographic data may indicate the most frequently spoken languages other than English and the percentage of people who speak that language and who speak or understand English less than well. Some of the most commonly spoken

languages other than English may be spoken by people who are also overwhelmingly proficient in English. Thus, they may not be the languages spoken most frequently by limited English proficiency persons. When using demographic data, it is important to focus in on the languages spoken by those who are not proficient in English. Community agencies, school systems, grassroots and faith-based organizations, legal aid entities, and others can often assist in identifying populations for whom outreach is needed and who would benefit from the recipients' programs and activities if language services were provided.

B. The Frequency With Which LEP Individuals Come in Contact With the Program

Recipients should assess, as accurately as possible, the frequency with which they have or should have contact with an LEP individual from different language groups seeking assistance. The more frequent the contact with a particular language group, the more likely the need for enhanced language services in that language. The steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different than those expected from a recipient that serves LEP persons daily. It is also advisable to consider the frequency of different types of language contacts. For example, frequent contacts with Spanish-speaking people who are LEP may require extensive assistance in Spanish. Less frequent contact with different language groups may suggest a different and less intensified solution. If an LEP individual accesses a program or service on a daily basis, a recipient has greater duties than if the same individual's program or activity contact is unpredictable or infrequent. But even recipients that serve LEP persons on an unpredictable or infrequent basis should use this balancing analysis to determine what to do if an LEP individual seeks services under the program in question. This plan need not be intricate. It may be as simple as being prepared to use one of the commercially available telephonic interpretation services to obtain immediate interpreter services. In applying this standard, recipients should consider whether appropriate outreach to LEP persons could increase the frequency of contact with LEP language groups.

C. The Nature and Importance of the Program, Activity, or Service Provided by the Program

The more important the activity, information, service, or program, or the

greater the possible consequences of the contact to the LEP persons, the more likely the need for language services. The obligations to communicate rights to a person who is being evicted differ, for example, from those to provide recreational programming. A recipient needs to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual. Decisions by HUD, another Federal, State, or local entity, or the recipient to make a specific activity compulsory in order to participate in the program, such as filling out particular forms, participating in administrative hearings, or other activities, can serve as strong evidence of the program's importance.

D. The Resources Available to the Recipient and Costs

A recipient's level of resources and the costs that would be imposed on it may have an impact on the nature of the steps it should take. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, "reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits.

Resource and cost issues, however, can often be reduced by technological advances; sharing of language assistance materials and services among and between recipients, advocacy groups, and federal grant agencies; and reasonable business practices. Where appropriate, training bilingual staff to act as interpreters and translators, information sharing through industry groups, telephonic and video conferencing interpretation services, pooling resources and standardizing documents to reduce translation needs, using qualified translators and interpreters to ensure that documents need not be "fixed" later and that inaccurate interpretations do not cause delay or other costs, centralizing interpreter and translator services to achieve economies of scale, or the formalized use of qualified community volunteers, for example, may help reduce costs. Recipients should carefully explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns. Small recipients with limited resources may find that entering into a bulk telephonic interpretation service contract will prove cost effective. Large entities and those entities serving a significant number or proportion of LEP persons should ensure that their

resource limitations are well-substantiated before using this factor as a reason to limit language assistance. Such recipients may find it useful to articulate, through documentation or in some other reasonable manner, their process for determining that language services would be limited based on resources or costs.

This four-factor analysis necessarily implicates the "mix" of LEP services the recipient will provide. Recipients have two main ways to provide language services: Oral interpretation in person or via telephone interpretation service (hereinafter "interpretation") and through written translation (hereinafter "translation"). Oral interpretation can range from on-site interpreters for critical services provided to a high volume of LEP persons through commercially available telephonic interpretation services. Written translation, likewise, can range from translation of an entire document to translation of a short description of the document. In some cases, language services should be made available on an expedited basis, while in others the LEP individual may be referred to another office of the recipient for language assistance.

The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis. For instance, a public housing provider in a largely Hispanic neighborhood may need immediate oral interpreters available and should give serious consideration to hiring some bilingual staff. (Of course, many have already made such arrangements.) By contrast, there may be circumstances where the importance and nature of the activity and number or proportion and frequency of contact with LEP persons may be low and the costs and resources needed to provide language services may be high—such as in the case of a voluntary public tour of a recreational facility—in which pre-arranged language services for the particular service may not be necessary. Regardless of the type of language service provided, quality and accuracy of those services can be critical in order to avoid serious consequences to the LEP person and to the recipient. Recipients have substantial flexibility in determining the appropriate mix.

VI. Selecting Language Assistance Services

Recipients have two main ways to provide language services: oral and written language services. Quality and accuracy of the language service is critical in order to avoid serious

consequences to the LEP person and to the recipient.

A. Oral Language Services (Interpretation)

Interpretation is the act of listening to something in one language (source language) and orally translating it into another (target language). Where interpretation is needed and is a reasonable service to provide, recipients should consider some or all of the following options for providing competent interpreters in a timely manner:

1. Competence of Interpreters

When providing oral assistance, recipients are expected to ensure competency of the language service provider, no matter which of the strategies outlined below are used. Competency requires more than self-identification as bilingual. Some bilingual staff and community volunteers, for instance, may be able to communicate effectively in a different language when communicating information directly in that language, but not be competent to interpret in and out of English. Likewise, they may not be able to do written translations. Formal certification as an interpreter is not necessary, although it would serve as documentation of competency to interpret. When using interpreters, recipients are expected to ensure that they:

- Demonstrate proficiency in and ability to communicate information accurately in both English and in the other language and identify and employ the appropriate mode of interpreting (e.g., consecutive, simultaneous, summarization, or sight translation);
- Have knowledge in both languages of any specialized terms or concepts peculiar to the entity's program or activity and of any particularized vocabulary and phraseology used by the LEP person; and understand and follow confidentiality and impartiality rules to the same extent the recipient employee for whom they are interpreting and/or to the extent their position requires. Many languages have "regionalisms," or differences in usage. For instance, a word that may be understood to mean something in Spanish for someone from Cuba may not be so understood by someone from Mexico. In addition, there may be languages that do not have an appropriate direct interpretation of some courtroom or legal terms. The interpreter should be so aware and be able to provide the most appropriate interpretation. The interpreter should make the recipient aware of the issue when it arises and then work to develop

a consistent and appropriate set of descriptions of these terms so that the terms can be used again, when appropriate; and

- Understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles (particularly in court, administrative hearings, or law enforcement contexts).

Some recipients may have additional self-imposed requirements for interpreters. Where individual rights depend on precise, complete, and accurate interpretation or translations, the use of certified interpreters is strongly encouraged. For the many languages in which no formal certification assessments currently exist, other qualifications should be considered, such as whether the person has been deemed otherwise qualified by a state or federal court, level of experience and participation in professional trainings and activities, demonstrated knowledge of interpreter ethics, etc. Where such proceedings are lengthy, the interpreter will likely need breaks. Therefore, team interpreting may be appropriate to ensure accuracy and to prevent errors caused by mental fatigue of interpreters and to allow for breaks.

While quality and accuracy of language services is critical, it should be evaluated as part of the appropriate mix of LEP services. The quality and accuracy of language services in an abused woman's shelter, for example, should be extraordinarily high, while the quality and accuracy of language services in a recreational program generally need not meet such exacting standards.

Finally, when interpretation is needed and is reasonable, it should be provided in a timely manner. To be meaningfully effective, language assistance should be timely. While there is no single definition for "timely" applicable to all types of interactions at all times by all types of recipients, one clear guide is that the language assistance should be provided at a time and place that avoids the effective denial of the service, benefit, or right at issue or the imposition of an undue burden on or delay in important rights, benefits, or services to the LEP person. For example, when the timeliness of services is important, such as certain activities of HUD recipients in providing housing, health, and safety services, and when important legal rights are at issue, a recipient would likely not be providing meaningful access if it had one bilingual staff person available one day a week to provide the service. Such conduct would likely result in delays for LEP persons that would be significantly

greater than those for English-proficient persons. Conversely, where access to or exercise of a service, benefit, or right is not effectively precluded by a reasonable delay, language assistance can be delayed for a reasonable period.

2. Hiring Bilingual Staff

When particular languages are encountered often, hiring bilingual staff offers one of the best, and often most economical, options. Recipients can, for example, fill public contact positions, such as persons who take public housing or Section 8 applications, with staff who are bilingual and competent to communicate directly with LEP persons in the LEP persons' own language. If bilingual staff is also used to interpret between English speakers and LEP persons, or to orally interpret written documents from English into another language, they should be competent in the skill of interpreting. Being bilingual does not necessarily mean that a person has the ability to interpret. In addition, there may be times when the role of the bilingual employee may conflict with the role of an interpreter (for instance, a bilingual intake specialist would probably not be able to perform effectively the role of an administrative hearing interpreter and intake specialist at the same time, even if the intake specialist were a qualified interpreter). Effective management strategies, including any appropriate adjustments in assignments and protocols for using bilingual staff, can ensure that bilingual staff is fully and appropriately utilized. When bilingual staff cannot meet all of the language service obligations of the recipient, the recipient would turn to other options.

3. Hiring Staff Interpreters

Hiring interpreters may be most helpful where there is a frequent need for interpreting services in one or more languages. Depending on the facts, sometimes it may be necessary and reasonable to provide on-site interpreters to provide accurate and meaningful communication with an LEP person.

4. Contracting for Interpreters

Contract interpreters may be a cost-effective option when there is no regular need for a particular language skill. In addition to commercial and other private providers, many community-based organizations and mutual assistance associations provide interpretation services for particular languages. Contracting with and providing training regarding the recipient's programs and processes to these organizations can be a cost-

effective option for providing language services to LEP persons from those language groups.

5. Using Telephone Interpreter Line

Telephone interpreter service lines often offer speedy interpreting assistance in many different languages. They may be particularly appropriate where the mode of communicating with an English-proficient person would also be over the phone. Although telephonic interpretation services are useful in many situations, it is important to ensure that, when using such services, the interpreters used are competent to interpret any technical or legal terms specific to a particular program that may be important parts of the conversation. Nuances in language and non-verbal communication can often assist an interpreter and cannot be recognized over the phone. Video conferencing may sometimes help to resolve this issue where necessary. In addition, where documents are being discussed, it is important to give telephonic interpreters adequate opportunity to review the document prior to the discussion, and any logistical problems should be addressed.

6. Using Community Volunteers

In addition to consideration of bilingual staff, staff interpreters, or contract interpreters (either in-person or by telephone) as options to ensure meaningful access by LEP persons, use of recipient-coordinated community volunteers, working with, for instance, community-based organizations, may be a cost-effective way of providing supplemental language assistance under appropriate circumstances. They may be particularly useful in providing language access for a recipient's less critical programs and activities. To the extent the recipient relies on community volunteers, it is often best to use volunteers who are trained in the information or services of the program and can communicate directly with LEP persons in their language. Just as with all interpreters, community volunteers used to interpret between English speakers and LEP persons, or to orally translate documents, should be competent in the skill of interpreting and knowledgeable about applicable confidentiality and impartiality rules. Recipients should consider formal arrangements with community-based organizations that provide volunteers to address these concerns and to help ensure that services are available more regularly.

7. Use of Family Members or Friends as Interpreters

Although recipients should not plan to rely on an LEP person's family members, friends, or other informal interpreters to provide meaningful access to important programs and activities, where LEP persons so desire, they should be permitted to use, at their own expense, an interpreter of their own choosing (whether a professional interpreter, family member, friend) in place of or as a supplement to the free language services expressly offered by the recipient. LEP persons may feel more comfortable when a trusted family member or friend acts as an interpreter. In addition, in exigent circumstances that are not reasonably foreseeable, temporary use of interpreters not provided by the recipient may be necessary. However, with proper planning and implementation, recipients should be able to avoid most such situations.

Recipients should take special care to ensure that family, legal guardians, caretakers, and other informal interpreters are appropriate in light of the circumstances and subject matter of the program, service, or activity, including protection of the recipient's own administrative or enforcement interest in accurate interpretation. In many circumstances, family members (especially children) or friends are not competent to provide quality and accurate interpretations. Confidentiality, privacy, or conflict-of-interest issues may also arise. LEP persons may feel uncomfortable revealing or describing sensitive, confidential, or potentially embarrassing medical, law enforcement (e.g., sexual or violent assaults), family, or financial information to a family member, friend, or member of the local community. For example, special circumstances may raise additional serious concerns regarding the voluntary nature, conflicts of interest, and privacy issues surrounding the use of family members and friends as interpreters, particularly where an important right, benefit, service, disciplinary concern, or access to personal or law enforcement information is at stake. In addition to ensuring competency and accuracy of the interpretation, recipients should take these special circumstances into account when determining whether a beneficiary makes a knowing and voluntary choice to use another family member or friend as an interpreter. Furthermore, such informal interpreters may have a personal connection to the LEP person or an undisclosed conflict of interest, such as the desire to protect

themselves or another perpetrator in a domestic violence or other criminal matter. For these reasons, when oral language services are necessary, recipients would generally offer competent interpreter services free of cost to the LEP person. For HUD-recipient programs and activities, this is particularly true in a courtroom or administrative hearing or in situations in which health, safety, or access to important housing benefits and services are at stake; or when credibility and accuracy are important to protect an individual's rights and access to important services.

An example of such a case is when a property manager/or PHA security personnel or local police respond to a domestic disturbance. In such a case, use of family members or neighbors to interpret for the alleged victim, perpetrator, or witnesses may raise serious issues of competency, confidentiality, and conflict of interest and is thus inappropriate. While issues of competency, confidentiality, and conflict of interest in the use of family members (especially children) or friends, often make their use inappropriate, the use of these individuals as interpreters may be an appropriate option where proper application of the four factors would lead to a conclusion that recipient-provided services are not necessary. An example of this is a voluntary public tour of a community recreational facility built with CDBG funds. There, the importance and nature of the activity may be relatively low and unlikely to implicate issues of confidentiality, conflict of interest, or the need for accuracy. In addition, the resources needed and costs of providing language services may be high. In such a setting, an LEP person's use of family, friends, or others may be appropriate.

If the LEP person chooses to provide his or her own interpreter, a recipient should consider whether a record of that choice and of the recipient's offer of assistance is appropriate. Where precise, complete, and accurate interpretations or translations of information and/or testimony are critical for legal reasons, or where the competency of the LEP person's interpreter is not established, a recipient might decide to provide its own, independent interpreter, even if an LEP person wants to use his or her own interpreter as well. While the LEP person's decision should be respected, there may be additional issues of competency, confidentiality, or conflict of interest when the choice involves using children as interpreters. Extra caution should be exercised when the LEP person chooses to use a minor. The

recipient should take care to ensure that the LEP person's choice is voluntary, that the LEP person is aware of the possible problems if the preferred interpreter is a minor child, and that the LEP person knows that the recipient could provide a competent interpreter at no cost to the LEP person.

B. Written Language Services (Translation)

Translation is the replacement of a written text from one language (source language) into an equivalent written text in the target language. It should be kept in mind that because many LEP persons may not be able to read their native languages, back-up availability of oral interpretation is always advantageous.

1. What Documents Should be Translated?

After applying the four-factor analysis, a recipient may determine that an effective LAP for its particular program or activity includes the translation of vital, or generic widely used written materials into the language of each frequently encountered LEP group eligible to be served and/or likely to be affected by the recipient's program. Such written materials could include, for example:

- Consent and complaint forms;
- Intake forms with the potential for important consequences;
- Written notices of rights, denial, loss, or decreases in benefits or services, and other hearings;
- Notices of eviction;
- Notices advising LEP persons of free language assistance;
- Notices of public hearings, especially those that meet Community Planning and Development's citizen participation requirements;
- Leases and tenant rules; and/or
- Applications to participate in a recipient's program or activity or to receive recipient benefits or services.

Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For instance, applications for recreational activities would not generally be considered vital documents, relative to applications for housing. Where appropriate, recipients are encouraged to create a plan for consistently determining, over time and across its various activities, what documents are "vital" to the meaningful access of the LEP populations they serve.

Classifying a document as vital or non-vital is sometimes difficult, especially in the case of outreach materials such as brochures or other information on rights and services. Awareness of rights or services is an important part of "meaningful access." Lack of awareness that a particular program, right, or service exists may effectively deny LEP persons meaningful access. Thus, where a recipient is engaged in community outreach activities in furtherance of its activities, it would regularly assess the needs of the populations frequently encountered or affected by the program or activity to determine whether certain critical outreach materials should be translated. Community organizations may be helpful in determining what outreach materials may be most helpful to translate. In addition, the recipient should consider whether translations of outreach material may be made more effective when done in tandem with other outreach methods, including utilizing the ethnic media, schools, grassroots and faith-based organizations, and community organizations to spread a message.

Sometimes a document includes both vital and non-vital information. This may be the case when the document is very large. It may also be the case when the title and a phone number for obtaining more information on the contents of the document in frequently encountered languages other than English is critical, but the document is sent out to the general public and cannot reasonably be translated into many languages. Thus, vital information may include, for instance, the provision of information in appropriate languages other than English regarding where a LEP person might obtain an interpretation or translation of the document.

2. Into What Languages Should Documents be Translated?

The languages spoken by the LEP persons with whom the recipient has contact determine the languages into which vital documents should be translated. A distinction should be made, however, between languages that are frequently encountered by a recipient and those less commonly encountered. Many recipients serve communities in large cities or across the country. They regularly serve LEP persons speaking dozens and sometimes more than 100 different languages. To translate all written materials into all those languages is unrealistic. Although recent technological advances have made it easier for recipients to store and share translated documents, such an

undertaking would incur substantial costs and require substantial resources. Nevertheless, well-substantiated claims of lack of resources to translate all vital documents into dozens of languages do not necessarily relieve the recipient of the obligation to translate those documents into at least several of the more frequently encountered languages and to set benchmarks for continued translations into the remaining languages over time. As a result, the extent of the recipient's obligation to provide written translations of documents should be determined by the recipient on a case-by-case basis, looking at the totality of the circumstances in light of the four-factor analysis. Because translation is a one-time expense, consideration should be given to whether the upfront cost of translating a document (as opposed to oral interpretation) should be amortized over the likely lifespan of the document when applying this four-factor analysis.

3. Safe Harbor

Many recipients would like to ensure with greater certainty that they comply with their obligations to provide written translations in languages other than English. Paragraphs (a) and (b) below outline the circumstances that can provide a "safe harbor" for recipients regarding the requirements for translation of written materials. A "safe harbor" means that if a recipient provides written translations under these circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations. The failure to provide written translations under the circumstances outlined in paragraphs (a) and (b) does not mean there is noncompliance. Rather, the circumstances provide a common starting point for recipients to consider the importance of the service, benefit, or activity involved; the nature of the information sought; and whether the number or proportion of LEP persons served call for written translations of commonly used forms into frequently encountered languages other than English. Thus, these paragraphs merely provide a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four-factor analysis.

For example, even if the safe harbors are not used, should written translation of a certain document(s) be so burdensome as to defeat the legitimate objectives of its program, translation of the written materials is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of vital documents, might

be acceptable under such circumstances.

The following actions will be considered strong evidence of compliance with the recipient's written-translation obligations:

(a) The HUD recipient provides written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

(b) If there are fewer than 50 persons in a language group that reaches the 5 percent trigger in (a), the recipient does not translate vital written materials but instead provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

These "safe harbor" provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP persons through competent oral interpreters where oral language services are needed and are reasonable. For example, housing facilities should, where appropriate, ensure that leases have been explained to LEP residents, at intake meetings, for instance, prior to taking adverse action against such persons.

4. Competence of Translators

As with oral interpreters, all attempts should be made to ensure that translators of written documents are competent. Many of the same considerations apply. However, the skill of translating is very different from the skill of interpreting, and a person who is a competent interpreter may or may not be competent to translate.

Particularly where legal or other vital documents are being translated, competence can often be achieved by use of certified translators. Certification or accreditation may not always be possible or necessary. For those languages in which no formal accreditation currently exists, a particular level of membership in a professional translation association can provide some indicator of professionalism. Having a second, independent translator "check" the work of the primary translator can often ensure competence. Alternatively, one translator can translate the document, and a second, independent translator could translate it back into English to check that the appropriate meaning has been conveyed. This is called "back translation."

Translators should understand the expected reading level of the audience and, where appropriate, have fundamental knowledge about the target language group's vocabulary and phraseology. Sometimes, direct translation of materials results in a translation that is written at a much more difficult level than the English language version or has no relevant equivalent meaning. For instance, there may be languages that do not have an appropriate direct translation of some English language terms. In such cases, the translator should be able to provide an appropriate alternative. The translator should likely also make the recipient aware of this. Recipients can then work with translators to develop a consistent and appropriate set of descriptions of these terms in that language that can be used again, when appropriate. Recipients will find it more effective and less costly if they try to maintain consistency in the words and phrases used to translate terms of art, and legal or other technical concepts. Creating or using already created glossaries of commonly used terms may be useful for LEP persons and translators and cost-effective for the recipient. Providing translators with examples of previous translations of similar material by the recipient, other recipients, or federal agencies may be helpful. Community organizations may be able to help consider whether a document is written at an appropriate level for the audience. Likewise, consistency in the words and phrases used to translate terms of art, legal, or other technical concepts will help avoid confusion by LEP persons and may reduce costs.

While quality and accuracy of translation services is critical, they are part of the appropriate mix of LEP services. For instance, documents that are simple and have no legal or other consequence for LEP persons who rely on them may require translators that are less skilled than important documents with legal or other information upon which reliance has important consequences (including, for example, information or documents of HUD recipients regarding safety issues and certain legal rights or programmatic or other obligations). The permanent nature of written translations, however, imposes additional responsibility on the recipient to ensure that the quality and accuracy permit meaningful access by LEP persons.

