



CONCILIATION AGREEMENT

Between

U.S. Department of Housing and Urban Development

And

NAME REDACTED

Complainant

and

San Francisco Housing Authority

Respondent

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)

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

FHEO CASE NUMBER: 09-20-9742-8

FHEO CASE NAME: **NAME REDACTED** v. San Francisco Housing Authority

DATE FILED: February 20, 2020

Effective Date of Agreement: 07/17/2020

Expiration Date of Agreement: 01/17/2022

A. Parties and Subject Property:

Complainant:

NAME REDACTED

c/o Michael Santos
Bay Area Legal Aid
1800 Market Street, 3rd Floor
San Francisco, CA 94102

Respondents/Recipients

San Francisco Housing Authority
c/o Linda Martin-Mason
1815 Egbert Avenue
San Francisco, CA 94124

Beatriz Alvarez
San Francisco Housing Authority
1815 Egbert Avenue
San Francisco, CA 94124

B. Statement of Facts:

On February 20, 2020, Complainant **NAME REDACTED** filed a complaint with the United States Department of Housing and Urban Development (“HUD” or “the Department”) alleging that Respondent San Francisco Housing Authority and its employee Beatriz Alvarez violated subsection 804(b) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (“the Act”) on the basis of sex when they did not permit her to testify during an informal hearing held to review Respondent’s decision to bifurcate the Housing Choice Voucher she shares with her alleged abuser and terminate his participation in the program.

Respondent San Francisco Housing Authority denies discriminating against Complainant but agrees to settle the claims in the underlying actions by entering into this Conciliation,

C. Term of Agreement:

1. This is a Conciliation Agreement between the Complainant, named above, and Respondent San Francisco Housing Authority (“Respondent”).
 - a. It is understood that this Agreement will also resolve the complaint as to **NAME REDACTED** although she is not a party to nor signatory to this Agreement.
2. As specifically stated herein, this Conciliation Agreement (“Agreement”) shall

govern the conduct of the parties for a period of eighteen (18) months from the effective date of the Agreement, or until Respondent has fulfilled its obligations under Paragraphs H15, H16, H17, I18 and I19, , whichever is earlier.

D. Effective Date:

3. The parties expressly agree that this Agreement will not constitute a binding contract under state or federal law, or a Conciliation Agreement until such time as it is approved by the Department, through the Regional Fair Housing and Equal Opportunity (“FHEO”) Director or her designee.
4. This Agreement shall become effective on the date that it is approved by the Regional FHEO Director or her designee.

E. General Provisions:

5. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. The parties affirm that they have read and fully understand the significance of the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
6. It is understood that Respondent denies any violation of the law and that this Agreement does not constitute an admission by Respondent, nor evidence of a determination by the Department of any violation of the Act or any other law.
7. Respondent acknowledges that it has an affirmative duty not to discriminate under the Act. Respondent acknowledges that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act. Respondent further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
8. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document. It is understood that the signature of Linda Martin-Mason, Acting General Counsel, is made with the authority and on behalf of Respondent San Francisco Housing Authority.
9. This Agreement, subsequent to the approval by the FHEO Regional Director, or her designee, is binding upon Respondent, its employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates and all others in active concert with Respondent in the operation of the subject Public Housing Authority.

10. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or her designee, it is a public document.
11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent made pursuant to the Act or any other complaint within the Department's jurisdiction.
12. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement agree in writing to the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or her designee.

F. Mutual Releases:

13. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondent, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD case number 09-20-9742-8 or which could have been filed in any action or suit arising from said subject matter.
14. Respondent hereby forever waives, releases, and covenants not to sue the Department or Complainant, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD case number 09-20-9742-8 or which could have been filed in any action or suit arising from said subject matter.

H. Relief for Complainant

15. Respondent acknowledges that on June 9, 2020, Complainant submitted evidence of ongoing domestic violence perpetrated by a household member, and that this evidence is sufficient for Respondent to move to propose to terminate the alleged perpetrator's participation in the Housing Choice Voucher program. Respondent agrees to issue the alleged perpetrator a Notice of Proposed Decision to Terminate Assistance ("Notice") within one (1) year of the effective date of this Agreement. For the purpose of protecting Complainant's safety, Respondent shall issue the Notice within ten (10) business days of being notified by Complainant's representative that the household has officially broken up. Respondent shall not issue a Notice prior to receiving this notification.

To show compliance with paragraph H15, Respondent will provide a copy of the Notice to the Department within fourteen (14) days of its mailing date. The copy shall be sent to the Department at the address specified in paragraph K24 below.

16. Respondent agrees that, should the alleged perpetrator request an informal hearing contesting the Notice, it will call Complainant as a witness and permit her to testify if she chooses to do so. Respondent shall coordinate the time, place and manner of Complainant's participation with her representative so that Complainant can safely participate in the hearing. Complainant acknowledges that, due to the nature of an informal hearing, the alleged perpetrator has a right to cross-examine her if he so chooses. Complainant further acknowledges that, in accordance with Respondent's Administrative Plan, the decision of the informal hearing officer is final, and that if the informal hearing officer overturns Respondent's decision to terminate the alleged perpetrator's assistance, Complainant and the alleged perpetrator will remain a single household with shared use of the Housing Choice Voucher. If the alleged perpetrator does not request an informal hearing, or if an informal hearing results in a decision upholding Respondent's decision to terminate the alleged perpetrator's assistance, Respondent agrees that the alleged perpetrator will be removed from the Housing Choice Voucher and Complainant will remain with the Housing Choice Voucher so long as Complainant is otherwise eligible under program regulations. Within fourteen (14) days of the date the hearing officer's decision is issued, Respondent shall notify Complainant in writing as to whether the Notice was upheld or overturned.

