

SETTLEMENT AGREEMENT

COMPLAINANTS: Valantin Sirom and Sasinta Seremea

RESPONDENTS: State of Hawaii, Department of Human Services,
Hawaii Public Housing Authority; [REDACTED], as
an individual; [REDACTED] [REDACTED], as an individual;
[REDACTED], as an individual; [REDACTED], as
an individual; [REDACTED] [REDACTED], as an individual; and
[REDACTED], as an individual

CASE NUMBERS: HCRC No.: RE-O-1063
HUD No.: 09-15-1309-8

I. GENERAL PROVISIONS

In exchange for the promises made in this Settlement Agreement (hereinafter "Agreement"), the Complainants and Respondent State of Hawaii, Department of Human Services, Hawaii Public Housing Authority (hereinafter "Respondent" or "HPHA") (hereinafter collectively referred to as "the undersigned parties") agree to withdraw and release from consideration any and all charges or complaints of discrimination or other claims relating to illegal discrimination, including the complaint filed with the Hawai'i Civil Rights Commission (hereinafter "the Commission" or "HCRC") and the U.S. Department of Housing and Urban Development (hereinafter "HUD") as referenced in the above described complaint, filed on July 24, 2015 (hereinafter "Complaint") which are now pending on Complainants' behalf against Respondent, their officers, agents or employees, before any state or federal agency or in any court of law or other government entity.

As the Hawaii Civil Rights Commission did not accept the filing of this Complaint against the individual Respondents named in the Complaint ([REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]), according to Executive Director William Hoshijo's letter dated August 1, 2015, and they were never served with the Complaint, the Complainants agree to dismiss or withdraw any and all outstanding pending claims against these Respondents in this matter.

It is understood by the undersigned parties that this Agreement does not constitute either an admission by Respondent of any violation of the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973

["Section 504"] or a determination by HUD on the merits of the Complaint. It is further understood by the undersigned parties that the signing of this Agreement does not prohibit HUD from taking further action against Respondent under applicable rules and regulations of other civil rights authorities.

It is further understood by the undersigned parties that this Agreement does not constitute either an admission by Respondent of any violation of Hawai'i Revised Statutes ("H.R.S.") Chapter 515, and H.R.S. Chapter 368 or a determination by the Commission on the merits of the Complaint. It is also understood by the undersigned parties that the Executive Director does not waive his rights to process any other complaints against Respondents.

The Commission's participation in this Agreement is limited to the specifics of the above-described Complaint and the application of H.R.S. Chapter 368, and any other statute or law under which the Commission has jurisdiction.

Any agreement or covenant beyond either the circumstances of this Complaint or any law or statute under which the Commission has jurisdiction, whether expressed or implied, is an agreement between Complainants and Respondent to which the Commission is not a party.

Respondent understands that the Commission has the right under this Agreement to conduct a compliance review within one year to determine whether such Agreement has been fully obeyed and implemented. When the requirements of training and posting are met, compliance is complete.

An action may be brought in the Circuit Court of the State of Hawai'i by the Commission when the Commission believes, on the basis of the evidence, that any person is violating or about to violate this Agreement. (H.R.S. Chapter 368, Sections 3 and 15).

This Agreement may be executed in duplicate originals, each of which when executed shall be deemed an original. The signature pages may also be executed in counterparts, so that when signature pages containing all of the necessary pages are joined together, such documents shall be deemed a complete and binding Agreement.

Facsimile executed copies and electronically scanned copies of this Agreement shall be fully binding and effective for all purposes and facsimile and scanned signatures will be treated the same as original signatures.

The signing of this Agreement specifically constitutes closure of the complaint filed with HUD, case number 09-15-1309-8 and the complaint filed with the Commission, case number RE-O-1063.

This Agreement is a public document subject to publication or disclosure.

In signing this Agreement, the Complainants and Respondent acknowledge that they understand the terms of this Agreement, that they voluntarily agree to the terms of the Agreement, and that neither the Commission, nor any of its agents or employees, has served as legal advisor to either the Complainant or the Respondent.

This Agreement shall become effective on the date of the last endorsement.

As required by H.R.S. Chapter 515 and the federal Fair Housing Act, Respondent agrees not to retaliate, threaten or discriminate against the Complainants for exercising or enjoying any right granted or protected by H.R.S. Chapter 515 or the federal Fair Housing Act, or because they filed a complaint with the Hawai'i Civil Rights Commission.