VII. Elements of an Effective LAP

After completing the four-factor analysis and deciding what language assistance services are appropriate, a

recipient would develop an implementation plan to address the identified needs of the LEP populations they serve. Recipients have flexibility in developing this plan. The development and maintenance of a periodically updated written plan on language assistance for LEP persons, or a LAP for use by recipient employees serving the public will likely be the most appropriate and cost-effective means of documenting compliance and providing a framework for the provision of timely and reasonable language assistance. Moreover, such written plans would likely provide additional benefits to a recipient's managers in the areas of training, administration, planning, and budgeting. These benefits should lead most recipients to document in a written LAP their language assistance services, and how staff and LEP persons can access those services. Despite these benefits, certain HUD recipients, such as recipients serving very few LEP persons and recipients with very limited resources, may choose not to develop a written LAP. However, the absence of a written LAP does not obviate the underlying obligation to ensure meaningful access by LEP persons to a recipient's program or activities. Accordingly, in the event that a recipient elects not to develop a written plan, it should consider alternative ways to articulate, in some other reasonable manner, a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants can be very helpful in providing important input into this planning process from the beginning.

The following five steps may be helpful in designing an LAP and are typically part of effective implementation plans.

A. Identifying LEP Individuals Who Need Language Assistance

The first two factors in the four-factor analysis require an assessment of the number or proportion of LEP individuals eligible to be served or encountered and the frequency of encounters. This requires recipients to identify LEP persons with whom they have contact. One way to determine the language of communication is to use language identification cards (or "I speak cards"), which invite LEP persons to identify their language needs to staff. Such cards, for instance, might say, "I speak Spanish" in both Spanish and English, and "I speak Vietnamese" in both English and Vietnamese. To reduce costs of compliance, the federal

government has made a set of these cards available on the Internet. The Census Bureau "I speak card" can be found and downloaded at <http://www.usdoj.gov/crt/cor/13166.htm>. When records are normally kept of past interactions with members of the public, the language of the LEP person can be included as part of the record. In addition to helping employees identify the language of LEP persons they encounter, this process will help in future applications of the first two factors of the four-factor analysis. In addition, posting notices in commonly encountered languages notifying LEP persons of language assistance will encourage them to self-identify.

B. Language Assistance Measures

An effective Language Assistance Plan (LAP) would likely include information about the ways in which language assistance will be provided. For instance, recipients may want to include information on at least the following:

- Types of language services available;
- How staff can obtain those services;
- How to respond to LEP callers;
- How to respond to written communications from LEP persons;
- How to respond to LEP persons who have in-person contact with recipient staff; and
- How to ensure competency of interpreters and translation services.

C. Training Staff

Staff should know their obligations to provide meaningful access to information and services for LEP persons. An effective LAP would likely include training to ensure that:

- Staff knows about LEP policies and procedures; and
- Staff having contact with the public is trained to work effectively with in-person and telephone interpreters.

Recipients may want to include this training as part of the orientation for new employees. It is important to ensure that all employees in public contact positions (or having contact with those in a recipient's custody) are properly trained. Recipients have flexibility in deciding the manner in which the training is provided. The more frequent the contact with LEP persons, the greater the need will be for in-depth training. Staff with little or no contact with LEP persons may only have to be aware of a Language Action Plan. However, management staff, even if they do not interact regularly with LEP persons, should be fully aware of and understand the plan so they can reinforce its importance and ensure its implementation.

D. Providing Notice to LEP Persons

Once an agency has decided, based on the four factors, that it will provide language services, it is important for the recipient to let LEP persons know that those services are available and that they are free of charge. Recipients should provide this notice in a language that LEP persons will understand. Examples of notification that recipients should consider include:

- Posting signs in common areas, offices, and anywhere applications are taken. When language assistance is needed to ensure meaningful access to information and services, it is important to provide notice in appropriate languages in initial points of contact so that LEP persons can learn how to access those language services. This is particularly true in geographic areas with high volumes of LEP persons seeking access to the recipient's major programs and activities. For instance, signs in offices where applications are taken could state that free language assistance is available. The signs should be translated into the most common languages encountered. They should explain how to get the language help. The Social Security Administration has made such signs available at <http://www.ssa.gov/multilanguage/langlist1.htm>. These signs could, for example, be modified for recipient use;
- Stating in outreach documents that language services are available from the recipient. Announcements could be in, for instance, brochures, booklets, and in outreach and recruitment information. These statements should be translated into the most common languages and could be "tagged" onto the front of common documents;
- Working with grassroots and faith-based community organizations and other stakeholders to inform LEP individuals of the recipients' services, including the availability of language assistance services;
- Using a telephone voice mail menu. The menu could be in the most common languages encountered. It should provide information about available language assistance services and how to get them;
- Including notices in local newspapers in languages other than English;
- Providing notices on non-English-language radio and television stations about the available language assistance services and how to get them; and
- Presentations and/or notices at schools and grassroots and faith-based organizations.

E. Monitoring and Updating the LAP

Recipients should, where appropriate, have a process for determining, on an ongoing basis, whether new documents, programs, services, and activities need to be made accessible for LEP persons, and recipients may want to provide notice of any changes in services to the LEP public and to employees. In addition, recipients should consider whether changes in demographics, types of services, or other needs require annual reevaluation of their LAP. Less frequent reevaluation may be more appropriate where demographics, services, and needs are more static. One good way to evaluate the LAP is to seek feedback from members of the community that the plan serves.

In their reviews, recipients may want to consider assessing changes in:

- Current LEP populations in the housing jurisdiction geographic area or population affected or encountered;
- Frequency of encounters with LEP language groups;
- The nature and importance of activities to LEP persons;
- The availability of resources, including technological advances and sources of additional resources, and the costs imposed;
- Whether existing assistance is meeting the needs of LEP persons;
- Whether staff knows and understands the LAP and how to implement it; and
- Whether identified sources for assistance are still available and viable.

In addition to these elements, effective plans set clear goals, make management accountable, and provide opportunities for community input and planning throughout the process.

VIII. Voluntary Compliance Effort

The goal for Title VI and Title VI regulatory enforcement is to achieve voluntary compliance. The requirement to provide meaningful access to LEP persons is enforced and implemented by HUD through the procedures identified in the Title VI regulations. These procedures include complaint investigations, compliance reviews, efforts to secure voluntary compliance, and technical assistance.

The Title VI regulations provide that HUD will investigate whenever it receives a complaint, report, or other information that alleges or indicates possible noncompliance with Title VI or its regulations. The Office of Fair Housing and Equal Opportunity (FHEO) is responsible for conducting the investigation to ensure that federal program recipients are in compliance with civil rights-related program

requirements. If the investigation results in a finding of compliance, HUD will inform the recipient in writing of this determination, including the basis for the determination. HUD uses voluntary methods to resolve most complaints. However, if a case is fully investigated and results in a finding of noncompliance, HUD must inform the recipient of the noncompliance through a Letter of Findings that sets out the areas of noncompliance and the steps that should be taken to correct the noncompliance. HUD must attempt to secure voluntary compliance through informal means. If the matter cannot be resolved informally, HUD must secure compliance through the termination of federal assistance after the HUD recipient has been given an opportunity for an administrative hearing and/or by referring the matter to a DOJ litigation section to seek injunctive relief or pursue other enforcement proceedings. At all stages of an investigation, HUD engages in voluntary compliance efforts and provides technical assistance to recipients. During such efforts, HUD proposes reasonable timetables for achieving compliance and consults with and assists recipients in exploring cost-effective ways of coming into compliance. In determining a recipient's compliance with the Title VI regulations, HUD's primary concern is to ensure that the recipient's policies and procedures provide meaningful access for LEP persons to the recipient's programs and activities.

While all recipients must work toward building systems that will ensure access for LEP persons, HUD acknowledges that the implementation of a comprehensive system to serve LEP persons is a process and that a system will evolve over time as it is implemented and periodically reevaluated. As recipients take reasonable steps to provide meaningful access to federally assisted programs and activities for LEP persons, HUD will look favorably on intermediate steps recipients take that are consistent with this Guidance, and that, as part of a broader implementation plan or schedule, move their service delivery system toward providing full access to LEP persons. This does not excuse noncompliance but instead recognizes that full compliance in all areas of a recipient's activities and for all potential language minority groups may reasonably require a series of implementing actions over a period of time. However, in developing any phased implementation schedule, HUD expects its recipients to ensure that the provision of appropriate assistance for

significant LEP populations or with respect to activities having a significant impact on the housing, health, safety, legal rights, or livelihood of beneficiaries is addressed first. Recipients are encouraged to document their efforts to provide LEP persons with meaningful access to federally assisted programs and activities.

IX. Application to Specific Types of Recipients

Appendix A of this Guidance provides examples of how the meaningful access requirement of the Title VI regulations applies to HUD funded recipients. It further explains how recipients can apply the four factors to a range of situations, to determine their responsibility for providing language services in each of these situations. This Guidance helps recipients identify the population they should consider when determining the extent and types of services to provide. For instance, it gives examples on how to apply this guidance in situations like:

- Holding public meetings on Consolidated Plans for Community Planning and Development Programs [Community Development Block Grants (CDBG), HOME Investment Partnership Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA), and Emergency Shelter Grants (ESG)];
- Interviewing victims of housing discrimination;
- Helping applicants to apply for public housing units;
- Explaining lease provisions; and
- Providing affirmative marketing housing counseling services.

X. Environmental Impact

This notice sets out nondiscrimination standards. Accordingly, under 24 CFR 50.19 (c) (3), this notice is categorically excluded from environmental review under the National Environmental Policy Act (42 U.S.C. 4321).

Dated: August 16, 2006.

Kim Kendrick,

Assistant Secretary for Fair Housing, and Equal Opportunity.

Editorial Note: This document was received at the Office of the Federal Register on January 16, 2007.

Appendix A:—Application of Limited English Proficiency (LEP) Guidance for JUH Recipients

Introduction

A wide range of entities receives federal financial assistance through HUD. HUD provides assistance to the following types of recipients, among others: Assisted housing

providers; public housing agencies (PHAs); Indian tribes, state and local governments; nonprofit organizations, including housing counseling agencies, grassroots community-based organizations, and faith-based organizations; state and local fair housing agencies; and providers of a variety of services. Most organizations can check their status as to whether or not they are covered by reviewing the "List of Federally Assisted Programs," published in the Federal Register on November 24, 2004 (69 FR 68700). This list may not be all-inclusive or reflect newer programs. Subrecipients are also covered. All HUD-funded recipients, except for Indian tribes, are required to certify to nondiscrimination and affirmatively furthering fair housing, either through the Office of Community Planning and Development's (CPD) Consolidated Plan [24 CFR 91.225 (a)(1) and (b)(6), 92.325(a)(1), and 91.425(a)(i)]; the public housing agency plans [24 CFR 903.7(o)] or the certifications required in the competitive programs funded through the Super Notice of Funding Availability (SuperNOFA). HUD publishes the SuperNOFA on an annual basis. The nondiscrimination and the affirmatively furthering fair housing requirements are found in the General Section of the SuperNOFA. The Web site link to the SuperNOFA is: <http://www.hud.gov/library/bookshelf18/supernofa/nofa05/gensec.pdf>. This appendix does not change current civil rights-related program requirements contained in HUD regulations.

Appendix A provides examples of how HUD recipients might apply the four-factor analysis described in the general Guidance. The Guidance and examples in Appendix A are not meant to be exhaustive and may not apply in some situations. CPD's citizen participation plan requirement, in particular, specifically instructs jurisdictions that receive funds through the Consolidated Plan process to take appropriate actions to encourage the participation of " * * * non-English speaking persons * * *" [24 CFR 91.105(a)(2)(ii), 91.115(a)(2), 24 CFR 91.105(a)(2)(ii), and 91.115(a)(2)]. Such recipients may therefore have processes in place to address the needs of their LEP beneficiaries that already take into consideration the four-factor analysis and meet the Title VI and Title VI regulatory requirements described in this Guidance.

This Guidance does not supplant any constitutional, statutory, and/or regulatory provisions that may require LEP services. Rather, this Guidance clarifies the Title VI and Title VI regulatory obligation to address, in appropriate circumstances and in a reasonable manner, the language assistance needs of LEP persons. The Guidance does not address those required by the Constitution or statutes and regulations other than Title VI and the Title VI regulations.

Tribes and tribally designated housing entities (TDHEs) are authorized to use federal housing assistance made available under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101–4212) (NAHASDA) for low-income housing programs or activities for the specific benefit of tribal members and/or other Native Americans. Programs or activities funded in

whole or in part with federal assistance and in compliance with NAHASDA are exempt from Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968. Although Title VI may not apply to housing programs undertaken by these entities under NAHASDA, recipients of NAHASDA funds are encouraged to use this Guidance as a technical assistance tool in determining whether and to what degree language assistance may be appropriate to ensure meaningful access by otherwise eligible low-income Native Americans.

Members of the public are most likely to come into contact with recipients of HUD funds when they need housing and/or housing-related services or when the recipients conduct education and community outreach activities. The common thread running through contacts between the public and recipients of HUD funds is the exchange of information. Recipients of HUD assistance, depending on circumstances, have an obligation to provide appropriate types and levels of LEP services to LEP persons to ensure that they have meaningful access to, and choice of, housing and other HUD-funded programs. Language barriers can, for instance, prevent persons from learning of housing opportunities or applying for and receiving such opportunities; learning of environmental or safety problems in their communities and of the means available for dealing with such problems; and/or effectively reporting housing discrimination to the local fair housing agency or HUD, thus hindering investigations of these allegations.

Many recipients already provide language services in a wide variety of circumstances to obtain information effectively and help applicants obtain suitable housing and/or support services. For example, PHAs may have leases available in languages other than English and has interpreters available to inform LEP persons of their rights and responsibilities. In areas where significant LEP populations reside, PHAs may have forms and notices in languages other than English or they may employ bilingual intake personnel, housing counselors, and support staff. Such recipients may, therefore have processes in place to address the needs of their LEP beneficiaries that already take into consideration the four-factor analysis and meet the Title VI and regulatory Title VI requirements described in this Guidance. These experiences can form a strong basis for applying the four-factor analysis and complying with the Title VI regulations.

General Principles

The touchstone of the four-factor analysis is reasonableness based upon: (a) The specific needs and capabilities of the LEP population among the beneficiaries of HUD programs (tenants, applicants, community residents, complainants, etc.); (b) the program purposes and capabilities of the HUD-funded recipients providing the services to the LEP population; and (c) local housing, demographics, and other community conditions and needs. Accordingly, the analysis cannot provide a single uniform answer on how service to LEP persons must be provided in all programs or activities in all situations or whether such

service need be provided at all. Each HUD recipient's evaluation of the need for, and level of LEP services must be highly individualized for each process in its services.

Before giving specific program examples, several general points should assist the wide variety of recipients of HUD funds in applying this analysis.

Factors (1) and (2): Target Audiences

In evaluating the target audience, the recipient should take into account the number and proportion of LEP persons served or eligible to be served in the target population, as well as the frequency with which this target audience will or should be served.

Factor (1): For most recipients, the target audience is defined in geographic rather than programmatic terms. In many cases, even if the overall number or proportion of LEP persons in the local area is low, the number of contacts with LEP persons may be high.

Recipients of HUD funds are required by existing regulations to outreach, educate, and affirmatively market the availability of housing and housing-related services to eligible persons in the geographic area that are least likely to apply for and/or receive the benefits of the program without such outreach and education activities and/or affirmative marketing [(24 CFR 200.625; 24 CFR 92.351; and 24 CFR 903.2(d)(1) and (2)]. In many cases, those least likely to apply for a benefit are LEP persons. In addition, in some cases where there are few LEP persons in the immediate geographic area, outreach, education, and affirmative marketing may require marketing to residents of adjoining areas, communities, or neighborhoods [(24 CFR 200.625; 24 CFR 92.351; 903.2(d)(1) and (2)].

The programs of many recipients require public meetings and input (24 CFR 91, subpart B; 24 CFR 903.13(a); 24 CFR part 964). Even within the large geographic area covered by a city government, certain target areas may have concentrations of LEP persons. These persons may be those who might be most affected by the issue being discussed. In addition, some programs are specifically targeted to reach a particular audience (e.g., persons with HIV/AIDS, elderly, residents of high crime areas, persons with disabilities, and minority communities). In some communities, these populations may disproportionately be LEP persons.

Factor (2): Frequency of contact should be considered in light of the specific program or the geographic area being served. Some education programs or complaint processing may only require a single or limited interaction with each LEP individual served. In contrast, housing, counseling, and housing supportive services programs require ongoing communication. In the former case, the type and extent of LEP services may be of shorter duration, even for a greater number of LEP persons, than in the latter case. Therefore, decisions must be made accordingly.

Factor (3): Importance of Service/Information/Program/Activity

Given the critical role housing plays in maintaining quality of life, housing and

complementary housing services rank high on the critical/non-critical continuum. However, this does not mean that all services and activities provided by recipients of HUD funds must be equally accessible in languages other than English. For instance, while clearly important to the quality of life in the community, certain recreational programs provided by a HUD-funded recipient may not require the same level of interpretive services as does the recipient's underlying housing service. Nevertheless, the need for language services with respect to these programs should be considered in applying the four-factor analysis. The recipient should always consider the basic activity for which it was funded as being of high importance.

Factor (4): Costs v. Resources and Benefits

The final factor that must be taken into account is the cost of providing various services balanced against the resources available to the HUD-funded recipient providing the service.

Type of Program: There are some programs for which translation and interpretation are such an integral part of the funded program that services would be provided in some way to any client that requires them. In important programs or activities (e.g., tenant selection and assignment, homeownership counseling, fair housing complaint intake, conflict resolution between tenants and landlords, etc.) that require one-on-one contact with clients, oral and written translations would be provided consistent with the four-factor analysis used earlier. Recipients could have competent bi- or multilingual employees, community translators, or interpreters to communicate with LEP persons in languages prevalent in the community. In some instances, a recipient may have to contract or negotiate with other agencies for language services for LEP persons.

Outreach: Affirmative marketing activities, as described above, require written materials in other languages, at a minimum [24 CFR 200.625; 24 CFR 92.351; and 24 CFR 903.2(d)(1) and (2)]. As with counseling, affirmative marketing in large LEP communities could be fruitless without translations of outreach materials. Preferably, outreach workers would speak the language of the people to whom they are marketing.

Size of Program: A major issue for deciding on the extent of translation/interpretation/bilingual services is the size of the program. A large PHA may be expected to have multilingual employees representing the languages spoken by LEP persons who may reside in the communities. These employees may be involved in all activities, including affirmative marketing, taking and verifying applications, counseling, explaining leases, holding and/or interpreting at tenant meetings, and ongoing tenant contact, as well as translating documents into applicable languages. Similarly, a funded recipient receiving millions of dollars in CDBG Program funds may be expected to provide translation/interpretation services in major local languages and have bilingual staff in those languages. Recipients with limited resources (e.g., PHAs with a small number of units, or small nonprofit organizations) would not be expected to provide the same

level and comprehensiveness of services to the LEP population, but should consider the reasonable steps, under the four-factor analysis, they should take in order to provide meaningful access.

Outreach v. Size of the Program: When the same recipient conducts a range of activities, even within the same community, translation needs for each activity may differ. The translation needs may also be mandated according to the number of LEP persons being served. For instance, a housing provider doing outreach and marketing to an eligible population may have to provide written translations of materials because the target population itself is large. Within that target population, there could be an LEP population that exceeds 1,000 persons for one language, or a specific language group that exceeds 5 percent of the population. Outreach materials to that LEP population should be provided in translation to that language. Written translations may not be necessary if, within a housing development, there is no LEP population that meets the "safe harbor" threshold for written translation. In these situations, housing providers need only arrange for oral interpretation.

Relevance of Activity to the Program: A program with monthly information sessions in a community with many LEP persons speaking the same language should consider employing a bilingual employee who can hold these sessions in the LEP language. Alternatively, if a community's major LEP language does not have many applicants to the program, having an interpreter at sessions only when needed (by, for instance, announcing in major languages in any public notice of the meeting that anyone in need of an interpreter should call a certain number before the meeting to request one, and ensuring that someone at that number can communicate with the person) may be sufficient.

Availability/Costs of Services: A HUD recipient with limited resources and located in a community with very few LEP persons speaking any one language should target interpretation and translation to the most important activities. The recipients may decide, as appropriate, to provide those services through agreements with competent translators and interpreters in the community-based organizations, or through telephonic interpretation services. Costs may also be reduced if national organizations pool resources to contract with oral interpretation/written translation services.

Services Provided: HUD recipients have a variety of options for providing language services. Under certain circumstances, when interpreters are needed and recipients should provide competent interpreter services free of cost to the LEP person, LEP persons should be advised that they may choose either to use a competent interpreter provided by the recipient or to secure the assistance of an interpreter of the LEP person's own choosing, at his or her own expense. If the LEP person decides to provide his/her own interpreter, the LEP person's election of this choice would be documented. The Guidance doesn't preclude the use of family members or friends as oral interpreters. However, HUD

recommends that the recipient use caution when family members or friends are used. While an LEP person may prefer bilingual family members, friends, or other persons with whom they are comfortable, there are many situations where recipient-supplied interpretative services may be better. Family and friends may not be available when and where they are needed, or may not have the ability to interpret program-specific technical information. Alternatively, an individual may feel uncomfortable revealing or describing sensitive, confidential, or potentially embarrassing medical, family, or financial information to a family member, friend, or member of the local community.