To show compliance with paragraph H16, in the event that there is an informal hearing, Respondent will provide the Department with copies of the hearing decision and its notification of decision to Complainant within fourteen (14) days of the date on which the hearing decision is issued. The copies shall be sent to the Department at the address specified in paragraph K24 below.

17. Respondent agrees that all communications, including phone calls, letters and e-mails, related to Complainant's allegations of domestic violence and any steps Respondent is taking to address those allegations, shall be directed to Complainant's representative in lieu of Complainant.¹

To show compliance with paragraph H17, Respondent will provide to the Department information and documentation of any communications with Complainant and/or her representative upon request of the Department.

I. Relief in the Public Interest

¹ It is understood that Complainant's current representative is Bay Area Legal Aid attorney Michael Santos, and that Respondent has been provided with his contact information. Complainant acknowledges that should her representation change such she no longer wants Respondent to communicate with her via Mr. Santos, it is her responsibility to notify Respondent of such.

18. It is understood that pursuant to the *Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs Final Rule*, 81 Fed. Reg. 80724 (Nov. 16, 2016), upon being notified by a program participant that they are the survivor of domestic abuse, dating violence, sexual assault or stalking perpetrated by a household member, Respondent may bifurcate the household's subsidy and/or lease so as to terminate the perpetrator's participation in its program while the survivor retains the subsidy, when eligible. If Respondent opts to bifurcate, upon the request of the perpetrator Respondent is obligated to convene an informal hearing presided over by a neutral hearing officer to review the decision ("VAWA Bifurcation Hearing").
- a. Respondent agrees to adopt and implement a policy whereby a survivor of domestic abuse, dating violence, sexual assault or stalking perpetrated by a household member will be invited by Respondent to testify as a witness during a VAWA Bifurcation Hearing ("Policy"). The Policy shall comply with the Act and shall apply to all housing programs operated by Respondent. Respondent agrees that it will adopt the Policy as part of its Annual Plan process, and that in crafting the Policy it will seek input from local legal aid, tenant advocacy, and domestic violence advocacy organizations in order to safeguard the rights of survivors of domestic violence as defined in the *Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs Final Rule* identified above. As described in PIH Notice 2020-05, due to the coronavirus pandemic, the Department has authorized a waiver permitting Public Housing Authorities to make significant amendments to their Annual Plan without the required forty-five (45) day public review period and hearing with an opportunity for public comments. Respondent may opt to utilize this waiver for its Annual Plan due on October 18, 2020. If Respondent chooses to utilize the waiver and forgo the public review period and hearing for the October 18, 2020 Annual Plan, it shall adopt the Policy during its next Annual Plan process, which ends on July 18, 2021, and which shall include a public review period and hearing. If Respondent chooses not to utilize this waiver, it shall adopt the Policy as part of the current Annual Plan process ending on October 18, 2020, which shall include a public review period and hearing.

To show compliance with paragraph I18, Respondent will provide a copy of the Policy and a list of the individuals, including their organizational affiliation, from which it sought input, at least ten (10) business days before it submits the Annual Plan containing the Policy to the Department's Office of Public Housing. Documentation shall be sent to the Department at the address specified in paragraph K24.

19. Respondent agrees to, within ninety (90) days of the effective date of the Agreement, develop and implement an addendum to Form HUD-5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation) that asks the participant to identify the phone

number, mailing address or e-mail address at which they wish to receive communications regarding their rights as a survivor and/or communications regarding any steps that Respondent may be taking in response to their submission of Form HUD-5382 (“addendum”). Respondent further agrees to direct communications to the phone number, mailing address and/or e-mail address specified by the participant on the addendum. Respondent will be responsible for delivery of communication through the single method selected by participant.

To show compliance with paragraph I19, within one hundred (100) days of the effective date of this Agreement, Respondent will submit a copy of the addendum to the Department at the address set forth in paragraph K24.

20. Respondent acknowledges that the Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and disability.
21. Respondent acknowledges that the Act makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any right granted or protected by Section 803, 804, 805, or 806 of the Act.
22. Respondent agrees to refrain from discriminating against any person on the basis of race, national origin, color, disability, sex, religion, and familial status as protected under federal law.

J. Monitoring

23. The Department shall monitor compliance with this Agreement. As part of such monitoring, the Department may inspect Respondent’s property, interview witnesses, and copy pertinent records of the Respondent. Respondent agrees to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

K. Reporting and Record Keeping

24. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted via e-mail to Stephanie Rabiner at stephanie.k.rabiner@hud.gov.

L. Consequences of Breach

25. The Parties understand that if the Department has reasonable cause to believe that Respondent has breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S.C. §3610(c).

COMPLAINANT'S SIGNATURE PAGE

NAME REDACTED to the approval and acceptance of this Agreement.



7/9/2020
Date

(Complainant)

RESPONDENT/ RECIPIENT'S SIGNATURE PAGE

This signature attests to the approval and acceptance of this Agreement.



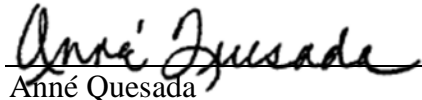
Linda Martin-Mason
On Behalf of Respondent
San Francisco Housing Authority

6/17/2020

Date

APPROVAL

This signature attests to the approval and acceptance of this Conciliation Agreement.



Anné Quesada

Regional Director

Office of Fair Housing and Equal Opportunity (FHEO)

07/17/2020

Date