In order to settle this complaint, Respondent and Complainants agree that:

1. Monetary Damages: Within ten (10) calendar days of notification of the full execution of this Agreement, Respondent shall tender to Complainants a check in the amount of Two Thousand U.S. Dollars (\$2,000.00), made payable to Valantin Sirom, and shall mail it to Complainants' representative, Reyna Ramolete Hayashi, Esq., Legal Aid Society of Hawai'i, 924 Bethel Street, Honolulu, HI 96813. This amount shall not be considered regular income and thus shall not affect the calculation of Complainants' rental amount, but shall be considered a lump-sum addition to family assets.

2. Fair Housing Training: Fair Housing Training was provided by HCRC and HUD during HPHA's managers' meeting on April 12, 2016. Attendees included the Property Manager and Deputy Property Manager of Spencer House.

3. Language Access Services: HPHA shall continue to implement procedures to provide language assistance to Limited English

Proficient (hereinafter "LEP") individuals pursuant to this Agreement, Title VI of the Civil Rights Act (hereinafter "Title VI"), and H.R.S. Chapters 321C and 515 as described in its Language Access Policy, attached as Exhibit 1, and Language Access Plan, attached as Exhibit 2. Said Policy is available online at: <http://www.hpha.hawaii.gov/documents/ACOP-071112/CH-1.pdf>. Said Plan is available to the public upon request.

HPHA agrees to comply with its current Language Access Policy, or an updated policy, if implemented. Pursuant to HPHA policy, HPHA is committed to providing competent language assistance at no cost and in a timely manner to LEP individuals to ensure meaningful access to, and an equal opportunity to participate fully in, the services, activities, programs, or other benefits administered by HPHA. This includes ensuring effective communication with LEP individuals by HPHA staff members and/or sub-recipients.

4. Notifying LEP Individuals of the Availability of Free Language Assistance: HPHA shall continue to provide meaningful notice to LEP individuals of the right to free language assistance and the process for filing and resolving complaints about such services with HPHA. The notice shall include, but not be limited to:

- (a) Posters and signs translated into frequently-encountered languages prominently displayed in each HPHA office, in waiting rooms, reception areas, and other initial points of entry.
- (b) A language insert, attached hereto as Exhibit 3, shall be included with:
 - (1) All HPHA housing application packets and information material disseminated to the public; and
 - (2) All letters and correspondence affecting or pertaining to program benefits sent to residents, with the exception of the monthly rent bill.
- (c) A brochure providing notice to community organizations, attached hereto as Exhibit 4, which shall be translated into frequently-encountered languages and distributed by HPHA no later than three (3) months from the full execution of this Agreement.

5. Identifying LEP Individuals and Providing an Interpreter:

HPHA will continue to identify LEP individuals and provide interpreters in accordance with procedures outlined in its current Language Access Plan.

6. DHS 5000 Form: HPHA has identified the DHS 5000 form as a vital document and has translated it into frequently encountered languages in accordance with the procedures outlined its current Language Access Plan. As with any other vital document or form related to HPHA's programs, HPHA will provide oral interpretation of the DHS 5000 form upon request.

7. Hearings: If there is a grievance or eviction hearing of LEP resident(s) who have waived interpretation services or who have chosen to use a family member or friend as an interpreter, the hearing body representative, the Eviction Board, grievance or hearings officer, shall review the waiver with the LEP resident(s) during the hearing, to confirm that the LEP person understands the waiver. Such confirmation shall be part of the hearing record. If, in explaining the DHS 5000 form to an LEP resident during the hearing, the resident demonstrates the need for language services, the hearing body representative, the Eviction Board, grievance or hearing officer, shall in a timely manner, reschedule the hearing and obtain the services of an interpreter for the grievance or eviction hearing. The hearing body shall also conduct due diligence to ensure that an interpreter provided by the LEP resident is qualified to interpret and meets the requirements stated in the DHS 5050 form and the Interpreter Code of Ethics.