Similarly, there may be situations where a HUD-funded recipient's own interests justify the provision of an interpreter regardless of whether the LEP individual also provides his/her own interpreter. For example, where precise, complete, and accurate translations of information are critical for lease enforcement, a recipient might decide to provide its own, independent interpreter, even if several LEP persons use their own interpreter(s) as well. In group meetings dealing with vital issues, such as explanations of pending displacement, having the recipient provide interpretation services among multiple interpreters may be preferable, even if the LEP person brings his/her own interpreter as well.

In emergency situations that are not reasonably foreseeable, the recipient may have to temporarily rely on non-recipient-provided language services. Reliance on children is especially discouraged unless there is an extreme emergency and no competent interpreters are available.

While all language services need to be competent, the greater the potential consequences, the greater the need to monitor interpretation services for quality. For instance, it is important that interpreters of legal concepts be highly competent to translate legal and lease enforcement concepts, as well as be extremely accurate in their interpretation when discussing relocation and displacement issues. It may be sufficient, however, for a desk clerk who is fully bilingual but not skilled at interpreting to help an LEP person fill out an application in the language shared by the LEP person and bilingual person.

Applying the Four-Factor Analysis

While all aspects of a recipient's programs and activities are important, the four-factor analysis requires some prioritizing so that language services are targeted where most needed because of the nature and importance of the particular activity involved. In addition, because of the "reasonableness" standard, and frequency of contact and resources/costs factors, the obligation to provide language services increases where the importance of the programs and activities is greater.

HUD has translated generic documents into some of the most frequently encountered languages (i.e., Spanish, and depending on circumstances, Russian, Chinese, Korean, Vietnamese, and Arabic). Recipients should not interpret this to mean that these translations are the total universe of

documents and languages requiring translations. HUD translations are intended to help recipients. However, the recipient-responsibility is determined by the four-factor analysis and the documents that are vital to their programs. Since most documents are not generic and there are so many languages spoken throughout the country, HUD cannot provide all applicable translations.

"Promising Practices." This section provides hypothetical examples of "promising practices" in which recipients may engage. Grantees or funded recipients are responsible for ensuring meaningful access to all portions of their program or activity, not just those portions to which HUD funds are targeted. So long as the language services are accurate, timely, and appropriate in the manner outlined in this guidance, the types of promising practices summarized below can assist recipients in meeting the meaningful access requirements of Title VI and the Title VI regulations.

Office of Fair Housing and Equal Opportunity

1. **The Fair Housing Initiatives Program (FHIP):** FHIP assists fair housing activities that promote compliance with the Fair Housing Act or with substantially equivalent fair housing laws administered by state and local government agencies under the Fair Housing Assistance Program. FHIP awards funds competitively and these funds enable recipients to carry out activities to educate and inform the public and housing providers of their fair housing rights and responsibilities.

For example, a community organization in a large metropolitan area has received FHIP funds to develop an education curriculum to assist newly arrived immigrants. Data showed that non-English speaking persons were having difficulty in applying and securing housing in that geographic area. The organization has identified a large Hispanic clientele in the area who need this service, and has a well-developed program for this LEP population. However, the community's population was changing. The recipient found that there was also a large community of recent immigrants from Cambodia who are also in need of this service. To address this need, the FHIP partnered with Asian Action Network, a community-based social service agency, to translate materials and to present free seminars at the local public library. In addition, if needed, the Asian Action Network has on its staff a Cambodian-speaking counselor who is able to provide interpretation services.

2. **The Fair Housing Assistance Program (FHAP):** FHAP provides funds to state and local agencies that administer fair housing laws that are substantially equivalent to the federal Fair Housing Act.

A local FHAP is located in a small metropolitan area that has a population that is 3 percent Korean-speaking, 25 percent Spanish-speaking and 72 percent English-speaking. One of the FHAP agency's primary responsibilities is to process fair housing discrimination complaints. The FHAP Office has many Hispanic complainants who are LEP and Spanish-speaking; therefore, it has hired a Hispanic intake clerk who is

proficient in Spanish and English. The Fair Housing Poster and the complaint form have been translated into Spanish. The FHAP Office has a contract with a nonprofit Hispanic organization for interpreters on an as-needed basis, for its education and outreach activities to the Hispanic community. Some of the FHAP's organizations are small and have limited resources. In competing for the available resources, the FHAP chooses not to translate the material into the language of the Korean population this year. However, it has plans to translate material into Korean in coming years to address the accessibility needs of the LEP population.

Office of Public and Indian Housing

1. *HOPE VI*: The HOPE VI Revitalization of Distressed Public Housing Program provides revitalization and demolition-only grants on a competitive basis for eligible PHAs that operate public housing units. During the HOPE VI lifecycle, PHAs are required to communicate with all tenants, including LEP tenants, through informational meetings that describe both the proposed project and the rights of the tenants during every stage of the application and implementation process. All residents need to be educated about both the HOPE VI project and their rights to be relocated into decent, safe, and sanitary housing and how they can return to the new project once it is completed.

A housing agency is planning to demolish a 400-unit public housing project and construct a 375-unit HOPE VI mixed-finance development and other amenities on the site. The 400-unit building is still occupied by a tenant population, of which 55 percent are Spanish-speaking LEP families. For a number of years, the PHA has had bilingual employees in its occupancy office, as well as copies of leases and other written documents translated into Spanish. The PHA would now need to translate public notices and other documents into Spanish.

2. *Public Housing (leases and other vital documents)*: There are approximately 3,400 PHAs in the United States that provide a majority of the housing to very low income and low-income families. A PHA in a large metropolitan area has a large number of Hispanic, Chinese, and Vietnamese LEP tenants such that they would translate vital documents into all three languages under the "safe harbor." All tenants must sign a lease before they can live in public housing. The lease clearly states the rules and requirements that the PHA and tenants must follow. Therefore, the PHA should have its lease and rental notices translated into Spanish, Chinese, and Vietnamese. The documents should be clearly labeled "for information purposes only." PHAs should have a procedure to access interpreters for these languages if oral discussions of the lease are necessary.

3. *Public Housing (outreach for waiting list)*: The same PHA is preparing to re-open its waiting list for its Low-Income Public Housing (LIPH) after having it closed for over a year. The PHA must affirmatively market the availability of its units to all eligible families living in its jurisdiction. It should place a public service announcement in English, Spanish, Chinese, and Vietnamese

in the local general circulation Spanish, Chinese, and Vietnamese newspapers and/or radio and TV stations.

Office of Community Planning and Development

1. *Consolidated Plan*: Consolidated planning means developing a Consolidated Plan based upon public participation and input. When planning the required public hearings, jurisdictions must identify how the needs of LEP residents will be met, if a significant number of LEP residents can be reasonably expected to participate (24 CFR 91, Subpart B, "Citizen Participation and Consultation"). In addition, there are activities surrounding citizen participation where the needs of the LEP population are expected to be met, such as: (1) Translation of the notification of the public hearings; and (2) translation of draft and final action, and consolidated plans, and dissemination of those documents to individuals and the appropriate organization(s) in the LEP community.

2. *Housing Opportunities for Persons with AIDS (HOPWA)*: A major city has been providing permanent supportive housing to persons living with AIDS, and such assistance has been an integral part of its Consolidated Plan. However, it recently learned from a national study that 20 percent of its 2,000 HIV-infected persons are LEP persons. The city previously had not contacted these people about their needs. In formulating its Consolidated Plan, the city's Community Development Department contacted both the Department of Health and the city's leading AIDS-related housing provider for assistance in reaching out to this population. The city offered to provide funding for housing information services through its HOPWA formula grant to fund bilingual interpreters and health outreach workers who would contact the LEP persons living with HIV to assist eligible persons to locate, acquire, and maintain housing. In addition, as part of fulfilling the citizen participation requirements under the Consolidated Plan provisions, the city offered to conduct a multilingual meeting in which local government officials and local AIDS housing and service providers would participate and inform the public at large of the resources available to assist those living with HIV/AIDS.

3. *HOME Investment Partnership Program (HOME)*: In general, under the HOME Program, HUD allocates funds by formula among eligible state and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing. Families, including LEP families, may obtain homeownership and rental housing opportunities from participating jurisdictions (PJs). Under the program requirements, PJs are required to implement affirmative marketing strategies, under which they identify groups within the eligible population that are least likely to apply and to conduct special outreach efforts through advertising in local media, including media targeted at LEP citizens (24 CFR 92.351).

A small HOME participating jurisdiction is using its HOME formula-based funds to implement a tenant-based rental assistance

(TBRA) program. Under TBRA, the assisted tenant may move from a dwelling unit, but retains the right to continued assistance. The rental assistance also includes the security deposit. The HOME PJ, as part of its affirmative marketing strategy, has submitted advertising to the local Spanish language newspapers and radio station that serve the community's small but growing Hispanic population. Since the costs of implementing the affirmative marketing strategy are eligible costs under the program regulations, the PJ is increasing its budget to train occupancy staff to address issues faced by LEP applicants and to hire a bilingual staff member.

Office of Housing

1. *Single-Family Housing Counseling Program*: HUD provides funds to housing counseling agencies that assist persons and families in specific geographic areas to enable them to buy homes and to keep homes already purchased. This requires one-on-one and group counseling on home-selection skills, understanding mortgages, understanding legal ramifications of various documents, establishing a budget, housekeeping and maintenance skills, understanding fair housing rights, etc.

In a majority-Hispanic community, La Casa has been the only HUD-funded counseling agency, and has been providing these services for many years. It has bilingual staff to serve the largely Hispanic population. Frequently, clients from a neighboring, low-income and primarily African-American community also use its services, since La Casa is well known in the area. However, over the past few years, many low-income LEP Iranian-Americans have been moving into the neighboring community, so that they now constitute almost 5 percent of the population. A housing counseling agency is required to provide one-on-one counseling services as the nature of its program. It is also required to outreach to those who are least likely to apply for its services. As a relatively small Agency, La Casa employs at least one person or has regular access to a person who can speak Farsi and interpret English to Farsi. This person should contact the Iranian communities and work through the local agencies to affirmatively market La Casa's program. La Casa should arrange to get key materials translated to Farsi and provide counseling and interpretation services, as needed.

2. *Single-Family Property Disposition Program*: When developers or organizations buy HUD-held housing to renovate and resell, they are required to affirmatively market the properties. Such developers or organizations are required to provide language assistance to attract eligible LEP persons who are least likely to apply as does any other housing provider.

3. *Supportive Housing for the Elderly and Persons with Disabilities*: The Section 202 Supportive Housing for the Elderly Program funds the construction of multifamily projects that serve elderly persons. Project sponsors are required to affirmatively market their services and housing opportunities to those segments of the elderly population that are identified as least likely to apply for the housing without special outreach. Even more

importantly, many LEP elderly may require care from bilingual medical or support services staff, and recipients may devote considerable financial and other resources to provide such assistance.

The sponsor of a Section 202 Supportive Housing for the Elderly Project identifies in its Affirmative Fair Housing Marketing Plan the city's large numbers of East and South Asian immigrants as least likely to apply for the new housing without special outreach. After examining Census and other data and consulting with the city's Office of Immigrant Affairs, the sponsor learns that more than 1,000 of the city's 5,000 South and East Asian families have at least one elderly relative that may be eligible for the new units. The sponsor hires translators fluent in Hindi, Urdu, Dari, Vietnamese, and Chinese to translate written materials and advertising for the local press in those languages. The recipient also partners with community-based organizations that serve the city's East and South Asian immigrants to arrange for interpreters at meetings.

4. *Assisted Housing:* An assisted housing development is located in a city of 20,000 people, about 2,000 of whom are recent immigrants from Korea. Few of the 2,000 have applied for assisted housing. Only eight of the development's 200 residents and no applicants among the 20 on the waiting list are LEP speakers of Korean. Koreans constitute about 10 percent of the eligible population of the community but only 4 percent of the development's residents.

In its Affirmative Fair Housing Marketing Plan for the development, the management agent specified Asian (Korean) as the population least likely to apply for housing and to whom it would outreach. Under the safe-harbor guidelines, the housing provider should outreach to the Korean community using written Korean language materials. However, even after extensive outreach, only one Korean family applied for the waiting list, although during that time the total waiting list increased by eight families to 38. Even after extensive outreach, the occupancy of the project is 4 percent, and its waiting list is less than 3 percent, LEP Korean.

Therefore, under safe-harbor guidelines, no translation of occupancy documents into Korean is necessary. However, the housing provider should be prepared to provide for oral interpretation, when needed. In addition, outreach to the eligible Korean community should continue using written Korean language materials.

Appendix B—Questions and Answers

I. Who are limited English proficient (LEP) persons?

For persons who, as a result of national origin, do not speak English as their primary language and who have a limited ability to speak, read, write, or understand. For purposes of Title VI and the LEP Guidance, persons may be entitled to language assistance with respect to a particular service, benefit, or encounter.

II. What is Title VI and how does it relate to providing meaningful access to LEP persons?

Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from

discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who are LEP can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

III. What do Executive Order (EO) 13166 and the Guidance require?

EO 13166, signed on August 11, 2000, directs all federal agencies, including the Department of Housing and Urban Development (HUD), to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice (DOJ) LEP Guidance apply to the programs and activities of federal agencies, including HUD. In addition, EO 13166 requires federal agencies to issue LEP Guidance to assist their federally assisted recipients in providing such meaningful access to their programs. This Guidance must be consistent with the DOJ Guidance. Each federal agency is required to specifically tailor the general standards established in DOJ's Guidance to its federally assisted recipients. On December 19, 2003, HUD published such proposed Guidance.

IV. Who must comply with the Title VI LEP obligations?

All programs and operations of entities that receive financial assistance from the federal government, including but not limited to state agencies, local agencies and for-profit and non-profit entities, must comply with the Title VI requirements. A listing of most, but not necessarily all, HUD programs that are federally assisted may be found at the "List of Federally Assisted Programs" published in the Federal Register on November 24, 2004 (69 FR 68700). Sub-recipients must also comply (i.e., when federal funds are passed through a recipient to a sub-recipient). As an example, Federal Housing Administration (FHA) insurance is not considered federal financial assistance, and participants in that program are not required to comply with Title VI's LEP obligations, unless they receive federal financial assistance as well. [24 CFR 1.2 (e)].

V. Does a person's citizenship and immigration status determine the applicability of the Title VI LEP obligations?

United States citizenship does not determine whether a person is LEP. It is possible for a person who is a United States citizen to be LEP. It is also possible for a person who is not a United States citizen to be fluent in the English language. Title VI is interpreted to apply to citizens, documented non-citizens, and undocumented non-citizens. Some HUD programs require recipients to document citizenship or eligible immigrant status of beneficiaries; other programs do not. Title VI LEP obligations apply to every beneficiary who meets the program requirements, regardless of the beneficiary's citizenship status.

VI. What is expected of recipients under the Guidance?

Federally assisted recipients are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the recipient's programs and activities. To do this, the recipient should: (1) Conduct the four-factor analysis; (2) develop a Language Access Plan (LAP); and (3) provide appropriate language assistance.

The actions that the recipient may be expected to take to meet its LEP obligations depend upon the results of the four-factor analysis including the services the recipient offers, the community the recipient serves, the resources the recipient possesses, and the costs of various language service options. All organizations would ensure nondiscrimination by taking reasonable steps to ensure meaningful access for persons who are LEP. HUD recognizes that some projects' budgets and resources are constrained by contracts and agreements with HUD. These constraints may impose a material burden upon the projects. Where a HUD recipient can demonstrate such a material burden, HUD views this as a critical item in the consideration of costs in the four-factor analysis. However, refusing to serve LEP persons or not adequately serving or delaying services to LEP persons would violate Title VI. The agency may, for example, have a contract with another organization to supply an interpreter when needed; use a telephone service line interpreter; or, if it would not impose an undue burden, or delay or deny meaningful access to the client, the agency may seek the assistance of another agency in the same community with bilingual staff to help provide oral interpretation service.

VII. What is the four-factor analysis?

Recipients are required to take reasonable steps to ensure meaningful access to LEP persons. This "reasonableness" standard is intended to be flexible and fact-dependent. It is also intended to balance the need to ensure meaningful access by LEP persons to critical services while not imposing undue financial burdens on small businesses, small local governments, or small nonprofit organizations. As a starting point, a recipient may conduct an individualized assessment that balances the following four factors:

- The number or proportion of LEP persons served or encountered in the eligible service population ("served or encountered" includes those persons who would be served or encountered by the recipient if the persons received adequate education and outreach and the recipient provided sufficient language services);
- The frequency with which LEP persons come into contact with the program;
- The nature and importance of the program, activity, or service provided by the program; and
- The resources available and costs to the recipient.

Examples of applying the four-factor analysis to HUD-specific programs are located in Appendix A of this Guidance.

VIII. What are examples of language assistance?

Language assistance that a recipient might provide to LEP persons includes, but is not limited to:

- Oral interpretation services;
- Bilingual staff;
- Telephone service lines interpreter;
- Written translation services;
- Notices to staff and recipients of the availability of LEP services; or
- Referrals to community liaisons proficient in the language of LEP persons.

IX. What is a Language Access Plan (LAP) and what are the elements of an effective LAP?

After completing the four-factor analysis and deciding what language assistance services are appropriate, a recipient may develop an implementation plan or LAP to address identified needs of the LEP populations it serves. Some elements that may be helpful in designing an LAP include:

- Identifying LEP persons who need language assistance and the specific language assistance that is needed;
- Identifying the points and types of contact the agency and staff may have with LEP persons;
- Identifying ways in which language assistance will be provided;
- Outreaching effectively to the LEP community;
- Training staff;
- Determining which documents and informational materials are vital;
- Translating informational materials in identified language(s) that detail services and activities provided to beneficiaries (e.g., model leases, tenants' rights and responsibilities brochures, fair housing materials, first-time homebuyer guide);
- Providing appropriately translated notices to LEP persons (e.g., eviction notices, security information, emergency plans);
- Providing interpreters for large, medium, small, and one-on-one meetings;
- Developing community resources, partnerships, and other relationships to help with the provision of language services; and
- Making provisions for monitoring and updating the LAP, including seeking input from beneficiaries and the community on how it is working and on what other actions should be taken.

X. What is a vital document?

A vital document is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is "vital" may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. For instance, applications for auxiliary activities, such as certain recreational programs in public housing, would not generally be considered a vital document, whereas applications for housing would be considered vital. However, if the major purpose for funding the recipient were its

recreational program, documents related to those programs would be considered vital. Where appropriate, recipients are encouraged to create a plan for consistently determining, over time and across its various activities, what documents are "vital" to the meaningful access of the LEP populations they serve.

XI. How may a recipient determine the language service needs of a beneficiary?

Recipients should elicit language service needs from all prospective beneficiaries (regardless of the prospective beneficiary's race or national origin). If the prospective beneficiary's response indicates a need for language assistance, the recipient may want to give applicants or prospective beneficiaries a language identification card (or "I speak" card). Language identification cards invite LEP persons to identify their own language needs. Such cards, for instance, might say "I speak Spanish" in both Spanish and English, "I speak Vietnamese" in both Vietnamese and English, etc. To reduce costs of compliance, the federal government has made a set of these cards available on the Internet. The Census Bureau "I speak" card can be found and downloaded at <http://www.usdoj.gov/crt/cor/13166.htm>. The State of Ohio Office of Criminal Justice Services, the National Association of Judiciary Interpreters and Translators, the Summit County Sheriff's Office, and the American Translators Association have made their language identification card available at http://www.lep.gov/oajs_languagecard.pdf.

XII. How may a recipient's limited resources be supplemented to provide the necessary LEP services?

A recipient should be resourceful in providing language assistance as long as quality and accuracy of language services are not compromised. The recipient itself need not provide the assistance, but may decide to partner with other organizations to provide the services. In addition, local community resources may be used if they can ensure that language services are competently provided. In the case of oral interpretation, for example, demonstrating competency requires more than self-identification as bilingual. Some bilingual persons may be able to communicate effectively in a different language when communicating information directly in that language, but may not be competent to interpret between English and that language. In addition, the skill of translating is very different than the skill of interpreting and a person who is a competent interpreter may not be a competent translator. To ensure the quality of written translations and oral interpretations, HUD encourages recipients to use members of professional organizations. Examples of such organizations are: National organizations, including American Translators Association (written translations), National Association of Judicial Interpreters and Translators, and International Organization of Conference Interpreters (oral interpretation); state organizations, including Colorado Association of Professional Interpreters and Florida Chapter of the American Translators Association; and local legal organizations

such as Bay Area Court Interpreters. While HUD recommends using the list posted on <http://www.LEP.gov>, its limitations must be recognized. Use of the list is encouraged, but not required or endorsed by HUD. It does not come with a presumption of compliance. There are many other qualified interpretation and translation providers, including in the private sector.

XIII. May recipients rely upon family members or friends of the LEP person as interpreters?

Generally, recipients should not rely on family members, friends of the LEP person, or other informal interpreters. In many circumstances, family members (especially children) or friends may not be competent to provide quality and accurate interpretations. Therefore, such language assistance may not result in an LEP person obtaining meaningful access to the recipients' programs and activities. However, when LEP persons choose not to utilize the free language assistance services expressly offered to them by the recipient but rather choose to rely upon an interpreter of their own choosing (whether a professional interpreter, family member, or friend), LEP persons should be permitted to do so, at their own expense. Recipients may consult HUD LEP Guidance for more specific information on the use of family members or friends as interpreters. While HUD guidance does not preclude use of friends or family as interpreters in every instance, HUD recommends that the recipient use caution when such services are provided.

XIV. Are leases, rental agreements and other housing documents of a legal nature enforceable in U.S. courts when they are in languages other than English?

