

## CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

NORTH FLORIDA REGIONAL MEDICAL CENTER

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated North Florida Regional Medical Center's ("NFRMC") facility located at 6500 Newberry Road, Gainesville, Florida 32605 and found that NFRMC was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and implementing regulations at 41 C.F.R. Sections 60-1 and 60-3. OFCCP notified NFRMC of the specific violations found and the corrective actions required in a Notice of Violations issued on September 15, 2014. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and NFRMC enter this contract ("Agreement") and agree to all the terms stated below.

### **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for NFRMC's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if NFRMC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. NFRMC agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. NFRMC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. NFRMC understands that nothing in this Agreement relieves NFRMC of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.

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4. NFRMC promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Acting Regional Director of the Southeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within forty-five (45) calendar days of the date the Acting Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) calendar days after NFRMC submits the final progress report required in Part IV, below, unless OFCCP notifies NFRMC in writing prior to the expiration date that NFRMC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines NFRMC has met all of its obligations under the Agreement.
10. If NFRMC violates the Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that NFRMC violated any term of the Agreement while it was in effect, OFCCP will send NFRMC a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) NFRMC will have fifteen (15) calendar days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

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- 3) If NFRMC is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. NFRMC may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by NFRMC of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that NFRMC violated any laws.

**PART III. SPECIFIC VIOLATIONS AND REMEDIES**

**1. HIRING DISCRIMINATION**

**A. STATEMENT OF VIOLATION.**

OFCCP found that NFRMC is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP analyzed NFRMC's hiring process and selection procedures during the review period August 1, 2009 through July 31, 2010 ("review period"). OFCCP alleges that NFRMC discriminated against female applicants for Transporter PRN positions. OFCCP found that there was a statistically significant disparity in the hiring of Transporter's PRN based on gender.

**B. OFCCP'S SPECIFIC FINDINGS.**

OFCCP's analysis of the applicant and hiring data demonstrates that NFRMC's selection process had an adverse impact on the hiring of female applicants for Transporter PRN positions. Of 66 female Transporter PRN applicants, (b) (7) (e) were hired, whereas out of (b) (7) (e) male Transporter PRN applicants, (b) (7) (e) were hired. This resulted in a shortfall of 2 females and disparity that was statistically significant at (b) (7) (e) standard deviations.

**C. REMEDY FOR AFFECTED CLASS.**

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- 1) **Notification.** Within 30 calendar days of the Effective Date of this Agreement, NFRMC must notify the female applicants listed in Attachment A of the terms of this Agreement by mailing by Certified Mail, Return Receipt Requested to each individual in the affected class the: Notice to Affected Class (Attachment B, "Notice"), along with the two forms enclosed therewith, "Information Verification & Employment Interest Form" (Attachment C, "Interest Form"), and "Release of Claims Under Executive Order 11246" (Attachment D "Release") and a postage paid return envelope. NFRMC will notify OFCCP, in writing of all the Class Members it has not located and of all the Class Members it has located within 60 days after signing of this Agreement by Regional Director. OFCCP will then attempt to obtain and provide updated addresses to NFRMC within 30 calendar days of receiving the list from NFRMC. Within 30 calendar days of receiving the updated addresses NFRMC will mail by Certified Mail, Return Receipt Requested a second Notice, Interest, Release, and postage paid return envelope to all individuals for whom updated addresses were obtained.
  
- 2) **Eligibility.** All members of the affected class (listed on Attachment A) who sign and return the Interest and Release Forms to NFRMC within 30 calendar days from the date of the first or second Notice, Interest and Release Forms will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Interest and Release Forms to NFRMC within 30 calendar days from the date of the first or second Notice, Interest and Release Forms, she will no longer be entitled to payment or consideration for a job under this Agreement.

Within 60 calendar days after NFRMC mails the second set of Notice Interest and Release forms to those Class Members with updated addresses, NFRMC will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest and Release Forms by the deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with NFRMC any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

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All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with NFRMC.

- 3) Monetary Settlement. NFRMC agrees to distribute \$25,230.00 (\$22,000 in back pay and \$3,230 in interest), less standard deductions required by law from back pay only (such as federal, state, and/or local taxes, social security, and FICA) and Eligible Class Members' share of FICA taxes, in equal shares among all Eligible Class Members on the final approved list. NFRMC will mail each Eligible Class Member an IRS W-2 Form for the portion of the payment representing back pay and a 1099 representing interest. These IRS forms will be mailed within the time period required by law. NFRMC will disburse the monetary settlement within 60 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 15 calendar days of NFRMC's receipt of a check to an Eligible Class Member returned as undeliverable, NFRMC will notify OFCCP of this fact via e-mail sent to (b) (7) (e) @dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, NFRMC will re-mail the check within 15 calendar days of receiving an alternate or corrected address. If, after the initial distribution of back wages, monies still remain, NFRMC will then have sixty (60) days to equally distribute the remaining monies among each class member. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, NFRMC will make a second distribution to all Eligible Class Members who cashed their first check distribution, in equal shares, using the addresses to which checks sent were cashed. NFRMC will mail the second distribution to such Eligible Class Members within 150 calendar days after the initial date the checks were mailed to all Eligible Class Members.