8. LEP Training: HPHA, in conjunction with the State of Hawai'i Office of Language Access, has conducted mandatory staff LEP training in February and March 2016 for all HPHA Property Managers, Deputy Property Managers, Grievance Hearings officers, and other staff who may have contact with residents and applicants. HPHA shall conduct this training for all Eviction Board Officers to be held in 2016. In addition, training on these policies and procedures shall be conducted annually and at orientation for new employees, hearings officers and management staff, or at least within three months of employment. Training may be conducted online and be self-paced with acknowledgment of understanding by the trainees. Proof of attendance shall be provided to the Commission within thirty (30) days of completion of each of the above trainings. The training agenda is attached as Exhibit 5.

9. Notice of Non Discrimination: HPHA will continue to post, in each area in which applicants and participants wait for service


at each office, a notice of its non-discrimination policy.

10. HPHA Sub-recipients: HPHA shall continue to ensure that all applicable sub-recipients are informed of the LEP requirements of Title VI, H.R.S. Chapter 321C, and this Agreement. HPHA shall provide information and oversee the applicable sub-recipients as necessary to monitor compliance with these requirements.


11. Testing: HPHA shall provide in-house self-testing, or testing administered by a third party organization, to determine whether its staff is consistently implementing its LEP Plan and Policy, as well as the practices listed required by this Agreement.

(a) HPHA shall provide quarterly reports to HCRC which show the testing results.

12. Reporting Requirements to HCRC: HPHA shall provide to HCRC a six-month and a one-year progress report, beginning six months from the effective date of this Agreement, for a period of one year. Such progress reports shall include HPHA's monitoring of staff implementation of its LEP policy and practices, any atypically low numbers of interactions with LEP individuals, as well as the results of their "interactions". The monitoring report shall contain the results of the monitoring efforts and the specific corrective measures that HPHA is implementing with regard to any problems that were revealed by the monitoring.



Complainant: Valantin Sirom

07/13/2016
Date


Complainant: Sasinta Seremea


07/13/2016
Date

Approved as to form:


Reyna Ramolette-Hayashi, Attorney for
Complainants

7/13/2016
Date


Hawaii Civil Rights Commission Settlement Agreement
HCRC No.: RE-O-1063
HUD No.: 09-15-1309-8


Respondent: State of Hawaii,
Department of Human Services, Hawaii
Public Housing Authority

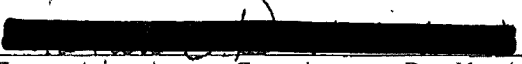
7/18/16
Date

By Barbara E. Arashiro its Executive Assistant

Approved as to form:


Deputy Attorney General for State of
Hawaii, Department of Human Services,
Hawaii Public Housing Authority

7/14/2016
Date


Investigator: Constance De Martino
Hawaii Civil Rights Commission

7/21/16
Date



LEGAL AID
SOCIETY OF HAWAII

Telephone: (808) 536-4302 • Fax: (808) 527-8088
Mailing Address: P.O. Box 37375 • Honolulu, Hawaii 96837-0375
924 Bethel Street • Honolulu, Hawaii 96813

Certification of Interpretation For Limited English Proficient Clients

Emmie Suzuki-Philip

Interpreter Name

[REDACTED]

Phone Number

LASH

Agency (if applicable)

CHAMKES E

Language Interpreted to/from English

My signature is certification that I am fluent in both English and the language listed above and that I accurately interpreted information in this document HCRC SETTLEMENT AGREEMENT to the clients Valantin Sirom and Sasinta Seremea and the clients both state they understand the information.

[REDACTED]

Interpreter's Signature

7/13/16

Date

Proposed Language Access Policy

New Section F in Chapter 1 of the Admissions and Continued Occupancy Policy
for the Federally Assisted Public Housing Program

F. Language Access Policy

It is the policy of the PHA to comply with all Federal, State, and local nondiscrimination laws and with rules and regulations governing language access, and subsequent modifications thereto, including:

- Title VI of the Civil Rights Act of 1964;
- Chapter 515, Hawaii Revised Statutes;
- Section 371-31, Hawaii Revised Statutes; and
- United States Department of Housing and Urban Development, Notice of Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons published in the Federal Register on January 22, 2007,

which are hereby incorporated in whole by reference.

Language for Limited English Proficient (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 the federally assisted public housing program. 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 Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which 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[.]" and Title VI regulations against discrimination on the basis of national origin. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to the federally assisted public housing program.

The PHA will take reasonable steps to communicate with people who need services or information in a language other than English to ensure meaningful access to its federally assisted public housing program. These persons will be referred to as Persons with Limited English Proficiency (LEP).

To determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the federally assisted public housing program; (2) the frequency

- Whether the individual providing the interpretation is competent to provide this service; and
- Whether conflict of interest, confidentiality, or other concerns make use of the family member or friend inappropriate.

The PHA reserves the right to obtain a competent interpreter for the PHA's benefit in the event the LEP person uses an interpreter of their own choosing.

The PHA shall also provide oral interpretation for timely and effective telephone communication between the PHA staff and LEP persons.

Written Translations

To comply with written translation obligations, the PHA shall take the following steps:

- The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered; or
- If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA need not translate vital documents, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of vital documents, free of cost to the LEP person.

Translation of documents that are not vital documents, if needed, may be provided orally.

Availability of Free Language Assistance

The PHA will provide notice to LEP persons of the provision of free language assistance by displaying posters and flyers prominently in waiting rooms, reception areas, and other initial points of entry, and by including flyers in applicant packets and informational material disseminated to the public.


















Complaint Procedure

The PHA shall establish a complaint procedure for complaints by applicants and tenants of the federally assisted public housing program relating to language access.

Definitions

Oral Interpretation, or Interpretation, shall mean the act of listening to something in one language and orally translating it into another.

Person with Limited English Proficiency, or LEP person, shall mean a person who does not speak English as his or her primary language and who has limited ability to read, write, speak, or understand English in a manner that permits him or her to communicate effectively with the PHA and have meaningful access to and an equal opportunity to

This is an important letter from the HPHA. Please call the phone number indicated on the letter. When you call, you will be asked what language you speak and your call will be put on hold for an interpreter.	English 
Isa kani nga importante nga sulat gikan sa HPHA. Pangngaasiyo koma ta awaganyo ti numero a nailanad ti surat. No unaawagkayo, madanang i adakayo n mania ti leagguahayo ket ma yalatiw ti awagyo iti maysa a paraitarus.	Cantonese 
Er taropwe m' auchea sen ewe putain tumwunin ariamas HPHA. Kose mwochen kokkon na nampan foon won na taropwe. Hup wen omw kokko repwe eis nuk menn. Kapas ke sine pwe repwe katta ngonuk e mon choon chiaku.	Chuukese 
Ceci est une lettre importante du HPHA. Merci d'appeler le numéro indiqué dans la lettre. Lorsque vous téléphonez, vous serez demandé(e) que la langue vous parlez, et votre appel sera mis en attente afin de vous mettre en relation avec un interprète.	French 
Dies ist ein wichtiges Schreiben des HPHA. Bitte wählen Sie die unten stehende Telefonnummer. Sie werden gefragt, welche Sprache Sie sprechen. Daraufhin werden Sie mit einem Dolmetscher verbunden.	German 
He leka ko iko'i leia maika HPHA. E kelepona mai i ka he'ou kelepona ma luna o ka leka. Ke kelepona 'oe e nui au 'ia ana 'oe he aha kau 'olelo 'olelo a laia o ka 'oe a loa'a ke kanaka mahela 'olelo.	Hawaiian 
Daytoy ket importante a surat nga aggapu iti HPHA. Pangngaasiyo koma ta awaganyo ti numero a nailanad ti surat. No unaawagkayo, madanang i adakayo n mania ti leagguahayo ket ma yalatiw ti awagyo iti maysa a paraitarus.	Ilokano 
ハワイ公営住宅局 (HPHA) からの大切なお知らせです。同封の紙面に書かれている番号にお電話ください。電話がつながいたら、あなたが話す言語を聞かれます。通訳に接続されるまでしばらくお待ちください。	Japanese 
이 하에 있는 HPFA의 편지는 매우 중요합니다. 이 편지에 있는 전화번호로 전화를 걸어주세요. 전화가 연결되면, 귀하가 말하는 언어를 물어볼 것입니다. 통역사에게 연결될 때까지 기다려주세요.	Korean 
Isa kani nga importante nga sulat gikan sa HPHA. Pangngaasiyo koma ta awaganyo ti numero a nailanad ti surat. No unaawagkayo, madanang i adakayo n mania ti leagguahayo ket ma yalatiw ti awagyo iti maysa a paraitarus.	Mandarin 
Juon in koje a im elap an aurok im ej itok jen ra eo an HPHA. Jouij im cali e nomba in im ej bed ilo pepa in ak letta in. He koj call, renej kaj tok ibbem km ka n kaj n eo am m eli in am ba renej ba kwon kattar bwe ren lewoj juon am rikok.	Marshall 
O se fa'asilasilaga ta'ua lenei mai le HPHA. Fa'amolemole, vala'au mai i le numera lea o lo'o i luga o lenei tusi. A e vala'au mai, o le a fesili atu po'o le a le gagana e te mo'omia, ona tu'u sa'o lea o lau telefoni i se tagata e mafai ona fesoasoani ia oe.	Samoan 
Esta es una carta importante del HPHA. Por favor llame al número de teléfono indicado en la carta. Cuando usted haga la llamada, se le preguntará el idioma que habla y su llamada se pondrá en espera de un intérprete.	Spanish 
to ay maha agang sa sulat sa HPHA. Mangyang tagawan ang numero ng teleponong nakalista sa sulat. Sa inyong pagtawag itatawag sa inyong wikang nasinyong gamitin. Hintaying sumagot ang tagasalin.	Tagalog 
ko e tohi mahurunga en mai he HPHA. kataki'oto efon ki he fika'ou ha the tohi ni. E fehu'atu pe ko e ha e fa'ahinga lea oku le lea ak. he ta m te ka ta mava. pea in tokoa ke tal. kee'oua kuo mau ha toho toha fakatonu laa.	Tongan 
Bây là lá thư quảng tụng từ các HPHA. Làm ơn gọi số điện thoại nằm trên lá thư. Khi bạn gọi, bạn sẽ được hỏi ngôn ngữ nào bạn nói và cu điện thoại của bạn sẽ chờ người thông dịch.	Vietname Việt Nam 
Importante kini nga sulat gikan sa HPHA. Palihug tawagi ang numero nga anaa sa sulat. Sa imong pagtawag, pangutan-on ka kung unsa ang imong pinulongan ug pahulaton ka samtang nangita sila ug maghuhubad.	Visayan (Cebuano) 