Generally, the English language document prevails. The HUD translated documents may carry the disclaimer, "This document is a translation of a HUD-issued legal document. HUD provides this translation to you merely as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document." Where both the landlord and tenant contracts are in languages other than English, state contract law governs the leases and rental agreements. HUD does not interpret state contract law. Therefore, questions regarding the enforceability of housing documents of a legal nature that are in languages other than English should be referred to a lawyer well-versed in contract law of the appropriate state or locality.

XV. Are EO 13166 and HUD LEP Guidance enforceable by individuals in a court of law?

Neither EO 13166 nor HUD LEP Guidance grants an individual the right to proceed to court alleging violations of EO 13166 or HUD LEP Guidance. In addition, current Title VI case law only permits a private right of action for intentional discrimination and not for action based on the discriminatory effects of a recipient's practices. However, individuals may file administrative complaints with HUD alleging violations of Title VI because the HUD recipient failed to take reasonable steps

to provide meaningful access to LEP persons. The local HUD office will intake the complaint, in writing, by date and time, detailing the complainant's allegation as to how the HUD recipient failed to provide meaningful access to LEP persons. HUD will determine jurisdiction and follow up with an investigation of the complaint.

XVI. Who enforces Title VI as it relates to discrimination against LEP persons?

Most federal agencies have an office that is responsible for enforcing Title VI of the Civil Rights Act of 1964. To the extent that a recipient's actions violate Title VI obligations, then such federal agencies will take the necessary corrective steps. The Secretary of HUD has designated the Office of Fair Housing and Equal Opportunity (FHEO) to take the lead in coordinating and implementing EO 13166 for HUD, but each program office is responsible for its recipients' compliance with the civil-rights related program requirements (CRRPRs) under Title VI.

XVII. How does a person file a complaint if he/she believes a HUD recipient is not meeting its Title VI LEP obligations?

If a person believes that a HUD federally assisted recipient is not taking reasonable steps to ensure meaningful access to LEP persons, that individual may file a complaint with HUD's local Office of FHEO. For contact information of the local HUD office, go to <http://www.hud.gov> or call the housing discrimination toll free hotline at 800-669-9777 (voice) or 800-927-9275 (TTY).

XVIII. What will HUD do with a complaint alleging noncompliance with Title VI obligations?

HUD's Office of FHEO will conduct an investigation or compliance review whenever it receives a complaint, report, or other information that alleges or indicates possible noncompliance with Title VI obligations by one of HUD's recipients. If HUD's investigation or review results in a finding of compliance, HUD will inform the recipient in

writing of its determination. If an investigation or review results in a finding of noncompliance, HUD also will inform the recipient in writing of its finding and identify steps that the recipient must take to correct the noncompliance. In a case of noncompliance, HUD will first attempt to secure voluntary compliance through informal means. If the matter cannot be resolved informally, HUD may then secure compliance by: (1) Terminating the financial assistance of the recipient only after the recipient has been given an opportunity for an administrative hearing; and/or (2) referring the matter to DOJ for enforcement proceedings.

XIX. How will HUD evaluate evidence in the investigation of a complaint alleging noncompliance with Title VI obligations?

Title VI is the enforceable statute by which HUD investigates complaints alleging a recipient's failure to take reasonable steps to ensure meaningful access to LEP persons. In evaluating the evidence in such complaints, HUD will consider the extent to which the recipient followed the LEP Guidance or otherwise demonstrated its efforts to serve LEP persons. HUD's review of the evidence will include, but may not be limited to, application of the four-factor analysis identified in HUD LEP Guidance. The four-factor analysis provides HUD a framework by which it may look at all the programs and services that the recipient provides to persons who are LEP to ensure meaningful access while not imposing undue burdens on recipients.

I. What is a "safe harbor"?

A "safe harbor," in the context of this guidance, means that the recipient has undertaken efforts to comply with respect to the needed translation of vital written materials. If a recipient conducts the four-factor analysis, determines that translated documents are needed by LEP applicants or beneficiaries, adopts an LAP that specifies the translation of vital materials, and makes the necessary translations, then the recipient

provides strong evidence, in its records or in reports to the agency providing federal financial assistance, that it has made reasonable efforts to provide written language assistance.

XXI. What "safe harbors" may recipients follow to ensure they have no compliance finding with Title VI LEP obligations?

HUD has adopted a "safe harbor" for translation of written materials. The Guidance identifies actions that will be considered strong evidence of compliance with Title VI obligations. Failure to provide written translations under these cited circumstances does not mean that the recipient is in noncompliance. Rather, the "safe harbors" provide a starting point for recipients to consider:

- Whether and at what point the importance of the service, benefit, or activity involved warrants written translations of commonly used forms into frequently encountered languages other than English;
 - Whether the nature of the information sought warrants written translations of commonly used forms into frequently encountered languages other than English;
 - Whether the number or proportion of LEP persons served warrants written translations of commonly used forms into frequently encountered languages other than English; and
 - Whether the demographics of the eligible population are specific to the situations for which the need for language services is being evaluated. In many cases, use of the "safe harbor" would mean provision of written language services when marketing to the eligible LEP population within the market area. However, when the actual population served (e.g., occupants of, or applicants to, the housing project) is used to determine the need for written translation services, written translations may not be necessary.
- The table below sets forth "safe harbors" for written translations.

Size of language group	Recommended provision of written language assistance
1,000 or more in the eligible population in the market area or among current beneficiaries.	Translated vital documents.
More than 5% of the eligible population or beneficiaries and more than 50 in number.	Translated vital documents.
More than 5% of the eligible population or beneficiaries and 50 or less in number.	Translated written notice of right to receive free oral interpretation of documents.
5% or less of the eligible population or beneficiaries and less than 1,000 in number.	No written translation is required.

When HUD conducts a review or investigation, it will look at the total services the recipient provides, rather than a few isolated instances.

XXII. Is the recipient expected to provide any language assistance to persons in a language group when fewer than 5 percent of the eligible population and fewer than 50 in number are members of the language group?

HUD recommends that recipients use the four-factor analysis to determine whether to provide these persons with oral

interpretation of vital documents if requested.

XXIII. Are there "safe harbors" provided for oral interpretation services?

There are no "safe harbors" for oral interpretation services. Recipients should use the four-factor analysis to determine whether they should provide reasonable, timely, oral language assistance free of charge to any beneficiary that is LEP (depending on the circumstances, reasonable oral language

assistance might be an in-person interpreter or telephone interpreter line).

XXIV. Is there a continued commitment by the Executive Branch to EO 13166?

There has been no change to the EO 13166. The President and Secretary of HUD are fully committed to ensuring that LEP persons have meaningful access to federally conducted programs and activities.

XXV. Did the Supreme Court address and reject the LEP obligation under Title VI in Alexander v. Sandoval [121 S. Ct. 1511 (2001)]?

The Supreme Court did not reject the LEP obligations of Title VI in its *Sandoval* ruling. In *Sandoval*, 121 S. Ct. 1511 (2001), the Supreme Court held that there is no right of action for private parties to enforce the federal agencies' disparate impact regulations under Title VI. It ruled that, even if the Alabama Department of Public Safety's policy of administering driver's license examinations only in English violates Title VI regulations, a private party may not bring a lawsuit under those regulations to enjoin Alabama's policy. *Sandoval* did not invalidate Title VI or the Title VI disparate impact regulations, and federal agencies'

(versus private parties) obligations to enforce Title VI. Therefore, Title VI regulations remain in effect. Because the legal basis for the Guidance required under EO 13166 is Title VI and, in HUD's case, the civil rights-related program requirements (CRRPR), dealing with differential treatment, and since *Sandoval* did not invalidate either, the EO remains in effect.

XXVI. What are the obligations of HUD recipients if they operate in jurisdictions in which English has been declared the official language?

In a jurisdiction where English has been declared the official language, a HUD recipient is still subject to federal nondiscrimination requirements, including Title VI requirements as they relate to LEP persons.

XXVII. Where can I find more information on LEP?

You should review HUD's LEP Guidance. Additional information may also be obtained through the federal-wide LEP Web site at <http://www.lep.gov> and HUD's Web site, <http://www.hud.gov/offices/fheo/promotingfh/lep.cfm>. HUD also intends to issue a Guidebook to help HUD recipients develop an LAP. A HUD-funded recipient who has questions regarding providing meaningful access to LEP persons may contact Pamela D. Walsh, Director, Program Standards Division, HUD/FHEO, at (202) 708-2288 or 800-877-8339 (TTY). You may also email your question to limitedenglishproficiency@hud.gov.

[FR Doc. 07-217 Filed 1-16-07; 4:01 pm]

BILLING CODE 4210-67-P



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

Special Attention of:
Directors of HUD Regional and Field
Offices of Public Housing; Public Housing
Agencies

Notice PIH 2020-32

Issued: November 20, 2020

Expires: This notice remains in effect
until amended, superseded, or rescinded

Cross References: 24 CFR 882.514, 24
CFR 960.208, 24 CFR 966.54; 24 CFR
966.56; 24 CFR 982.554; 24 CFR
982.555; 24 CFR 982.301(a); 24 CFR
983.252(a); Notice PIH 2013-27; Notice
PIH-2015-06; Notice PIH-2019-05

Subject: Guidance for PHAs on the Allowability of Remote Hearings and Remote Briefings

- 1. Purpose.** The Coronavirus Disease 2019 (COVID-19) and social distancing requirements present significant challenges for public housing agencies (PHAs) to conduct in-person hearings and briefings. As remote environments become more common, this guidance presents best practices for determining if barriers exist to conducting a remote hearing or remote briefing. If the remote hearing or remote briefing is scheduled, this guidance also outlines PHA requirements to ensure equal opportunity and nondiscrimination for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act. This notice will remain in effect post-COVID-19. This notice provides a summary and hyperlinks to guidance that discuss approaches to remote hearings. Readers are advised that this document is not exhaustive.

The contents of this notice, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

- 2. Background.** The activities in HUD-assisted programs listed below require an individual or group meeting to convey or meet regulatory requirements. Advances in technology provide

options for PHAs and families to participate remotely. Hearings and briefings may be conducted telephonically, via video-teleconferencing, or through other virtual platforms absent a request by a party for an in-person hearing or briefing. Below are the regulatory program requirements for a hearing or oral briefing.

Public Housing program:

- a. Applicant: The PHA must provide an applicant an opportunity for an informal hearing following the PHA's determination of applicant ineligibility and denial of admission to a project (24 CFR 960.208).
- b. Participant: PHA grievance procedures are required to assure that a tenant is afforded an opportunity for a hearing if the tenant disputes any PHA action, or failure to act, involving the tenant's lease or adverse effects on the tenant's rights, duties, welfare, or status (24 CFR Part 966, Subpart B). These include termination of tenancy, denial of household composition changes, denial of transfers, determination of rent, and other adverse actions such as fees.

Housing Choice Voucher (HCV), Project-Based Voucher (PBV), and Moderate Rehabilitation programs:

- c. Applicant: An oral briefing is required for all new applicants to the HCV program (24 CFR 982.301(a)) and the PBV program (24 CFR 983.252(a)). A briefing is required for all new applicants to the Moderate Rehabilitation program (24 CFR 882.514(d)).
- d. Applicant: The PHA must provide an applicant an opportunity for an informal review of the PHA decision denying assistance to the applicant (24 CFR 982.554; 24 CFR 882.514(f)).
- e. Participant: The PHA must provide a participant an opportunity for an informal hearing if a participant contests the PHA's determination of the family's income, utility allowance, or unit size, or if the participant contests the PHA's proposed termination of the participant's assistance. If the PHA seeks to terminate the participant's assistance, the PHA must first provide the opportunity for an informal hearing before it terminates housing assistance payments (HAP) for the family under a HAP contract (24 CFR 982.555(a)(2); 24 CFR 882.514(f)).
- f. Tenant Protection Voucher (TPV) Family Briefing: Notice PIH-2013-27 requires PHAs to conduct a family briefing prior to obtaining a family's voluntary written consent to relinquish their right to tenant-based assistance for families electing to remain in a project with TPVs. This applies to projects selected for PBV assistance that have undergone a Housing Conversion Action and projects that will undergo a Housing Conversion Action prior to the PHA's selection of the PBV project. Likewise, Notice PIH-2019-05 also requires a family briefing prior to obtaining a family's voluntary written consent to relinquish their right to tenant-based assistance

if a PHA plans to use PBVs as part of, or immediately following, a Section 22 streamlined voluntary conversion of a public housing property.

3. Applicability. This notice applies to all PHAs, including Moving to Work agencies, administering Public Housing, HCV/PBV and the Moderate Rehabilitation programs.

4. Definitions.

a. Remote Hearing. Under this notice, a “remote hearing” in public housing refers to the informal hearing for a denial of admission (24 CFR 960.208(a)), the informal settlement of a grievance for a participant (24 CFR 966.54) and the grievance hearing for a participant (24 CFR 966.56). In the HCV program, a “remote hearing” refers to the informal review for denial of assistance (24 CFR 982.554) and an informal hearing for a participant (24 CFR 982.555). In the Moderate Rehabilitation program, a “remote hearing” refers to the informal hearing for denial of assistance or termination of assistance (24 CFR 882.514(f)).

b. Remote Briefing. Under this notice, a “remote briefing” refers to the oral briefing PHAs are required to provide to every new HCV program applicant (24 CFR 982.301(a)); including project-based voucher applicants (24 CFR 983.252(a)) and the TPV family briefing (as described in Section 2.f above. It also refers to the briefing PHAs are required to provide to every new Moderate Rehabilitation applicant (24 CFR 882.514(d)).

5. Requirements for the Technology Platform.

a. Accessibility requirements for persons with disabilities. Under Section 504 and the ADA, PHAs are obligated to take appropriate steps to ensure effective communication with applicants, participants, members of the public, and companions with disabilities through the use of appropriate auxiliary aids and services (AA/S) (28 CFR 35.160(a)(1); 24 CFR 8.6). PHAs are required to furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, each of the PHA’s services, programs, and activities (28 CFR 35.160(b)(1); 24 CFR 8.6). The Fair Housing Act has similar requirements (24 CFR 100.202(b); 24 CFR 100.204(a), (b)). In addition, under these laws, PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have equal opportunity to participate in all the PHA’s privileges, benefits, and services (24 CFR 8.33; 28 CFR 35.130(b)(7); 24 CFR 100.204).

i. Accessible Platform. For a remote hearing or remote briefing, steps for an accessible platform include ensuring any information, websites, emails, digital

notifications, and platforms are accessible for persons with vision, hearing, and other disabilities. Helpful guidelines for ensuring the accessibility of web-based and digital materials are available through the World Wide Web Consortium's Web Accessibility Initiative at <https://www.w3.org/WAI/>.

- ii. **Individualized auxiliary aids or services.** To provide effective communication in a digital context, individualized AA/S may include audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Examples of AA/S that may be necessary when conducting a remote hearing or remote briefing can be found at 28 CFR 35.104.

Under Section 504 and the ADA, the type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual, the nature, length, and complexity of the communication involved, and the context in which the communication is taking place. Important information is conveyed during hearings and briefings. PHAs must give primary consideration to the auxiliary aid or service requested by the individual with a disability. In order to be effective, auxiliary aids or services as this term is defined in 28 CFR 35.104 and 24 CFR 8.3 must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability as this term is defined in 28 CFR 35.108 (see also 28 CFR 35.160(b)(2); 24 CFR 8.6).

PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote hearings or remote briefings. PHAs may not rely on an adult or minor child accompanying a person with a disability to interpret or facilitate communication for such person, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances. (28 CFR 35.160-164; 24 CFR 8.6).

- iii. **Reasonable Accommodations.** PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the hearing process. This obligation is in addition to the obligation to ensure effective communication under Section 504 and the ADA.

If no method of conducting a remote hearing or remote briefing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual his or her inability to participate in the remote hearing or remote briefing. The PHA should consider whether postponing the hearing or remote briefing to a later date is appropriate or whether there is a suitable alternative to meet the participant's satisfaction more expeditiously.

Disabilities are individualized, and the appropriate auxiliary aid or service necessary or reasonable accommodation depends on the specific circumstances and requirements to ensure the individual with a disability has equal opportunity to participate in and benefit from the remote hearing or remote briefing. For example, individuals with cognitive or learning disabilities may require assistance from an advocate who may not be in the same location as that individual. Individuals with vision disabilities may request documents in different formats in order to increase the font size and to use with assistive technologies. Some persons who are deaf do not use sign language and may request captioning, which must be professionally prepared and not auto-generated by the hearing platform, since that would not result in effective communication (28 CFR 35.160(b)(2); 24 CFR 8.6).

- b. Requirement for persons with limited English proficiency (LEP).** PHAs must take reasonable steps to ensure full and meaningful access to the remote hearing or remote briefing for LEP persons consistent with its obligations under Title VI of the Civil Rights Act of 1964¹. The obligation to provide meaningful access for LEP persons, regarding remote hearings and remote briefings, is particularly important meaning that the PHA will generally need to coordinate with a remote language interpretation service prior to the remote hearing or remote briefing. Further, conferencing technology may provide for remote interpretation; if video technology is available, remote interpretation using video is generally preferred over voice-only because of the additional visual cues. Importantly, though, PHAs cannot rely on minors to interpret.

For written materials, PHAs should engage with a language translation service. All written materials related to the remote hearing or remote briefing, whether paper or electronic, and whether provided before, during, or after the hearing, may need to be provided in translated format.

- 6. Identify and Resolve Technology Barriers Prior to Conducting the Remote Hearing or Remote Briefing.** The lack of technology or inability to use technology for a remote hearing or remote briefing can impose a disadvantage for individuals or families that may

¹ See also *Lau v. Nichols*, 414 U.S. 563 (1974).

not be apparent to the PHA. Thus, the PHA should determine if barriers exist prior to scheduling the remote hearing or remote. **If the participant does not have proper technology access which will allow the individual to fully participate, then the remote hearing or remote briefing should be postponed, or an in-person alternative must be provided**². This includes if an individual's witness for the remote hearing is unable to participate due to a lack of access to technology. If the participant does not have proper technology access and the remote hearing or remote briefing warrants postponement due to the lack of proper technology access, the PHA may not hold against the individual his or her inability to participate in the remote hearing or remote briefing. For use of videos or telephones, all materials to be presented during the remote hearing or remote briefing, whether paper or electronic, must be provided to the individual or family prior to the remote hearing or remote briefing (see Section 7 of this notice for more information) and the participant shall be provided an accessible means by which to transmit the individual's own evidence, such as through email or text. Below are best practices in making the determination if a remote hearing or remote briefing can take place.

- a. **Survey the Family to Identify Barriers.** To determine if there are technology barriers, the PHA should survey what technology resources the family has to conduct a remote hearing or remote briefing. For example, the PHA could ask if the resident has a computer, phone, tablet or laptop that has a camera, does the resident have internet access or can the resident go to a place with sufficient privacy *and* internet access (family, friend or neighbor's home), or can technology be borrowed. During such surveys, PHAs must still meet their obligations under Section 504 and the ADA to effectively communicate to persons with disabilities, and under Title VI of the Civil Rights Act of 1964 to provide meaningful access to individuals with LEP.
- b. **Resolve Barriers.** Depending on the barriers identified, HUD offers the following best practices that PHAs could consider when resolving a barrier and proceeding with scheduling a remote hearing or remote briefing.
 - i. **PHA supplied devices or private PHA office space (community laptop/tablet, building Wi-Fi, mobile hot spot, private room in the PHA office building).** For the public housing program, PHAs can use traditional operating funds to establish community rooms with computers and internet service to conduct the remote hearing or remote briefing. PHAs could also provide the individual or family with temporary access to the property's password protected Wi-Fi or provide a mobile hotspot that can be accessed

² HUD regulations require that the hearing must be scheduled promptly and within a reasonable time. A postponement is not an indefinite delay that would contradict HUD regulations or become a due process violation.

from the parking lot or in the building. PHAs could also consider using a portion of the CARES Act funds (Notice PIH-2020-07) to purchase one (1) or multiple devices that could be delivered or otherwise made available at the participants' residences. Finally, PHAs could offer a private room in the PHA office building.

- ii. **Smartphone Apps.** Many video conferencing platforms have smartphone apps, which can be used where the individual or family does not have access to computers. In addition, smartphone apps can operate on Wi-Fi, and this may be advantageous for individuals with restricted data plans.
- iii. **Community Resources.** Research community resources, such as broadband internet providers offering free or low-cost internet access, find local charities or other resources for free or low-cost phones or computers, or as stated in Section 6(b)(i) above, offer the individual or family temporary access to the property's password-protected Wi-Fi or provide a mobile hotspot.
- iv. **Personal Resources.** Assess personal resources for technology access, such as supportive services, family members, mentors, or friends who could lend the individual or family a phone or computer.
- v. **Voice Only Option (Telephone).** Most individuals have, or can use, a telephone. However, conducting a remote hearing or remote briefing by telephone is the least preferred option due to the challenges of not being able to view documents being presented at the remote hearing or remote briefing (e.g., screen sharing) and not being able to identify who is speaking during a phone call with multiple attendees. In addition, the participant should not feel pressured to conduct a remote hearing or remote briefing by telephone. However, if the PHA and participant choose to proceed with a telephone hearing or briefing, the PHA should provide the resident with a consent form, that meets the requirements for accessibility for persons with disabilities and persons with LEP (see Section 5 of this notice), so the resident has complete knowledge of their rights, as well as the risks and benefits of conducting the remote hearing or remote briefing by phone. To obtain valid consent, it may be necessary for the PHA to verbally inform a participant of the content of the consent form prior to signing, or the PHA may need to get consent from the participant's appointed representative or guardian. The PHA should also consider that some residents may have restricted data plans or a limited number of minutes, so a PHA could use voice-only participation through a toll-free phone number. Further, some cell phone carriers charge differently for

incoming and outgoing calls. The PHA should consider calling the resident to minimize cost.

7. Presenting Documents Prior to a Remote Hearing and/or Remote Briefing. If video or telephone conference is used for the remote hearing or remote briefing, all materials being presented, whether paper or electronic, must be provided to the individual or family prior to the remote hearing or remote briefing, and may be submitted electronically to the HUD Field Office of Public Housing for TPV family briefings (see Section 2.f of this notice). Individuals or families may prefer paper printouts over electronic documents, due to lack of access to printers, difficulty viewing detailed documents on a cell phone, or difficulty viewing screen sharing on an app. Any materials made available to the individual or family must meet the requirements for accessibility for persons with disabilities and persons with LEP (see Section 5 of this notice).

- a. Establish Procedures.** The PHA must establish written procedures of all aspects of how the remote hearing or remote briefing will be conducted and the procedures should be readily available to the public. The procedures should also explain how documents will be presented prior to a remote hearing or remote briefing. Note that when making procedures readily available to the public, PHAs must still meet their obligations under Section 504 and the ADA to effectively communicate to persons with disabilities, and under Title VI of the Civil Rights Act of 1964 to provide meaningful access to individuals with LEP. See Sections 8 and 9 of this notice for program specific requirements regarding written procedures.
- b. Personally Identifiable Information (PII).** For documents that contain PII and are provided prior to a remote hearing or remote briefing, the PHA is responsible for minimizing the risk of exposure or misuse of the data collected, used, and shared. Safeguard sensitive information, including all PII at all times. PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information directly linked or linkable to a specific individual. Examples of PII include name, social security number, biometric records, date and place of birth, and mother's maiden name. PHAs are reminded not to transmit sensitive PII via an unsecured information system (e.g., electronic mail, Internet, or electronic bulletin board) without first encrypting the information. See Notice PIH-2015-06 for more regarding privacy protection.
- c. TPV Family Briefings – Written Consent.** In addition to the provisions of this notice, PHAs must follow the provisions of Notice PIH-2013-27 and Notice PIH-2019-05, as applicable, on obtaining the family's voluntary written consent for voluntary relinquishment of their right to tenant-based assistance.

- d. Due Process for Remote Hearings.** For Public Housing, PHAs must follow HUD regulations at 24 CFR part 966, subpart B (public housing grievance process) and include the procedures in the resident's lease. For the HCV Program, PHAs must follow 24 CFR 982.554 (informal review for applicant) and 982.555 (informal hearing for participant).
- i. Conducting Discovery and Providing Evidence.** PHAs may request and copy any of the individual's or family's documents at the PHAs' own expense in accordance with the applicable regulations. Additionally, the individual or family must be given the opportunity to examine any PHA documents that are directly relevant to the hearing prior to the remote hearing. This may include transmitting documents electronically or by mail that would normally be exchanged at the PHA's office. Under Section 504, the ADA, and the Fair Housing Act, PHAs may need to make reasonable accommodations and take appropriate steps to ensure effective communication with individuals with disabilities through the provision of AA/S before, during, and after any hearing. This may require changes in how the individual or family seeks discovery of information held by the PHA and the manner in which evidence is made available to persons with disabilities during remote hearings (while still meeting any applicable rules concerning the acceptance of evidence by the hearing officer). PHAs must also take reasonable steps to ensure meaningful access for LEP persons before, during, and after such remote hearings (28 CFR 35.160-164; 24 CFR 8.6; 24 CFR 982.555(e)(2) and (5); 24 CFR 966.56(b)).

8. Public Housing Specific Requirements

- a. PHA's Grievance Procedure:** PHAs are required to provide reasonable accommodations for persons with disabilities under 24 CFR 966.56(f) and comply with cited guidance for persons with limited English proficiency (LEP) under 24 CFR 966.56(g). If the PHA would like to implement a remote hearing as described in this notice, then the PHA must update its grievance procedure policy as described in 24 CFR 966.52 to include provisions to allow for the use of mail, electronic mail, telephone, and video call, as appropriate and as described in this notice. When considering how the grievance hearing will be conducted under 24 CFR 966.56 (a), "reasonably convenient" must meet the requirements for accessibility for persons with disabilities and persons with LEP in Section 5 of this notice and consider technology barriers in Section 6 of this notice. Under 24 CFR 966.56 (b)(1), the PHA may provide "PHA documents, including records and regulations, that are directly relevant to the hearing" directly to the resident via email, or on a secure website or cloud-based server. The PHA shall ensure that

electronic information stored or transmitted is secure per Notice PIH-2015-06, meets the requirements for accessibility for persons with disabilities and persons with LEP in Section 5 of this notice, considers technology barriers described in Section 6 of this notice, and explains how documents will be presented prior to a remote hearing in Section 7 this notice.

9. HCV Specific Requirements

- a. **Remote Hearings – PHA’s Administrative Plan:** The administrative plan must state the PHA procedures for conducting informal hearings for applicants and participants (see 24 CFR 982.554(b) and 24 CFR 982.555(e)). If the PHA would like to implement a remote hearing as described in this notice, then the PHA must update its administrative plan as described in 24 CFR 982.54 to include provisions to allow for the use of mail, electronic mail, telephone, and video call, as appropriate and as described in this notice. When considering how the informal remote hearing will be conducted, the PHA shall ensure that electronic information stored or transmitted is secure per Notice PIH-2015-06, meets the requirements for accessibility for persons with disabilities and persons with LEP in Section 5 of this notice, considers technology barriers described in Section 6 of this notice, and explains how documents will be presented prior to a remote hearing in Section 7 this notice.
- b. **Remote Briefings:**
 - i. **Further Background:** While the HCV guidebook has provided guidance for in-person briefings and many PHAs have conducted these oral briefings in person, there is no explicit requirement for the briefing to be held in person. Even after the waivers and alternative requirements provided through Notice PIH-2020-13, or its successor, expire, this notice clarifies that PHAs may continue to conduct briefings remotely via webcast, video call, or other methods provided they meet the minimum requirements described in this notice.
 - ii. **Opportunity to Ask Questions:** In addition to the requirements described in Sections 5, 6 and 7 of this notice, PHAs must provide an opportunity for remote briefing participants to ask questions.
 - iii. **PHA’s Administrative Plan:** If the PHA would like to implement a remote briefing as described in this notice, then the PHA must update its administrative plan as described in 24 CFR 982.54(d)(1) to include provisions to allow for use the of mail, electronic mail, webcast, and video call, as appropriate and as described in this notice. When considering how the remote

briefing will be conducted, the PHA shall ensure that electronic information stored or transmitted is secure per Notice PIH-2015-06, meets the requirements for accessibility for persons with disabilities and persons with LEP in Section 5 of this notice, considers technology barriers described in Section 6 of this notice, and explains how documents will be presented prior to a remote briefing in Section 7 this notice.

iv. Best Practices and Considerations:

1. **Review voucher obligations with families at reexamination.** Use other opportunities, such as the regularly scheduled reexamination, with the family to remind them of their program obligations to help avoid termination.
2. **Have PHA staff reach out directly to tenants by phone after the briefing.** Particularly if the briefing is not interactive, have staff reach out directly to families by phone to make sure their questions have been answered.
3. **Consider the impact of families attending briefings remotely on other program functions.** For PHAs that already conduct their reexaminations by mail, conducting remote briefings may mean that families never meet face-to-face with the housing authority. PHAs need to consider if this change impacts any other program functions and plan accordingly.

10. Information Contact: Inquiries about this notice should be directed to the appropriate field office. Find your local field office at:
https://www.hud.gov/program_offices/public_indian_housing/about/field_office.

11. Paperwork Reduction Act: The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act (PRA) of 1995 (44 U.S.C 3520). In accordance with the PRA, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number. The following active information collections contained in this notice have been approved under the PRA-OMB Control Numbers 2577-0169, 2577-0083, and 2577-0220.

/s/

R. Hunter Kurtz, Assistant Secretary
for Public and Indian Housing

Attachment G3

LEASE

MOVE-IN DATE:

Community Name: _____
Account Name: _____

THIS AGREEMENT is between the Housing Authority of the City of Camden, hereafter called the "Authority", and the Tenant family, here after called the "Tenant" or "Resident". Where applicable, the terms and conditions of the Lease will be listed according to the responsibilities of each party. A reference to "Authorization" with a reference number identifies the applicable provision of 24CRF966.

I. DESCRIPTION OF PARTIES AND PREMISES

- (a) **Tenant Family:** The Tenant family members authorized to occupy the leased unit identified at I(b) is headed by: _____ Here after known as the "head of household". The Tenant family will consist of the following person(s) and no others:

Name of authorized Household member	Relationship to head of household	Social Security No.	Age at Lease Approval/DOB

- (b) The Authority, *relying upon the representations of Tenant as to income of all authorized household members (with the exception of earned income of minors,) family composition, and housing needs,* hereby leases to Tenant Unit No. _____ **Camden, New Jersey 08105** at the rental amount stated below and designated as follows, pursuant to the terms and conditions hereafter set forth.
- (c) The apartment unit rented to the Tenant *must be used only* as a private residence, solely for Tenant and the household members named on Part I of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities incidental to the residential use subject to the Authority's policy on such activities. [Authorization 966.4(d)(1 + 2)]
- (d) Any addition(s) to the authorized Household members named in Section I(a) of this Lease Agreement requires the written approval of the Authority and a lease

amendment at Section XX of this Agreement. Tenant further agrees to *await the Authority's approval prior to allowing additional persons*, other than those resulting from natural births, to occupy the leased premises. *Failure on the part of the Tenant to comply with this provision will allow the Authority to take action to terminate this lease* in accordance with Section XIII herein. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [Authorization 966.4(a)(2) & (d)(3)(l)]

- (e) *Deletions from the authorized household members* named on this Lease, due to any reason whatsoever, *must be reported* by the Tenant to the Authority, in writing, within ten (10) calendar days of the absence of any family member who is considered to be permanently absent from the unit. The Authority may require documentation to establish if the absent household member is to be considered temporarily or permanently absent under the Authority's *Admissions and Continued Occupancy Policy (ACOP)*. The Authority's determination will establish *if any change in Tenant rent is required* as a result of the change(s) in family composition.
- (f) **By signing this lease, Tenant acknowledges the Authority's strict enforcement of its "One Strike and You're Out Policy".** Tenant further acknowledges that the persons listed herein are the only persons who can live in the leased Premises and that Tenant is responsible for the conduct of all such persons and the *guests* of any household member(s). Tenant and majority-age household members understand, acknowledge and agree that this lease between the Authority and the Tenant may be terminated if the Tenant, any member of the Tenant's household, any guest, or other person under the Tenant's control *violates any provision* of this Lease. Tenant and majority-age household members listed herein further understand, acknowledge, and agree that the Authority has a **Policy of Zero Tolerance** to "Criminal Activity" including, but not limited to a "One Strike and You're Out" posture towards drug-related Criminal Activity on or off the premises. Public Housing sites have been declared "Drug-Free Zones" by the Authority and state law (N.J.S. 2C-35-5). Tenant and majority-age household members listed herein further understand, acknowledge, and agree that the Authority's Policy and express provisions of this Lease entitles the Authority to terminate the tenancy under this lease if the tenant, any member of tenant's household, any guest or other person under Tenant's control engages in (a) any Criminal Activity that threatens the health, safety, or right of the peaceable enjoyment of public housing premises by other Tenants or employee/agents of the Authority or; (b) any drug-related Criminal Activity on or near such premises. Drug-related Criminal Activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Sec. 102 of the Controlled Substance Act (21 U.S.C. 802). Tenant and majority-age household members listed herein understand, acknowledge, and agree that engagement in one and only one such act of Criminal Activity shall be cause for termination of tenancy, and cause for refusal of subsequent housing applications for a period of three (3) years. Tenant further understands, acknowledges and agrees that he/she has informed all of the persons under the age of majority listed herein and agrees to so inform any other person who may become a member of his/her household during any tenancy under this Lease, that this Lease between Tenant and the Authority may be terminated in the event, Tenant, any member of the Tenant's household, any guest or other person under Tenant's control violates any provision of this Lease, including but not limited to provisions with respect to "Criminal Activity".

- (g) By signing this lease Tenant agrees to all terms and conditions of this lease, any executed lease addenda, or any lease addenda subsequently executed by Tenant and Authority.

II. LENGTH OF LEASE AND RENT DUE UNDER THE LEASE

(a) **Prorata Rent**

In the event a Tenant enters the unit after the first day of the month, the initial term shall run from date of possession until the last day of the month with prorata rent charged accordingly. The tenancy will then begin on the first day of the next month.

(b) **Rental Payments**

Rental Payment shall be due and payable on the first day of the month. Tenant's rent shall include cost of utilities as described below, attorney fees for any lease violations and includes all Maintenance Services not attributable to normal wear and tear.

- (c) Unless otherwise modified or terminated in accordance with Section XIII of the Lease, this lease shall commence on _____. The lease shall automatically be renewed for successive terms of one calendar month beginning _____, and shall end on _____,

(month one date) (last day of first month of tenancy) and is to be automatically renewable for successive periods of equal length unless properly terminated pursuant to the terms of this lease and the laws of the State of New Jersey.

Tenant's rent shall remain in effect unless adjusted by the Authority in accordance with Section VI herein.

- (d) Tenant base rent in the amount of _____ DOLLARS (\$00.00) is DUE and shall be PAYABLE in advance on the first day of each month. Tenant's rent may be periodically adjusted in accordance with the family's circumstances. Changes in rent will become effective on the date specified in Authority's *Notice of Rent Change*. Rent shall include cost of utilities as described in Section V below, and also includes all maintenance services required not due to normal wear and tear. Rental payments not received by close of business on the first day of the month will be considered late, and payments not received by 4:30 p.m. on the fifth (5th) calendar day of the month will be considered delinquent. Delinquent rent payments shall result in Tenant incurring a late fee of One (\$1.00) Dollar per day for every day late. Tenant is responsible for payment of all rent charges when due. Partial rental payments for current month's rent will not be accepted. However, if Tenant is prepared to pay the Base Rent after the fifth calendar day, the late Base Rent will be accepted even though the Total Rent is not paid. Late charges will still accumulate together with other charges that constitute the Total Rent.

The Authority will accept partial rental payments for future months prior to date due. All rent must be paid in full as of the due date. A \$35.00 fee will be charged for any personal check that is not honored by the bank for payment. If a Tenant has tendered to the Authority two (2) insufficient fund checks, personal checks will no longer be accepted from Tenant and all current and future payments must be paid with a guaranteed check such as a cashiers check or money order.

- (e) The amount of the Total Tenant Rental shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy. [Authorization 966.4]

- (f) When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant.
- (g) The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time. [Authorization 966.4 (4)]

III.

CHARGES IN ADDITION TO RENT

In addition to the Tenant's rent, the Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amount of repair charges are specified in the Authority's *Schedule of Repair Charges*. Other charges under the lease include:

(a) Cost(s) of Tenant-Caused Damages: A charge for labor and materials for services or repairs due to damage caused by the Tenant, an authorized member of the Tenant's household or a Tenant's guest, where such repairs are due to the negligence or willful abuse of the Tenant's household or guest(s). When the Authority determines the maintenance service is not due to normal wear and tear, the Tenant shall be responsible for the cost of such service (labor plus materials) in accordance with the most recent *Schedule of Maintenance Charges* posted by the Authority at the site manager's office.

(b) Excess Utility Consumption: Where the cost of utilities are provided by the Authority and the Tenant's dwelling unit has been equipped with an individual meter, a charge shall be assessed for a Tenant's utility consumption which exceeds the established utility consumption allowance for the Tenant's unit. Such charge(s) will be based on the reading of the Tenant's meter. A bill/demand for payment will be sent to the Tenant with the actual utility consumption and a statement of charges for the excess utility consumption.

(c) Utility Surcharge: When the Tenant maintains major appliances which utilize an extraordinary amount of electricity and the Authority pays the full cost of the electric bill, the Tenant family agrees to pay to the Authority a surcharge. This surcharge will apply to Tenant-owned air conditioners, washers, dryers, deep freezers, second refrigerator and/or microwaves. The Tenant is hereby required to notify the site manager's office of the installation of all such major appliances within ten (10) calendar days of installation. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.

(d) Installation charges: Tenant-supplied air conditioners.

(e) Late Charges: A charge of \$1.00 per day late for rent or other charges paid after the fifth calendar day of the month. [Authorization 966.4 (b)(3)] Any late charges are considered rent once they become due. The Authority shall provide written notice of the amount of any late charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge. [Authorization 966.4 (b)(4)].

(f) Security Deposit: Tenant agrees to pay an amount equal to \$50 or one month's Tenant rent, whichever is the greater. The dollar amount of the security deposit due under this lease is **\$0.00**. This amount is due in full at time of lease execution unless the Tenant family enters into a *Security Deposit Payment Plan* with the Authority. The Security Deposit may not be used to pay rent or other charges due under this lease while the Tenant occupies the dwelling unit. No

refund of the Security Deposit will be made until after the Tenant has vacated and the Manager or his/her designee has inspected the dwelling unit. Provision shall be made for the Tenant's participation in both the pre-occupancy and the pre-termination inspection. The Authority will place the deposit in an interest bearing account located at **TD BANK**. Payment of the accrued interest on the Security Deposit is to be done yearly, in the month of January, as a credit against future rent owed. If no rent or other charges are due and payable within 120 days of January 1st, then the Authority shall issue a check for the earned interest.

Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this lease:

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

The return of the Security Deposit shall occur within 30 days of the unit becoming vacant. The Authority agrees to return the Security Deposit plus any accrued interest to the Tenant when they vacate, less any deductions for any costs indicated above. If such deductions are made, the Authority will furnish the Tenant with a written statement of any such costs for damages and/or other charges to be deducted from the Security.

Deposit. If the Tenant fails to provide the Authority with a forwarding address, or fails to make arrangements to pick up any remaining deposit, the Authority will deposit the balance of the Tenant's security deposit into its general operating account or its Tenant services account. The Authority may also deduct one (1) percent per year from the accrued interest on the Security Deposit for administrative expenses.

(g) Cleaning: Tenant may be assessed an additional charge for the cost of dirt, trash, garbage and debris in a unit after the Tenant has vacated the unit which would require more than two (2) hours of effort by one staff person.

(h) Service Charges: Tenant may be assessed service charges which shall be periodically posted by the Authority in compliance with this lease. Such service charges may include, but are not necessarily limited to:

- reasonable attorney fees, filing fees or court costs where Tenant elects to settle with Authority before going to court but after such costs have been incurred;
- cost of key or lock replacement;
- "lock-out" calls after regular working hours, week-ends or Authority holidays;
- "Returned check" charges assessed by the bank; and
- moving/storage costs incurred by Authority in connection with a suit to enforce payment of Tenant rent due or for enforcement of other lease terms and conditions.

IV. WHERE TO MAKE RENT PAYMENTS

Rent and other charges can be paid by mail to the Authority at **2021 WATSON STREET** or **SITE MANAGEMENT OFFICE**.

However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent. The Authority will not accept cash. [Authorization 8.24 (a)(1) and (b)]

V. UTILITIES AND APPLIANCES

- (a) **Authority's Responsibilities:** As part of the rent, the Authority will supply water and sewage service to all of its leased dwelling units. If indicated by an (x) below, the Authority will also provide the additional indicated utility, such as: electricity, natural gas and/or heating fuel. The Authority will not be liable to the family to supply utility service for any cause beyond its control.
- If indicated by a (X) below, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc. may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the office of the site manager. [966.4 (b)(2)]

The following Utilities to be provided by:

UTILITY	AUTHORITY	TENANT
Heating	X	
Electric		X
Air Conditioning		X
Water Heating	X	
Water	X	
Sewer	X	
Trash Collection	X	
Range	X	
Refrigerator	X	
Other (Specify)		

- (b) **Utility Surcharges:** Air conditioners, freezers, extra-refrigerators, washers, dryers, gas operated appliances (gas dryers) may be installed and operated only with written approval of the Authority. A monthly service charge shall be payable by the Tenant for the electricity used in the operation of such appliances, per the Schedule of surcharges posted by the Authority in the site manager's office. Whenever Tenant desires to install (whether before or after the execution of this Lease) an air conditioner in their premises, such installation must be performed by designated personnel of the Authority. Cost of said installation shall be payable by the family based on labor and materials. The Authority reserves the right to deny approval of an air conditioner if it is determined to pose a hazard due to inadequate wiring, electrical service or similar concerns.
- (c) **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any

governmental authority or rules set by the Authority for the regulation or conservation of utilities or fuels. Tenant also agrees to pay utility bills directly to the appropriate utility supplier in a timely manner in order to prevent cut-off of utility services to Tenant, where Tenant is responsible for direct utility payment to the utility supplier. Tenant further agrees to abide by any local ordinance or *House Rules* restricting or prohibiting the use of space heaters in multi-family dwelling units. Copies of such rules are available in the Development Office.

- (d) **Utility Allowance:** Where the Authority does not supply electricity, natural gas, or heating fuel, an *Allowance for Tenant-Paid Utilities* shall be established appropriate for the size and type of dwelling unit. The Tenant's Total Tenant Payment to the Authority shall be reduced by an allowance for utilities Tenant directly pays to any utility supplier. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month. [Authorization 5.603] The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [Authorization 965.502] If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving credited to the Tenant's Base Rent.