Are you being denied language services? You may file a complaint. Submit complaints to the Compliance Office in writing and within 30 days of the alleged violation. Please include:

- Details of the incident
- What you would like us to do

Questions about your rights? Please call the HPHA Compliance Office.

Phone: (808) 872-4690

Email: Language.HPHA@hawaii.gov

Web: www.hpha.hawaii.gov

If you participate in an HPHA housing program, you have a right to free language service.

Interpreters & Translations

Any time you communicate with housing personnel, you may request an interpreter at no cost to you.

When you receive written documents from the HPHA, you may request free language assistance to help you understand it. The HPHA may pay for the document to be translated or hire an interpreter to help explain it to you.

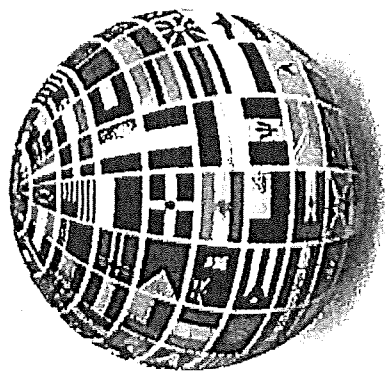


FREE

INTERPRETERS

&

TRANSLATIONS



Hawai'i Public
Housing Authority



LANGUAGE ACCESS TRAINING 2016

AGENDA

Oahu February 24, 25 and March 4. Start time 8:30am end 12 Noon

Introduction: Language Access Law basics 45 minutes

Becky Gardner, Office of Language Access

In depth look at the HPHA Language Access Plan 1 hour

Jennifer Stolze, HPHA Compliance Office

- 1) Who are LEP Persons and how do you know who they are?
- 2) Why the Plan is so important.
- 3) How to use the Plan.
- 4) Where to find important materials.
- 5) Identifying which type service to use, and when to use them.
- 6) Phone encounters.
- 7) Mail encounters.
- 8) Face-to-face encounters.
- 9) Who can and cannot be a qualified interpreter.
- 10) What to do if a LEP refuses the free interpreter.
- 11) Record-keeping - Reporting and logging encounters with LEP's.
- 12) Compliance issues.

Break 15 Minutes

Question and Answer 10 Minutes

Video demonstrations

Department of Justice interagency training videos

50 Minutes

Link to Video: <http://youtu.be/vv3IBZkUawa>

Short quiz followed by review of correct/incorrect answers. 30 Minutes