VI. TERMS AND CONDITIONS

The following terms and conditions of occupancy are made a part of the Lease and are binding on the Tenant.

(a) Use and Occupancy of Dwelling: Tenant shall use and occupy the premises exclusively as a private dwelling for the Tenant and their family and for no other purpose without the prior written approval of the Authority. This provision does not exclude reasonable accommodation to Tenant's guests or visitors for a period not exceeding 14 consecutive calendar days and/or 30 calendar days in any 12 month period per approved guest/visitor. Permission may be granted upon written request to the Manager, for an extension of this provision, or to include "extended" care of Foster children and/or live-in care for a member of the Tenant's family. The term "guest" is defined to mean *a person in the leased unit with the consent of a household member*. The Tenant shall comply with all Federal/State/Local laws affecting the use or occupancy of the premises and with all Federal regulation now and hereafter established or modified. The Tenant may engage in legal profit-making activities in dwelling unit, which must be secondary to its primary residential use. Any business-use of the dwelling unit must receive the prior written approval by the Authority. Such approval will be based upon the criteria and/or requirements set forth in the agency's ACOP.

(b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodations that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIII termination of the lease. At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

(c) Redetermination of Rent and Dwelling Size: Rent is due and owing for the premises in the amount as fixed at Section II (d) of this Lease Agreement until amended as described below:

- (1) The status of each family is to be reexamined and rent re-determined at least once a year in accordance with an established reexamination schedule.
- (2) As a material provision of this Lease, Tenant agrees and promises to supply the Authority, upon request, with accurate information as to: *family composition, age of authorized members of the household, income and source of income of all authorized members of the household, assets, handicap or disability status, citizenship status and other related information* necessary to determine continued eligibility, annual income, adjusted income, and Tenant rent. The Tenant agrees to comply with Authority requests for the verification of information by signing applicable information releases for third party sources, presenting documents for review by the Authority, and/or providing other suitable forms of verification as deemed appropriate by the Authority. This information will be used by the Authority in determining whether the amount of the Tenant's rent should be changed and whether the assigned dwelling unit is still appropriate to meet the Tenant's housing needs. This determination will be made in accordance with the established *Admissions and Continued Occupancy Policies*, which are publicly posted in a conspicuous manner in the Management Office. A copy of the policies can be furnished to applicants and Tenants and recognized Tenant Organizations upon oral or written request.
- (3) Rent will remain in effect for the period between regular rent redeterminations, UNLESS during such period:
 - (i) *Tenant family income increases* by One Hundred (\$100.00) Dollars or more per month, in which instance(s), Tenant must report such change to the Authority for *an interim redetermination of rent* within 30 days of change.
 - (ii) A person with income joins the household.
 - (iii) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
 - (iv) Rent formulas or procedures are changed by Federal law or regulation.
- (4) Without regard to the number of interim rent changes which occur due to increased Tenant family income (as stated above), decrease in Tenant family income or an increase in allowable expenses, such as child care or medical expenses for elderly/handicapped families, *the family must still comply with the requirement for the regularly scheduled annual re-exam.*
- (5) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. [Authorization 5.613] If a reduction granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. Failure to report within the 10 days may result in a retroactive rent charge.
- (6) All changes in family composition must be reported to the site manager within 10 days may result in a retroactive rent charge in accordance with Section 1 (D) of this lease. [Authorization 966-4 (c) (2)]

- (7) This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that that move-in of a single adult child is essential for the mental or physical health of Tenant.
- (8) Changes in family composition must be reported to the Public Housing Manager as follows:
- (i) Family member(s) who vacate the unit and are considered by the head of household to be *permanently absent from the unit* (e.g., adult child joins the military and is stationed away from home) must be reported within ten (10) days of the occurrence;
 - (ii) Family member(s) who vacate the unit and are considered by the head of household to be *temporarily absent* from the unit for a period of 30 or more consecutive calendar days must be reported within ten (10) days of the occurrence;
 - (iii) Family members not listed on the lease who are **proposed** to occupy the unit for more than 7 consecutive calendar days must be approved by the Housing Authority prior to occupancy. Any adult family members proposed to occupy the unit on a permanent basis will be approved subject to (a) the Authority's routine screening criteria and (b) a determination that the additional household members will not result in more than two (2) persons per bedroom. Failure to meet criteria (a) or (b) herein will result in the disapproval of the additional household members.
- (d) **Timing of Rent Adjustments Due to Redetermination:** The Tenant will be notified in writing of any resultant rent adjustment due to the situations described in the preceding paragraphs. Such notice will state the effective date of the rent adjustment:
- (1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the month in which the change in Tenant's rent occurred. This can result in a retroactive decrease in Tenant's rent.
 - (2) In the case of a rent increase, any increase in rent resulting from an interim redetermination will become effective the first day of the second month following the issuance of the "Notice of Rent Adjustment," providing the Tenant reported the change in a timely manner, as described above. Failure to report in a timely manner can result in Tenant receiving less than 30 days advance notice of a rent increase and/or a retroactive rent increase.
 - (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
 - (4) In the case of a rent increase due to deliberate misrepresentation, failure to report a change in family composition, or failure to report a required increase in income, the Authority may require retroactive rent payment first month following the month in which the misrepresentation occurred.
- (e) **Dwelling Unit Transfers:**
- (1) Tenant understands that if the Authority determines that the size of the premises is no longer appropriate for the Tenant's needs, or does not conform to the Occupancy and Assignment Standards as described in

Authority's *Admissions and Continued Occupancy Policies*, the Authority may send the Tenant a 30 day Notice of Transfer. Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size.

- (2) The Authority, if it deems appropriate, may move a Tenant into another unit, at the same or different property, if it is determined necessary to rehabilitate the Tenant's unit or provide proper facilities for the family's care and well being or to provide appropriate facilities for handicapped or disabled persons. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed [Authorization 966.4 (c) (4)]
- (3) Tenant is required to move into the replacement dwelling unit made available by the Authority. Tenant has 15 days time, following the receipt of the Transfer Notice, in which to move. If Tenant refuses to move, the Authority may terminate the Lease in accordance with Section XIII of this lease.
- (4) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
- (5) A tenant without disabilities that is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit (at the Authority's expense). [Authorization 8.27 (b)]
- (6) The Authority will make every effort to honor a family's written request for a transfer back to the initial site where it does not create a hardship on the Authority, resulting in increased vacancies and or increased unit turnaround time. Any such transfers must be accomplished within seven (7) calendar days of the notice of availability. If the family fails to make the move within the seven day period the Authority may offer the vacant unit to another family. The family may subsequently submit another transfer request.
- (7) *Convenience transfers* are transfers to another unit or site for the convenience of the Tenant. Request for a convenience transfer must be made in writing to the Manager. There will be a fee assessed for these transfers.
- (8) The Authority will consider any Tenant request for transfer in accordance with the transfer priorities established in the Authority's adopted *Transfer Policy*.
- (9) All transfers are subject to charges for cleaning or repair work performed by the maintenance staff on the vacated unit. All charges will be assessed after an inspection is completed by Tenant and the site manager. All applicable charges will be deducted from the Tenant's existing security deposit. If the security deposit retained by the Authority is insufficient to cover the charges, the balance will be transferred to Tenant's new account. If there is any deposit remaining after deducting applicable charges the balance will be refunded to Tenant.

VII. OBLIGATIONS OF THE HOUSING AUTHORITY

The Authority shall be obligated to:

- (a) Maintain the premises in a decent, safe, and sanitary condition.
- (b) Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) Make necessary repairs to the premises.
- (d) Keep buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- (e) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators supplied or required to be supplied by the HACC.
- (f) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of individual Tenant families) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by the Tenant as required by this Lease.
- (g) Supply water, electric, gas and heat in accordance to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection. To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities.) When the Authority's grievance procedure for a grievance concerning a proposed adverse action:
 - 1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4 (1)(3) shall constitute adequate notice of proposed adverse action.
 - 2. In case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.
[Authorization 966.4 (e)(8)]
- (h) Provide extermination services.
- (i) To make "Reasonable Accommodations" in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping the tenant meet essential lease requirements, but does not require the lowering or waiving of essential requirements or a fundamental alteration in the nature of the program or imposition of undue financial administrative burdens on the Authority.

VIII. TENANTS OBLIGATIONS

Tenant shall be obligated:

- (a) Not to assign this Lease, nor sublet or transfer possession of the leased premises.

- (b) Not to give accommodation to boarders or lodgers; nor to give accommodation to guests in excess of seven (7) days without the prior written consent of the Authority.
- (c) To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in paragraph (l)(a) of the Lease, and not to use or permit its use for any other purpose without the prior written consent of the Authority. This provision does not exclude the Authority-approved care of foster children or live-in care of a member of Tenant's family provided the accommodation of such persons conforms to the Authority's Occupancy Standards and has received the written consent of the HACC. This provision does not preclude the use of the dwelling unit for legal profit-making activity provided such activity has the prior written approval of the Authority.
- (d) To abide by necessary and reasonable regulations and rules as declared by the Authority. A copy of these rules will be posted in a conspicuous manner in the site manager's office. Violation of such rules which materially affect the health and safety of Tenants or employees constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household. [966.4 (f)(5)]
- (f) To use only in a reasonable manner all electrical, sanitary, heating, ventilation, air conditioning, and other facilities and appurtenances including elevators.
- (g) To keep the premises and such other areas as may be assigned to Tenant, for Tenant's exclusive use, in a clean and safe condition. This shall include keeping the front and rear entrances and walkways for the exclusive use of the Tenant, free of trash and debris. The only exception from this requirement will be made "for cause shown" such as age or disability.
- (h) To make no alterations or repairs or redecoration or painting to the interior or exterior of the premises or to the equipment, or install additional equipment or major appliances unless he/she has received written approval from the Manager.
- (i) To erect no fences or other structures on the property surrounding or accompanying the premises and to have visitors refrain from such activity.
- (j) To make no changes to locks or install any locks on exterior doors without the Authority's written approval. Where the Authority approves the Tenant's installation of new or additional locks, Tenant is obligated to provide management with a copy of new key(s).
- (k) Not to use mirror tiles, cork, nails, tacks, screws, brackets, or fasteners, wall paneling or wall paper in or on any part of the premises (a reasonable number of picture hangers excepted) without authorization by the Authority. Ceiling fans may be installed with the consent of the Authority; by Authority-designated personnel. The cost of installation shall constitute a charge due and payable by the Tenant after receipt of billing from the Authority. Authority-designated personnel is not responsible for any damaged or defected item.
- (l) To remove any property when Tenant surrenders, abandons or leaves the premises. Property left for more than fifteen (15) calendar days is considered abandoned by Tenant and may be disposed of after that period of time by Authority, with cost of storage and removal assessed against the Tenant.
- (m) To insure that the Tenant, authorized members of household, family, guests, or other persons who are on the premises with Tenant's consent, conduct themselves in manner which will:

1. Not disturb Tenant's neighbors' peaceful enjoyment of their accommodations; and,
 2. Be conducive to maintaining the project in a decent, safe, and sanitary condition.
- (n) To refrain from, and cause members of the Tenant's household and guests or other persons who are on the premises with Tenant's consent to refrain from:
1. Illegal or other activity which impairs the physical or social environment of the Development.
 2. Unlawful or disorderly conduct or behavior that is a hazard to safety or creates a nuisance.
- (o) To act in a cooperative manner with neighbors and Authority Staff. To refrain from and cause members of Tenant's household or Tenant's guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Authority Staff.
- (p) To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development.
- (q) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project development, buildings, facilities, or common areas caused by the Tenant, his household members or guest, in accordance with schedule of charges posted in the site manager's office.
- (r) Not to display or use firearms or allow members of the Tenant's household or guests to display or use any firearms, BB guns, pellet guns, sling shots, or other offensive weapons, including knives, as defined by the laws and courts of the State of New Jersey, in any manner that endangers life or property.
- (1) Tenant must keep firearms stored in the leased dwelling unit in a locked gun cabinet supplied by the Tenant and approved by the Authority.
 - (2) Tenant must provide the Authority with a copy of the applicable permit or registration as required by State or Federal Law for any weapons or firearms maintained on the premises. This permit and/or registration must be submitted to the Authority each year at time of re-certification.
 - (3) All firearms must be registered in the management office upon move-in and/or upon acquisition of the firearm.
- (s) To comply with all obligations imposed upon Tenants by applicable provisions of local building and housing codes materially affecting health and safety, such as prohibition against storing flammable liquids in the dwelling unit.
- (t) To maintain smoke detectors and to keep them operational at all times. Tenant is to take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (u) To avoid obstructing sidewalks, alleyways, galleries, passages, or stairs and not to use these for purposes other than entry to the premises or exit therefrom.
- (v) To refrain from hanging radio or television antenna on or from any part of the premises.
- (w) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- (x) To refrain from, and cause authorized members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet (except small birds or fish) on the premises of a HACC family development, unless a verified physical handicap warrants the use of an animal to assist the handicap, and then only with the written acknowledgement of the Authority.

- (y) All vehicles owned by the tenant and that will be housed on the Authority property must be registered with the Authority within 10 days of receipt of vehicle. To remove from Authority property any vehicle without current license tags and valid inspection stickers. To refrain from parking inoperable vehicles in any right-of-way or fire lane so designated and marked by the Authority. To refrain from parking on lawns and making automobile repairs on development site. To refrain from parking within 6 feet of the trash dumpsters.
Any inoperable or unlicensed vehicle as described above will be removed by the Authority at Tenant's expense if Tenant fails to voluntarily remove such vehicle(s) after having received written notice from the Authority.
- (z) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner and only in containers for the exclusive use of an individual Tenant family. To refrain from, and cause members of the Tenant's household or guest to refrain from, littering or throwing trash and debris in common areas or hallways.
- (aa) Tenant shall use reasonable care to keep dwelling unit in such condition as to ensure proper health and sanitation conditions for himself, his household and his neighbors. Tenant SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and/or on the grounds of the Development.
- (bb) Except for normal wear and tear, Tenant agrees to pay reasonable charges as posted in Development Offices for repair of damage to the leased premises or to the project caused by Tenant, his or her family, authorized household members or guests. Tenant agrees to pay reasonable charges as posted in the Development Office for maintenance services to areas assigned to Tenant.
- (cc) The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in drug-related criminal activity, on or near public housing premises. Such criminal activity shall be cause for termination of tenancy.
The term drug-related criminal activity means, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance" (as defined in section 102 of the Controlled Substances Act.
- (dd) Tenant, member(s) of Tenant's household, guest or other person(s) under Tenant's control shall not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other tenants or employees of the HACC.
- (ee) To give prompt prior notice to the Authority, in accordance with Section VIII here of, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (ff) To use reasonable care to keep dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
1. Not to commit any fraud in connection with any Federal housing assistance program,

2. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility services for such utilities.

IX. UNIT DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the premises are damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

- (a) The Authority shall be responsible for immediately mitigating the hazardous condition and for starting the repair of the unit within twenty-four (24) hours. If the damage was caused by the Tenant, Tenant's household, or guest, the reasonable cost of the repairs shall be charged to the Tenant.
- (b) The Authority shall offer standard, alternative accommodations in circumstances where necessary repairs cannot be made within a reasonable period of time. This may include temporary or permanent assignment to another public housing dwelling unit or temporary lodging at a hotel/motel at the expense of the Authority.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are unavailable, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, Tenant's household, or guest. Tenant shall be advised of right to request a grievance hearing in such instances.
- (e) If the Authority determines that the premises are uninhabitable such that there is imminent danger to the life, health, and safety of the Tenant, and suitable alternative accommodations are refused by the Tenant, this Lease shall terminate and unearned rent will be refunded to the Tenant.
- (f) Damages which are Tenant-caused shall be billed to Tenant. The Authority shall specify upon such bill the items of damage involved, the repairs required, and the cost of such repairs. The Authority may also take appropriate legal action against Tenant to terminate tenancy where hazardous conditions were created due to Tenants' negligence, abuse or criminal activity.

Tenant Responsibilities: Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent. [Authorization 966.4 (h)(1)]
Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.
The preceding paragraphs shall be construed as maintenance provisions only and shall not in any manner make the Authority an insurer of the premises.

X. INSPECTIONS OF UNITS

- (a) **Pre-Occupancy Inspection:** The Authority and the Tenant will be obligated to inspect the dwelling unit prior to occupancy by the Tenant. The Authority will give the Tenant a written statement of the condition of the premises (interior and exterior, as applicable) and any equipment provided with the unit. The certification of the condition of the unit at move-in shall be signed by the Authority and Tenant and a copy of the certification retained in the Tenant's folder.

- (b) **Annual Inspections:** The Authority will conduct, at least once yearly, a complete inspection of tenant's dwelling unit. A written statement of the conditions found at the time of the inspection will be given to the Tenant and maintenance. A copy will be placed in the unit file maintained by the site manager's office. A minimum of two (2) days written notice will be given to the Tenant by the management office prior to the actual inspection of the unit. Any deficiencies that have been caused by the Tenants' damage or neglect will be charged to the Tenant. The Authority may re-inspect the unit to ensure repairs have been made.
- (c) **Termination Inspection:** The Authority will inspect the unit at the time Tenant vacates the unit and give the Tenant a written statement of the Charges, if any, for which Tenant is responsible. Tenant and/or his representative may join in such inspection unless the Tenant vacates without notice to the Authority.
- (d) **Housekeeping Inspections:** The Authority will schedule a Tenant for an annual housekeeping inspection. The Authority may also conduct more frequent than annual inspections if there is a determination of a pattern or history of poor housekeeping which materially affects health or safety or the long-term viability of the dwelling unit.

XI. AUTHORITY'S RIGHT TO ENTER THE TENANT'S UNIT

- (a) **Tenant Rights and Responsibilities-**
 1. Tenant agrees that the duly authorized agent, employee, or representative of the Authority will be permitted to enter Tenant's dwelling unit during reasonable hours (8:00 A.M. to 6:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, examining the condition of the unit, extermination or showing the unit for releasing.
 2. If Tenant is not at home when the Authority comes to perform maintenance, Tenant's signed request for maintenance work shall constitute permission to enter the Tenant's unit. Without a work order signed by Tenant, no Authority representative will enter the unit to perform any maintenance other than emergency maintenance.
 3. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant, if the Tenant is absent from the dwelling unit when the Authority comes to perform maintenance. Tenant's request for maintenance shall constitute permission to enter.
- (b) **Authority Rights and Responsibilities-**
 1. The Authority is permitted to enter a dwelling unit for non-emergency reasons during reasonable hours upon two (2) days advance written notice to Tenant for the purposes specified above.
 2. The Authority may enter the Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
 3. In the event that the Tenant and all adult members of his or her household are absent from the dwelling unit at the time of entry due to an emergency, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry, and who to contact for more information.

XII. NOTICE PROCEDURES AND REQUIRMENTS

The Authority shall notify Tenant of specific grounds for any proposed adverse action against the Tenant by the Authority. *Adverse actions* include but are not limited to: proposed lease termination, transfer of Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities. Any notice to Tenant which may be required shall be written, and shall be deemed sufficient if given by the following means:

- (a) **By delivery in person to** Tenant or to an adult residing in the leased unit and who is listed on the lease; or
- (b) **By first class United States mail**, properly addressed to Tenant at such premises.
- (c) Any **eviction notices** shall be sent to Tenant by both first class mail and certified mail *return-receipt requested*. Another notice may be hand delivered to the premises. Return Receipt for Registered or Certified Mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) Where the Authority has prior knowledge that the Tenant is visually impaired all notices of the Authority to Tenant will be prepared in an appropriate visually-accessible format or hand delivered and read to the Tenant and witnessed by a third party.

Any notice by the Tenant to the Authority must be in writing and:

- (a) Delivered in person to the Authority's Central Office or Management Office; or
- (b) Sent by first-class mail, properly addressed to Authority's Central Office or Management Office.

Tenant is obligated to give the Authority fourteen (14) days advance written notice of intent to vacate. Failure to do so may result in the forfeiture of the Tenant's deposit.

XIII. TERMINATION OF THE LEASE

In terminating the Lease, the following procedures shall be followed by the Authority and the Tenant:

- (a) **This Lease may be terminated by the Authority only for serious or repeated violation of material terms and conditions of the lease, such as failure to fulfill the Tenant Obligations set forth in Section IX above, or for other good cause as defined under State or local law. Such serious or repeated violation of material terms shall include, but not necessarily be limited to:**
 - 1. The failure to pay rent or other charges when due.
 - 2. Repeated Late Payments, which shall be defined as three (3) late payments within any 12 month period. Late payment is defined to mean the failure to pay the amount of rent or other charges due after the stated due date on the Tenant billing.
 - 3. Failure to comply with the housekeeping standards established by the Authority in its adopted House Rules.
 - 4. Failure to maintain utilities which are to be Tenant-paid under the lease.
 - 5. Serious or repeated interference with the rights or obligations of staff or other Tenants.
 - 6. Misrepresentation of family income, assets, or composition which results in the family receiving benefit to which they would not otherwise be entitled.
 - 7. Failure to comply with family reporting requirements and to provide required verification/documentation.

8. Serious or repeated damage to the premises, creation of physical hazards in the unit, common areas, grounds, or parking areas of the development site.
9. Formal charges are brought against Tenant(s) by federal, state, or local law enforcement officials for any of the following crimes:
 - a. Murder
 - b. Rape
 - c. Child molestation
 - d. Arson
 - e. Discharging a firearm in or around the premises
 - f. Any drug-related criminal activity on or near the public housing premises.
 - g. Any other criminal activity committed in or around the premises which poses a threat to or endangers the health or safety of other Tenants or Authority employees.
10. Tenant being convicted of a felony by any court having jurisdiction if the felony was committed on or around the property of the Authority.
11. Alcohol abuse that the Authority determines interferes with the health, safety, or right peaceful enjoyment of the premises by other residents.
12. Drugs seized or confiscation of illegal weapons in a HACC unit by a law enforcement officer.
13. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control engaging in criminal activity, including drug-related criminal activity, on or near public housing premises.
The term "drug-related criminal activity" means, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
14. Continued refusal to permit Authority Representative access to unit to conduct an inspection, exterminate and/or to make necessary repairs.
15. Failure to occupy the dwelling unit for any thirty (30) consecutive day period, while this Lease is in effect, without good cause, and without prior notice to the Authority.
16. The conduct of Tenant is such that there is a likelihood that Tenant's presence on the premises may lead to personal injury to self or others or endangers the health and safety of other Tenant or Authority employees.

In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the event of participation of family members, and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not continue to reside in the unit. The Authority may require a family member who has engaged in the illegal use of the drugs to present evidence of successful completion of a state/local certified drug treatment program as a condition to being allowed to reside in the unit. The Authority may require the Tenant to consent to reasonable lease modifications as an alternative to eviction.

- (b) The Authority *shall give written notice of the proposed termination of the Lease of:*

1. **Non-Payment of Rent:** The Authority shall give the Tenant fourteen (14) days notice to pay or quit.
 2. **Serious threat to health or safety:** The Authority shall give Tenant a reasonable time considering the seriousness of the situation when the health or safety of other Tenants or Authority employees is threatened. However, in cases involving the creation of a threat to the health or safety of other Tenants or Authority employees, no minimum notice of termination period shall be required by this lease and the Authority may proceed as quickly as state/local law permits to terminate this Lease and recover possession of the premises.
 3. **Material Non-Compliance:** For all other lease violations Authority shall issue a written 30 day notice of intent to terminate.
- (c) When the Tenant is afforded the opportunity for a hearing under the Authority's grievance procedure, the notice to vacate, pursuant to New Jersey State Law, shall not be issued until the time period for the Tenant to request a hearing has expired, or if a hearing is requested, not until the grievance process has been completed and a written decision has been issued by the hearing officer or hearing panel. Any notice to vacate under state law may run concurrently with the Authority's notice for requirement under federal law.
- (d) Upon termination of this Lease by either the Tenant or by the Authority, Tenant shall be responsible for leaving the premises in a clean and sanitary condition, less normal wear and tear, before vacating the premises, and for returning the keys to the Authority when he/she vacates. If Tenant fails to leave the premises in a clean and sanitary condition, the Authority will complete such final cleaning. The Authority may deduct the reasonable cost of any such excessive cleaning from Tenant's security deposit.
- (e) The Authority shall notify the local post office serving the Tenant's premises that such individual or family is no longer a Tenant in the unit, when the Tenant has been evicted for engaging in criminal activity.
- (f) The Tenant is entitled to any notices required by the State of New Jersey Landlord Tenant Statutes. The Tenant will receive the benefit of the Federal or State notice whichever provides for the greatest length of time to cure the lease violation or to vacate the unit.
- (g) If the Authority elects to terminate this lease, it shall give Tenant a written Notice of Termination. The termination notice shall state the reason for termination of the Lease; shall inform Tenant of the right to make such reply as he/she may wish, and shall also inform Tenant of the right to request a hearing in accordance with the Authority's grievance procedure, specifying the period during which such request can be made.
- (h) The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the Authority's grievance procedure. [Authorization 966.4 (1)(4)(I)(ii)]
- (i) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the

proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [Authorization 966.4 (1)(5)(ii)]

When the Authority evicts a tenant from a dwelling unit for criminal activity, the Authority shall notify the local post office serving the dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit [Authorization 966.4 (1)(5)(ii)]

Tenant may terminate this lease at any time by giving thirty (30) days written notice as described in Section XIII above. Such notice may be hand-delivered or sent by first class mail properly addressed to the: Housing Authority of the City of Camden, Occupancy Division, 519 Federal Street, Camden, NJ 08101 or to such other address as the Authority may designate from time to time.

XIV. CHANGES AND NEW RELEASES

THIS LEASE, together with Tenant's application for initial admission, any subsequent application(s) for continued occupancy, Tenant's statements of income and of family composition, notices of future rent adjustments and any riders to this lease shall constitute and evidence the entire agreement between the Authority and Tenant.

- (a) Modification of this Lease must be accompanied by written amendment to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules and regulations. The Authority reserves the right to change the Lease from time to time, at its option, subject to applicable law and/or regulation.
- (b) The Authority shall provide at least 30 days written notice to the Tenant setting forth any proposed changes in the Lease. Tenant shall have an opportunity to present written comments which, subject to the requirements of law, shall be taken into consideration by the Authority.
- (c) **Tenant shall not be bound by a revised Lease or amendment to the Lease unless the Authority's offer is accepted the Tenant. However, failure by Tenant to timely accept the Authority's offer shall be "good cause" for termination of the existing Lease.**

XVI. GRIEVANCE PROCEDURE

- (a) Disputes which may arise under this Lease shall be resolved pursuant to the Grievance Procedure, if any, which is in effect at the time such grievances arise, and which procedure is incorporated herein by reference. Lease termination for any reason set forth in Section XIII (a)(12) shall not be grievable under the Authority's Grievance Procedure, pursuant to HUD's Due Process determination.
- (b) The following is a summary of the Grievance Procedure. Tenant is advised to consult the full text of the procedure, which shall be in the Management office at each development site. Failure of Tenant to exercise any right or remedy provided by the grievance procedure shall not affect the Tenant's right to seek judicial relief.

(bb) Informal Settlement Phase

If a Grievable Dispute arises:

1. Tenant submits request for an informal meeting to the Authority's Central Office or to the Manager of the development site where the Tenant's unit is located within ten (10) working days of dispute for an informal meeting in an effort to settle the dispute.
2. The Manager or other authorized Authority representative must set up an informal meeting in an effort to bring dispute to settlement within ten (10) working days of Tenant's oral or written request.
3. *Summary of Discussion* will be sent to Tenant within five (5) working days following the informal meeting.
4. The written summary shall include:
 - Names of participants, date(s) of meeting, nature of proposed resolution of dispute/complaint, reasons for decision, and the procedures for Tenant to follow to request a formal hearing, if not satisfied.

(bbb) Formal Settlement Phase

1. Within five (5) working days of the Tenant's written request for a formal grievance hearing the Authority and Tenant must select a Hearing Officer.
2. If Tenant and the Authority cannot agree on a Hearing Officer within five (5) working days then each party shall appoint one (1) member to a Hearing Panel and those two members shall select a third member within five (5) working days.
3. Hearing must be scheduled within eight (8) working days of the selection of the hearing officer/panel at a time convenient to both the Tenant, the Authority, and the Hearing Officer/Panel.
4. A written decision will be forwarded to both the Tenant and the Authority within ten (10) working days of the close of the grievance hearing.
5. If decision is unacceptable to the Tenant, he/she may pursue judicial relief as provided for by state or local law.
6. A Request for a formal hearing involving rent requires the Tenant to deposit an amount equal to rent due as of first of month preceding month in which act or failure to act took place.
7. Tenant's failure to make the required payments to the escrow account prior to the close of the hearing shall result in the termination of the tenant's right to a grievance for the dispute involving rent.

XVI. WAIVER OF LEASE PROVISIONS

No failure of the Authority to commence action to terminate this Lease upon learning of good cause for such termination shall preclude the Authority from later instituting such action for the same or other good cause. Further, no waiver of any condition or covenant of this Lease by the Authority shall be deemed to imply or constitute a further waiver of this or any other condition or covenant.

XVII. REVISIONS AND ADDENDA

This Lease evidences the entire agreement between the Authority and Tenant, and any changes or modifications of the Lease may be accomplished only by a written rider to this Lease executed by both parties, or by a new Lease, except for changes or modifications as are otherwise affected as provided herein. All notices of Rent Adjustment will be incorporated into this Lease by reference. Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the office at the development site and shall be furnished to applicants and Tenants upon request. Such schedules, rules and regulations may be modified from time to time by the Authority provided that the Authority will give at least thirty (30) days written notice to each affected Tenant setting forth the proposed modification(s), the reason therefore, and providing Tenant an opportunity to present written comments which shall be taken into consideration by the Authority prior to the proposed lease modifications becoming effective. A copy of such notice shall be:

- a. Delivered directly or mailed to each Tenant; or
- b. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Community office, if any, or if none, a similar central business location within the Community.

Tenant shall not be bound by a revised Lease or amendment to the Lease unless the Authority's offer is accepted by Tenant. However, failure by Tenant to timely accept the Authority's offer shall be "good cause" for termination of the Lease.

XIX. SIGNATURE CLAUSE

This Lease is executed on this

**For The Housing Authority of the
City of Camden:**

By: _____
Signature

Title: Property Manager

For the Tenant Family:

Tenant: Head of Household

Tenant: Co-Head of Household

Tenant: Adult Member of Household

Tenant: Adult Member of Household

Tenant: Adult Member of Household

Tenant: Adult Member of Household

(The term "Tenant" means any member of the household who is eighteen (18) years of age or older.)

LEASE RIDERS

(A) MISREPRESENTATION NOTICE

IN APPLYING FOR AND OBTAINING THIS LEASE, THE FOLLOWING FEDERAL LAW MAKES A CRIME TO CONCEAL FACTS OR TO MAKE STATEMENTS WHICH ARE KNOWN TO BE FALSE:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both. 18 U.S.C. Section 1001

(B) LEASE AMENDMENT DUE TO CHANGES IN FAMILY COMPOSITION

This lease is hereby modified to:

Add or Delete	Name Below	Tenant's Signature	HACC Rep.	Date

(C) GENERAL CONDITIONS

- Under no circumstances shall a resident, his children, or guest destroy safety equipment, empty fire extinguishers or remove fire hoses from racks.
- All garbage and trash shall be placed within trash dumpsters where provided. If dumpsters are not provided, residents are to place their trash at the trash pick-up point only on the night before the trash pick-up day. Trash pick up information may

- be obtained from the Management Office. Parking within 6 feet of the dumpsters is prohibited.
3. Parents and or Guardians are expected to exercise control over the conduct and activities of their children so as to avoid abuse of public property or annoyance of the general public.
 4. Pets are not permitted on the premises without the prior written approval of the manager.
 5. Under no circumstances shall the resident, his family, friends or guest annoy the peace and quiet of other residents in the neighborhood. After 10:00 P.M. all loud and disturbing noises such as televisions, radios, and stereos and loud conversations should be lowered to a reasonable volume. Loud speakers shall not be placed in windows or hallways at any time.
 6. Parking or driving in areas not so designated is prohibited and subject to being ticketed or towed by the Camden Police Department.
 7. Motorbikes are not permitted on the development site.
 8. Verbal and physical abuse of Authority personnel will not be tolerated.
 9. Residents are responsible for keeping their lawns and other assigned areas neat and free from litter.
 10. Boarders, lodgers or the sub-letting of your unit is prohibited.
 11. No fuel-burning space heaters are allowed in the units.
 12. The storage of fuel on the premises is prohibited.
 13. Shooting of firearms in any way is prohibited (i.e. New Years Eve Celebrations).

(D) HOUSEKEEPING STANDARDS

In an effort to improve and maintain the habitability and condition of the dwelling units owned and managed by the Authority, uniform standards for Tenant housekeeping have been developed for all Tenant families.

1. Authority responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit annually to determine compliance with these standards. Upon completion of an inspection the Authority will notify the Tenant in writing if he/she fails to comply with the standards. The Authority will advise the Tenant of the correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Training is mandatory in complying with the Housekeeping Standards.
2. Tenant Responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation of the lease terms and can result in eviction.
3. Housekeeping Standards: Inside the Dwelling Unit(Interior):
 - (a) **General-**
 - Walls**: should be clean, free of dirt, grease, holes, cobwebs, fingerprints, (only white paint should be used on walls), nails, paneling, screws, cork, mirror tiles, contact paper, wall paneling and wall paper.
 - Floors**: should be clean and free of hazards.
 - Ceilings**: should be clean and free of cobwebs. Only white paint should be used for ceilings.
 - Windows**: should be clean and not nailed shut. Shades should be cleaned and properly stored.
 - Woodwork**: should be clean, free of dust, gouges, or scratches.
 - Doors**: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
 - Heating units**: should be dusted and access uncluttered.
 - Trash**: shall be disposed of properly and not left in the unit. Entire unit should be free of rodent or insect infestation. Recycling shall occur pursuant to current or future provisions of local requirements.
 - (b) **Kitchen-**
 - Stove**: should be clean and free of food and grease.
 - Refrigerator**: should be clean. Freezer door should close properly and freezer have not more than one inch of ice.
 - Cabinets**: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Do not store heavy pots and pans under the sink.
 - Exhaust Fan**: should be free of grease and dust.
 - Sink**: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - Food storage areas**: should be neat and clean without spilled food.
 - Trash/garbage**: should be stored in a covered container at the rear of each unit until removed to the disposal area. Tenants shall furnish their own trash

- cans with lids.
- (c) **Bathroom-**
Toilet and tank: should be clean and odor free.
Tub and shower: should be clean and free of excessive mildew and mold.
Where applicable, shower curtains should be placed, and of adequate length.
Lavatory: should be clean
Heater Rooms: should not be used as a storage area for any items or property (drying clothes, toys etc.)
Floor: should be clean and dry.

- (d) **Storage Areas-**
Linen Closet: should be neat and clean.
Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
Other storage areas: should be clean, neat and free of hazards.

- (4) Housekeeping Standards: Outside the Dwelling Unit (Exterior)
The following standards apply to family and scattered site developments only; some standards apply only when the area noted is for the exclusive use of the Tenant:

- (a) **Front and Rear Yards:** should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
(b) **Porches (front and rear):** should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit, this also applies to balconies. Exterior walls should be free of graffiti.
(c) **Steps (front and rear):** should be clean and free of hazards.
(d) **Sidewalks:** should be clean and free of hazards
(e) **Storm Doors:** should be clean. Windows and screens should be cleaned and properly stored.
(f) **Parking lot:** should be free of abandoned cars. There must be no car repairs in the lots.
(g) **Hallways:** should be clean and free of hazards.
(h) **Stairwells:** should be clean and uncluttered.
(i) **Laundry areas:** should be free of debris, motor vehicle parts, and flammable materials.

(E) "ADDITIONAL LITERATURE"

If indicated by an (x) below, the Authority has provided the Tenant with the following pamphlet or information;

- | | |
|----------------------------|----------------------------------|
| (X) Pet Policy | (X) Standard Maintenance Charges |
| (X) Lead Paint Poisoning | (X) Landlord/Tenant Registration |
| (X) Housekeeping Standards | (X) Truth in Renting |

NOTE: Violation of any house rule which materially affects health or safety or which reduces the value of the property of the Housing Authority of Camden constitutes material non-compliance with the lease and can result in an eviction action.

Head of Household Date

(F) STATEMENT FOR RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renters". The above information has been thoroughly explained to me. I/We understand the possibility that lead based paint may exist in my unit.

By the signature(s) below I/we also acknowledgement that the provisions of Part II of this Lease Agreement have been thoroughly explained to me and I/we agree to be bound by its provisions and conditions as written. I/we further understand that the amounts reflected at II(c), "Other Charges" may periodically change and that all Tenants will be given at least 30 days advanced notice of such change.

Tenant: _____

Tenant: _____ DATE: _____

Tenant: _____

Tenant: _____ DATE: _____

HOUSING MANAGER: _____

DATE: _____

WITNESS: _____

OFFICE ADDRESS: 200 MICKLE BLVD, CAMDEN, NJ 08105

HOURS: 8:30 AM – 4:30 PM MONDAY - FRIDAY

TELEPHONE NUMBER: (856) 968-6140, 6141, 6142

EMERGENCY TELEPHONE NUMBER
(609) 966-0549
Monday through Friday after 4:30 P.M.,

Weekends and Holidays

(G) LISTING OF CFR CITATIONS

Leasing and Grievance: Final Rules

24 CFR 966.4

Overview of Lease and Grievance Regulation

24 CFR 966.4

HUD Handbook 7465.1, REV-2, Chapter 4

Tenant's Opportunity for Comment

24 CFR 966.3

Identification of Party and Premises

24 CFR 966.4 (a)

Payments Due under Lease

24 CFR 966.4 (b)

Rent Determination

24 CFR 966.4 (c)

Tenant's Right to Occupancy

24 CFR 966.4 (d)

PHA'S Obligations

24 CFR 966.4 (e)

Tenant's Obligations

24 CFR 966.4 (f)

Tenant Maintenance

24 CFR 966.4 (g)

Defects Hazardous to Life, Health or Safety

24 CFR 966.4 (h)

Tenant-Caused Damage

24 CFR 966.4 (h)

Preoccupancy and Pre-termination Inspections

24 CFR 966.4 (i)

Entry of Premises During Tenancy

24 CFR 966.4 (j)

Notice Procedures

24 CFR 966.4 (k)

Termination of Lease

24 CFR 966.4 (L-1)

Grounds for PHA Termination

24 CFR 966.4 (L-2)

Lease Termination Notice Requirements

24 CFR 966.4 (L-3)

Grievance Hearing Needed

24 CFR 966.4 (L-3)

Grievance Hearing Not Needed

24 CFR 966.4 (L-3c(v))

Eviction by Court Action

24 CFR 966.4 (L-4)

Eviction for Criminal Activity

24 CFR 966.4 (L-5(i))

Notice to Post Office of Eviction for Criminal Activity

24 CFR 966.4 (L-5(ii))

Right to Examine PHA Documents before Grievance Hearing or Trial

24 CFR 966.4 (M)

Grievance Procedures

24 CFR 966.4 (N)

Provisions for Modifications

24 CFR 966.4 (O)

Signature Clause

24 CFR 966.4 (P)

Accommodation of Person with Disabilities

24 CFR 966.7

Ceiling Rents: Purpose

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

PHA Authority to Set Ceiling Rents

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

Setting Ceiling Rents

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

Ceiling Rent: Based on Dwelling Units

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

Ceiling Rent: Time Limitation

HUD Notice PIH 92-8(PHA); Subject: Ceiling Rents in Public Housing, dated February 7, 1992

Requirements of ACC

Fair Housing Amendments Acts of 1988 (Amends Title VIII of Civil Rights Act of 1968)

Assignment of Units

Fair Housing Amendments Acts of 1988 (Amends Title VIII of Civil Rights Act of 1968)
Handicap Nondiscrimination 504 Regulations, effective 7/11/88

Attachment G4

SMOKING POLICY

HOUSING AUTHORITY OF THE CITY OF CAMDEN NON-SMOKING/SMOKE-FREE POLICY

WHEREAS, the Housing Authority of the City of Camden's (hereinafter, "Housing Authority" or "HACC") seeks to mitigate the irritation and known health effects of secondhand smoke in and around Housing Authority buildings and grounds; and

WHEREAS, the Housing Authority mission, pursuant to the terms of its Residential Lease Agreement and state and federal law, is to provide safe, secure, and decent housing, including reducing the risk of residential fires and fire-related casualties in multi-unit housing resulting from careless smoking, where even one incident puts all residents at risk; and

WHEREAS, the Housing Authority seeks to reduce increased maintenance and cleaning costs resulting from smoking, as well as the higher cost of property insurance for coverage of non-smoke-free buildings and grounds;

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has promulgated a proposed rule instituting smoke-free public housing [Docket No. FR 5597-P-02] which will require Public Housing Authorities ("PHAs") to establish a policy prohibiting lit tobacco products and other smoking-related products, described and defined herein; and

WHEREAS, HUD has determined that the advantages of smoke-free housing policies were sufficient to warrant action by HUD to promote the voluntary adoption of smoke-free policies by PHAs; and

WHEREAS, the Housing Authority has ascertained that its Non-Smoking/Smoke-Free Policy is consistent with current state and local laws;

NOW THEREFORE, pursuant to the powers vested in the Housing Authority's Board of Commissioners, and in accordance with N.J.S.A. 2C:18-3(b), the Housing Authority hereby adopts the following Non-Smoking/Smoke-Free Policy (hereinafter, "Policy") effective as of the date approved by the Housing Authority of the City of Camden Board of Commissioners:

- 1. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product, as well as marijuana (whether medicinal or not) or any other similar lighted product in any manner or in any form, including, but not limited to e-cigarettes and/or water pipe tobacco smoking (also known as hookahs).
- 2. Non-Smoking Areas.** Smoking is strictly prohibited in all residential dwelling units and common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, playground areas, entry ways, porches, grounds, balconies and patios. Residents and members of the residents' household shall not smoke anywhere in said Non-Smoking Area. The residents may not permit any guests or visitors under the control of the resident to smoke in said Non-Smoking Area.
- 4. Designated Smoking Area:** The Housing Authority may, at its discretion, permit smoking only in specified open-air areas that are at least 25 feet away from a Housing Authority building and identified with clear signage as a "Designated Smoking Area."
- 5. Residents to Promote Non-Smoking Policy and to Alert the Housing Authority of Violations.** Residents shall inform residents' guests or visitors of the non-smoking policy. Residents are also

encouraged to promptly submit to the Housing Authority a written statement of any incident where smoke is migrating into the resident's unit from sources outside of the resident's unit.

6. **Resident Financial Responsibility.** The Housing Authority will hold residents financially responsible for the mitigation of any damages caused by smoking in the resident's unit or caused by smoking in Non-Smoking Areas on the Housing Authority's premises. Costs incurred may include but are not limited to cleaning, sealing, painting, deodorizing, duct cleaning, replacement of fixtures and various surface materials, and if applicable, the Housing Authority's property insurance deductible.
7. **The Housing Authority to Promote Non-Smoking Policy.** The Housing Authority shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous locations adjoining the grounds of the Non-Smoking Area.
8. **The Housing Authority is Not a Guarantor of Smoke-Free Environment.** The Housing Authority's adoption of a non-smoking living environment does not make the Housing Authority the guarantor of the residents, members of the residents' households or their guests/visitors health or of the non-smoking condition of the resident's unit and the common areas. However, the Housing Authority shall take reasonable steps to enforce the non-smoking terms in the Residential Lease Agreement or related Addendum (collectively, the "Lease"), and to make the Non-Smoking Area as smoke-free as is reasonably possible. The Housing Authority is not required to take steps in response to smoking unless the Housing Authority is aware of said smoking or has been given written notice of said smoking.
9. **Effect of Breach and Right to Terminate Lease.** A breach of this Policy as stated in the Lease shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Policy shall be a material breach of the Lease and grounds for termination of the Lease by the Housing Authority.
10. **Disclaimer by the Housing Authority.** The Housing Authority's adoption of a non-smoking living environment does not in any way change the standard of care that the Housing Authority would have to a resident's household to render buildings and premises or grounds designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental property. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, grounds or resident's dwelling unit will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warrant or assert that the dwelling unit, common areas or grounds will be free from secondhand smoke. The Housing Authority's ability to police, monitor or enforce the Policy and related Lease provisions is dependent in significant part on voluntary compliance by the residents and residents' household members and/or guests. The Housing Authority does not assume any higher duty of care to residents or residents' household members and/or guests who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.

Attachment G5

**FIRE
POLICY**

THE HOUSING AUTHORITY OF THE CITY OF CAMDEN

"Because We Care"

DEPARTMENT: Asset Management

POLICY: Fire

PURPOSE: This Fire Policy shall apply to all Housing Authority of the City of Camden (HACC) owned and/or privately managed housing developments.

HACC shall take all possible steps to prevent injury and property loss from fire, to include, regular unit inspections to identify any health and safety matters, annual testing of unit smoke alarms and carbon monoxide detectors, as well as, resident education and lease enforcement.

RESPONSIBILITY: The Asset Management Department with the assistance of the Director of Security & Risk Management shall have the responsibility of implementing and enforcing the Fire Policy.

PROCEDURE:

A. NOTIFICATION

When a Fire occurs the City of Camden Fire Department shall be called by HACC.

Site Management will notify the Director of Asset Management and the Director of Security & Risk Management or their designees.

Site Management Staff shall within 24 hours of the fire (i) complete the required Incident Report which will be submitted to the Director of Security and Risk Management or their designees and (ii) notify the HACC Executive Office of the occurrence of the fire.

Site Management staff shall obtain as quickly possible an official report from the City of Camden Fire Department.

Site Management staff shall notify site Maintenance Staff, (once given approval from the City of Camden Fire Department) to secure the unit.

If the fire results in loss of life or extensive property damage, the Director of Asset Management and/or the Director of Security & Risk Management or their designees will notify the HACC Executive Office immediately.

B. LEASE ENFORCEMENT

HACC staff, while at the location of the fire, shall seek to obtain a verbal or "on the spot" report for the cause of the fire from the Fire Marshal.

1. If the cause of the fire has been determined not to be tenant-caused, then HACC will immediately seek to re-house the family; provided that, the unit has been deemed unsafe or uninhabitable. If the unit is unsafe or uninhabitable, HACC will offer the family a unit, similar to the unit they were residing in. The offer may also include a unit at a different housing development. If the resident refuses the unit offer, HACC will follow the procedure outlined in Chapter 12 of the ACOP relating to the HACC transfer policy.
2. If the cause has been determined to be tenant-caused, HACC will not immediately re-house the family. HACC will attempt, if possible, to find alternative housing, for the family (i.e. Red Cross or with a relative). HACC will issue a Notice to Quit – Terminating Lease, outlining in detail the reason(s) for termination of the tenant lease. The family may file a grievance in accordance with Chapter 14 of the ACOP entitled "Grievance and Appeal".
3. If the lease is not terminated, the Director of Asset Management and Property Manager, with the assistance of the Legal Department, shall convene a conference with the family to discuss the incident. The family must agree to re-pay the insurance deductible and, unless paid, will be issued a Notice to Cease. A memorandum shall be placed in the resident's file describing the review process and the mitigating circumstances which led to the decision not to terminate the resident's lease. Repayment will be in accordance with Chapter 16 Program Administration Part III. Family Debts to the PHA, III.B Repayment Policy.

C. REQUEST FOR HEARING

1. At any time the resident disputes HACC's action or failure to act in accordance with the resident's signed lease or this policy, the resident shall provide a written request to the Property Manager to have a hearing; provided that, the request is made within the required timeframe. Please refer to Chapter 14 entitled "Grievances and Appeal" of the ACOP. If no request is made or if the request is not made within a reasonable time (10 business days) as defined in Chapter 14 Grievances and Appeal of the ACOP, the resident shall be deemed to have waived their right to an informal hearing.

Attachment G6

**ONE
STRIKE**



HOUSING AUTHORITY OF THE CITY OF CAMDEN

"ONE STRIKE AND YOU'RE OUT" POLICY

1. Purpose

It is the policy of the Housing Authority of the City of Camden (HACC) that all public housing low rent conventional and Section 8 assisted residents and families shall enjoy decent, safe and sanitary living conditions.

2. Authority

Drug related criminal activity, any other criminal activity, and drug and alcohol abuse in our community increases resident fear and decreases unit marketability. Therefore, HACC will not tolerate such behavior from its applicants or residents.

3. Definitions

Drug related criminal activity is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance, or have it possession of one's person or in their dwelling unit and drug related paraphernalia.

4. Procedures for Applicants

The Authority shall screen out and deny admission to any applicant who:

- A. Has a recent history of criminal activity involving crimes to persons or property and/or criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
- B. Was evicted from any assisted housing program within three years of the date of application because of drugs; related criminal activity;
- C. The Authority has determined the individual to be illegally using a controlled substance;
- D. The Authority has determined the individual to be abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- E. The Authority has determined that there is reasonable cause to believe that the applicants pattern of illegal use of a controlled substance or pattern of abuse may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents;

F. Anyone convicted of manufacturing methamphetamine will automatically be denied admission to Public Housing or Section 8 as requested by the Quality Housing Work Responsibility Act (QHWRA);

G. The Authority may waive policies prohibiting admissions in these circumstances if the applicant demonstrates to the Housing Authority's satisfaction that the applicant is no longer engaging in illegal use of a controlled substance or abuse of alcohol and;

i. The applicant can present credible, verifiable evidence of successful completion of a treatment program and evidence of remaining drug-free at least 2 years following the program or;

ii. The applicant can present credible, verifiable evidence of having otherwise been rehabilitated successfully and evidence of remaining drug-free at least 2 years following the rehabilitation.

5. Procedures for Residents

The Authority shall terminate the tenancy of any resident family whose members (including) foster children and/or live-in aides), guests, or other invitees who:

A. The Authority has determined is illegally using a controlled substance;

B. The Authority has determined that the resident's abuse of alcohol, interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

C. The Authority has determined to be engaging in drug-related criminal activity on or off the premises;

D. Possession of drug paraphernalia;

E. Criminal activity involving crimes to persons or property and/or criminal acts that affect the health, safety or right to peaceful enjoyment of the premises by other residents;

F. Engages in activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

G. Anyone convicted of manufacturing methamphetamine will automatically be denied admission or continued occupancy to Public Housing or Section 8 as required by the Quality Housing Work Responsibility Act (QHWRA).

H. Further, the Housing Authority will issue a defiant trespass notice to such evicted persons or families restricting them from entering into any Camden Housing Authority property or unit under lease in Section 8 for any reason. Persons violating said notice may be subject to arrest as disorderly person and face penalties up to six months in jail and \$1,000.00 in fines; or as amended.

6. Procedures for Housing Authority

A. The Authority shall track crime related problems at its developments and at units under lease under the Section 8 Program and report any incidence of crime to the local police authorities to improve law enforcement and crime prevention

- i. The Housing Authority will forward to the local police authorities any resident complaints received concerning crime related problems; and
- ii. The Housing Authority will review the police reports and newspaper articles concerning crime related problems with our residents and bring the problems to the attention of the proper local police personnel.

B. The Housing Authority shall document that it is meeting its goals under the implementation plan for any drug prevention or crime reduction program funded by the U.S. Department of Housing and Urban Development or other funding source and being administered by the Housing Authority.

I have read and understand the "One Strike You're Out" Policy. I further understand that this policy applies to all applicants and residents of the Housing Authority of the City of Camden and supersedes any related provisions in all admission, administrative and continued occupancy agreements.

Applicant/Resident Signature _____

Date _____

Attachment G7

COMMUNITY ROOM

Housing Authority of the City of Camden (HACC)

Community Room Policy

The Housing Authority of the City of Camden Community Rooms are available for use by all individuals and groups authorized by respective Resident Council Boards and the HACC. This Policy states the established rules and guidelines to assure enjoyment of these facilities. Individuals or groups using HACC Community Rooms are required to comply with the rules and guidelines governing the same. Failure to comply could result in the individual's or group's future use of HACC Community Rooms being denied.

Utilization of Community Rooms

Residents have access to the Community Rooms during regular HACC business hours unless activities, events or programs have been previously scheduled. A monthly events/activities schedule will be posted in the Site Management's Office and in the Resident Council Board's Office.

The Property Manager and/or Resident Council Board designees will ensure that events or programs are scheduled accordingly.

Residents in good standing (tenants whose rents are current and have no pending lease violations) may rent a Community Room for the following permitted activities: meetings, parties, receptions, and other social and cultural activities. Certain other uses may be allowed provided prior written approval has been obtained from the Resident Council Board and/or HACC Administration. The Community Rooms are generally available to rent for a maximum of four (4) hours per event Saturdays and Sundays between the hours of 10:00 a.m. and 8:00 p.m. All events must end no later than 8:00 p.m. (including time for clean-up). Scheduled time for setting up the event is no more than one (1) hour before the event. The Property Manager's or Resident Council Board's designee will coordinate with the Resident renting the Community Room the times for walk through prior to event set-up and after event clean-up.

A request to rent and use the Community Room should be submitted at least four (4) weeks prior to the event. Any event request submitted less than four (4) weeks prior to the event may be accepted depending on the availability of the requested Community Room. The *Request for Use of Community Room and Event Contract* ("Request Form") is available in the Management Office and/or the Resident Council Board Office.

Description of Facilities

The HACC Community Rooms are located at the various housing development sites, and are of various size and amenities. Such amenities may include a kitchen or kitchenette which may have a stove/oven, microwave, and/or refrigerator. Use of the appliances are included in the rental fee. NO cooking, including frying, of any type of food is permitted in the Community Room's kitchen or kitchenette. The stove/oven may only be used to warm food and must be turned off and cleaned after use. All food or drinks must be removed from the refrigerator at the conclusion of the event or it will be discarded. The rental party may not use any pots, pans, dishware,

glassware, utensils, etc. that may be in the kitchen or kitchenette. The Community Room, including its furnishings, must be left in the condition received. There will be a walk through prior to event set-up and after clean-up.

Rental Fees

The current rental fee and security deposit for a maximum of four (4) hours are posted in the Management Office and the Resident Council Board's Office. A deposit is required when submitting the Request Form and must be paid by money order or cashier's check only. The rental fee, also paid by money order or cashier's check only, must be paid at least seven (7) days before the event; and may be hand delivered to the Management Office or Resident Council Board's Office Monday through Friday, 8:30 a.m. to 4:30 p.m. Personal checks or cash will not be accepted. The deposit will be returned within five (5) business days after the event, minus any charges for any damage or clean-up costs, or use of the room beyond the agreed end time.

Community Room Rules

1. The Resident renting the Community Room is responsible for the conduct of all guests, participants, visitors or other persons; and/or for any damages they may cause to the Community Room and/or HACC property.
2. The Resident renting the Community Room MUST remain in the Community Room during the ENTIRE event.
3. Children utilizing Community Rooms MUST be supervised by responsible adults at ALL TIMES AND MUST NEVER BE LEFT UNATTENDED whether inside or outside of the Community Room or HACC's adjoining facilities.
4. Absolutely NO alcoholic beverages, drugs, smoking or weapons are permitted in the Community Rooms or HACC's adjoining facilities.
5. The Resident renting the Community Room must keep music and noise to a minimum so as not to disturb the peaceful accommodation of other residents.
6. The Resident renting the Community Room is responsible for cleaning up the Community Room after the event, including removing of all trash, balloons, decorations, etc. from the Community Room and adjacent facilities, including the outside parking lot and lobby area. The Resident will be charged a fee if HACC Staff or designee is required to clean the Community Room.
7. Balloons must be secured with paper weights. NO FLOATING BALLOONS PERMITTED.
8. The Resident renting the Community Room will be responsible for any furnishings, equipment and/or materials missing from the Community Room, and the Camden County-Metro Police Department will be notified.

9. The event participants must use the front door entrance only. The side or rear door in the Community Room should not be open at any time.

10. Failure to comply with these Community Room Rules will result in the Resident being refused future use of HACC's Community Rooms.

Agreement

The Request Form contains the following provisions:

In consideration for the Housing Authority of the City of Camden (HACC) allowing the use of its Community Room, the Resident renting the Community Room agrees to indemnify and hold HACC and its officers, agents and employees harmless for any and all liability claims, costs and attorney fees arising out of the use of the Community Room as stated herein. This means that that HACC is indemnified from any losses or damages resulting from the acts or omissions of any guest, participant, visitor or other person attending the event as stated herein.

If any charges for damages and/or cleanup are required and the charges exceed the amount of the security deposit, the balance due will be charged to the tenant account of the Resident who is renting the Community Room.

HACC or its designated representative reserves the right to cancel or interrupt the event if the representations and/or agreements set forth herein are not adhered to, or if HACC or its designated representative determines that a situation or situations that might lead to personal injury or death, property damage or loss, or violation of federal, state and/or local laws exist, without recourse.

REVIEW INSURANCE LANGUAGE AND PROVISION OF SECURITY WITH GARY

A. Some events may require proof of insurance and be subject to a noise ordinance. An application for the utilization of a Community Room must be in writing and submitted to the center designee no less than thirty (30) days prior to the requested event. Upon submission of the request, the Facility Manager or his/her designee will approve or deny the request within two (2) days of the submission. Such activities will be covered by HACC group insurance after permission is given; provided that there are no alcoholic beverages, drugs or any illegal activities conducted during use of the premises.

B. The Resident Council Board will be responsible for securing the building, and providing a security guard for each event such as wedding parties, teen parties, dances or other similar events. A security guard is not needed for activities such as meetings, conferences, or workshops, and attendance of a security guard will be at the discretion of the site manager or designee.

WILL THE RESIDENT REQUESTER HAVE TO PAY AN ADDITIONAL FEE FOR A SECURITY GUARD?

HOUSING AUTHORITY OF THE CITY OF CAMDEN
COMMUNITY CENTER EVENT RENTAL/USE AGREEMENT

HACC COMMUNITY CENTER:

Organization: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone(s): _____
Contact Person: _____

Description of Event: _____
Booking Fee: _____ Deposit: _____

HACC STAFF OPENING & CLOSING: _____

Room Rental Date _____ Hall Rental Hours Requesting: _____
Opening Time: _____ Closing Time: _____

Booking Fee: _____ Date Paid: _____ Check No. _____

Final Payment: Due Date: _____
Check No. _____

Rental Insurance Verification: (Y / N)
Company Name & Address: _____
Phone Number: _____
Policy # _____

PLEASE MAKE CHECKS PAYABLE TO (HACC)
Please put the name of the Community Center Site in the MEMO area.

Signed (Renter): _____ DATE: _____
HACC Representative: _____ DATE: _____

***** THERE ARE ABSOLUTELY NO**
ALCHOLIC BEVERAGES
PERMITTED IN, OR ON THE GROUNDS OF ANY HACC COMMUNITY CENTER
AT ANY TIME.***



HOUSING AUTHORITY OF THE CITY OF CAMDEN

2021 WATSON STREET, CAMDEN, NEW JERSEY 08105
TELEPHONE: (856) 968-2700 FAX: (856) 968-2754

Victor D. Figueroa
Executive Director

Deborah Person-Polk
Board of Commissioners
Chairperson

HACC COMMUNITY CENTERS RENTAL AGREEMENT POLICY

Patricia Gibson
Vice-Chairperson

HACC Board of Commissioners / Resident Association's, and Resident Management Corporation Rental Policy Agreement.

Maria Correa
Commissioner

This document is to serve as an agreement on the terms and conditions of the rental of ALL, HACC Community Centers, between the HACC Board of Commissioners, the Resident Associations, and Resident Management Corporation.

Deborah Keys
Commissioner

March 1, 2017

Delores Showell
Commissioner

❖ Booking Fees;

Nohemi Soria
Commissioner

- Regular Rental Amount: \$300.00
- Re-pass Rental Amount: \$150.00
- Booking Deposit: \$150.00 (non-refundable)

Vacant
Commissioner

❖ Shared Payments for Community Center Rentals:

- Resident Associations Amount to be Paid Per Rental: \$150.00
- HACC Amount to be Paid Per Rental: \$150.00

Effective Beginning
Date

April 1, 2017

❖ Rental Insurance

Each rental event must provide their own liability insurance. Each contract is to have the following insurance verification attached:

- Insurance Company Name
- Address:
- Phone Number:
- Contact Person:
- Policy Number:
- Policy Amount:

❖ Rental Payment Information;

➤ All Checks are to be made payable to;

- HACC Resident Assoc. Rental Account
- The Name of the Community Center Site is to be placed in the MEMO area.

❖ Contracts;

- Must be signed and dated by a representative from;
- Signed (Renter): _____ DATE: _____
- HACC Representative: _____ DATE: _____
- Each HACC Rental Contract must be signed at the end of page 4, the final page. attachment sheet by the renter. Page 4 must be attached to both the renter's copy, and the copy retained by HACC.

***** THERE ARE ABSOLUTELY NO**
ALCHOLIC BEVERAGES
PERMITTED IN, OR ON THE GROUNDS OF ANY HACC COMMUNITY CENTER
AT ANY TIME.***

ATTACHMENT A

HACC COMMUNITY CENTER RENTAL/USE AGREEMENT

Community Center Rental Agreement is non-transferable and is only valid for the rooms, times and event(s) specified in the rental contract. Renter/User agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, HACC reserves the right to VOID the agreement.

RENTAL RATES/PAYMENT/OTHER FEES

1. **Booking fee:** rentals require a non-refundable booking fee of \$150, paid in advance. This booking fee applies to all renters/users of the Center or exterior use of the HACC Community Center grounds. This one - time fee will be paid by all renters/users.
2. The rental payment is due in full 14 days before the scheduled event date or at the time of the reservation, whichever come last. Checks are made payable to as stated previously.
*** On-going renters/users must pay their rent on the first day of each month.
3. **Rental hours: Earliest Opening: 11:00am / Latest Closing: 7:00pm** (All setup and breakdown **MUST** be within these hours.)
4. **Cancellation of Agreement:** The Center reserves the right to discontinue any rental contract if the activity proves disruptive to neighbors or concurrent users. The agreement can also be cancelled if the renter/user does not adhere to the terms of the contract.

LIABILITY/LICENSES/ADVERTISING/TICKET SALES

1. If the:
 - a. Center is destroyed or damaged by fire, extreme weather event or any other situation out of the center's control, this agreement will be null and void.
 - b. Renter/user will receive a full refund. However, the Center will not be responsible of any incidental or consequential losses resulting from the cancellation of this agreement.
 - c. Each renter/user is required to use the building & grounds responsibly and adhere to fire, safety and health codes, including maximum occupancy regulations.
 - d. HACC COMMUNITY CENTERS assumes no liability for loss, theft, property damage or personal injury related to the use of property by renter/user.
 - e. Renter/user will be held responsible for payment of any and all damages to the building, furnishings, fixtures or equipment, whether caused by the renter/user or any members of the rental party.

POLICIES/CODE OF CONDUCT/MULTI-USE

1. **Children:** Children must remain supervised at all time and in the rented rooms throughout the event.
2. **Storage:** No furniture or equipment other than what was disclosed in the rental contract is to be moved into the Center without prior approval from the Center. These items must be properly removed after use. The Center may consider request of exceptions or special circumstances. No

furniture from the inside of the building can be moved outside without prior approval from the Center.

3. Event Plan: The renter/user is required to furnish in writing at the time of the reservation any information pertinent to the event to Center to determine space arrangements, special services, and equipment necessary to the staging and proper management of the event.
4. Set-up: The set-up of chairs, table, etc. is the responsibility of the renter/user with the help of the Center. Doors and hallways may not be blocked at any time. If the Center asks that something be moved, renter/user must comply with the request.
5. Noise: Please do not leave doors open during the events. (The sound can easily carry to neighbors.)
6. Food: The Center does not have a kitchen area for cooking food. Only to heat up food dishes that are ready for serving, or prepared food. Food may be served with agreement from the Center at the time of the reservation. Food may be served outside, if the center has a designated area on the grounds. The renter will be responsible for clean up after an event that has served food.

The Center will permit access upon execution of a contract with full and specific disclosures and payment of rental fees as specified in rental agreement.

I agree to the above terms for renting/using the HACC Community Center. I understand that if these terms are not followed, the Center reserves the right to refuse rental/use to me and/or my organization in the future and can cancel the current rental agreement with no refund.

Renter/User Signature _____ Date _____