- 4) Employment. As positions become available, NFRMC will invite Qualified Eligible Class Members not currently employed by NFRMC who completed and returned the expression of interest in employment form in a timely manner, to apply for the opening until 2 Eligible Class Members have successfully completed the selection process and are hired as full-time Transporter PRNs or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever is first. Eligible Class Members will be invited in the order that NFRMC receives

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their Interest Forms. If NFRMC receives more than one response in any given day, those Eligible Class Members will be considered for employment based on the date of the original application. NFRMC must complete its hiring obligations under this section within 12 months of the Effective Date of this Agreement. If NFRMC is not able to hire 2 Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within 12 months, OFCCP may extend the term of this Agreement for up to 6 months or until NFRMC satisfies its hiring requirement(s), whichever occurs first.

Eligible Class Members who are offered a position must agree to a start date of no more than 14 days from the date of the written job offer from NFRMC. Any new hire who fails to report to work on the scheduled start date and the time scheduled, without prior written approval from NFRMC, will be treated as having rejected the offer. This rejected offer will still count towards NFRMC's requirement to hire 2 females under this agreement. The Eligible Class Members hired into Transporter PRN positions pursuant to this Agreement must be paid \$9.08 per hour or the current wage rate for the Transporter PRN position, whichever is higher, and must be provided with the same opportunity to earn overtime and shift differentials as other Transporter PRN employees.

It is understood that NFRMC's pre- and post-offer selection and screening process will be followed which consists of, among other things, an online employment application, an interview, a post-offer drug test and employee health physical assessment, a background check, review of immunization records and if necessary an update on immunizations, a flu shot if it is flu season; in addition, the considered candidate must agree to accept the work available and the hours/shift schedule. It is also understood that a high school diploma or GED, and maintenance of Basic Life Support (BLS) certification are requirements of this job.

**D. NON-MONETARY REMEDIES**

NFRMC will ensure that all applicants are afforded equal employment opportunities. NFRMC agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the hiring of female applicants for Transporter PRN positions. NFRMC agrees to continue and/or to implement the corrective actions detailed below.

1) Revised Hiring Process

(a) Eliminate Discriminatory Selection Procedures:

NFRMC agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. NFRMC will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on applicants of a particular sex unless it properly validates the procedure pursuant to these regulations.

(b) Review and Revisions Required: NFRMC will revise, in writing, the practices, policies and procedures it uses to select applicants for Transporter PRN positions (hereinafter "Revised Hiring Process"). Specifically, NFRMC will:

(i) create a job description and selection procedures for Transporter PRN which describes the essential functions; the minimum qualifications, including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;

(ii) develop specific, job-related qualification standards for Transporter PRN positions that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;

(iii) ensure all policies and qualification standards are uniformly applied to all applicants; and

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(iv) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

(c) Recordkeeping and Retention: NFRMC will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. NFRMC will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.

(d) Training: Within 90 calendar days of the Effective Date of this Agreement, NFRMC must train all individuals involved in any way in recruiting, selecting, or tracking applicants for Transporter PRN positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3. NFRMC will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants, who benefit from the provisions of this Agreement, are not retaliated against.

(e) Monitoring: NFRMC agrees to monitor selection rates at each step of its selection process for Transporter PRN positions. Where it is determined that a selection procedure has an adverse impact, as defined by 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race or gender, NFRMC will eliminate the procedure, choose an alternate procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 C.F.R. Part 60-3. NFRMC agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Transporter PRNs at the Gainesville, Florida facility. This includes the number of persons hired by sex, the number of applicants who applied by sex, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

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A.

**Part IV. REPORTS REQUIRED**

NFRMC agrees to furnish OFCCP with three (3) progress reports. NFRMC will send each report to the following address:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Attention: Assistant District Director  
400 West Bay Street  
Suite 939  
Jacksonville, Florida 32202

NFRMC will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

The first report will be due April 30, 2015, and will include:

1. Documentation of attempts to contact all Class Members in Attachment A, and the current disposition of each Class Member whom NFRMC attempted to contact. The documentation shall include copies of all signed "Information Verification & Employment Interest Forms," "Release of Claims Under Executive Order 11246."

The second report will be due August 15, 2015 for the period January 1, 2015, through July 31, 2015, and will include:

1. Documentation of attempts to contact those Class Members on Attachment A not initially located and for whom OFCCP provided NFRMC with an updated address, including the current disposition of each Class Member contacted, copies of all signed and returned Attachments C and D, as well as copies of any undeliverable envelopes.
2. Documentation of monies disbursed to each located Class Member, including pay slips showing gross amount of back pay and legal deductions.
3. Documentation of all Class Members who were offered and/or hired into Transporter PRN positions. The documentation will include all written job offers extended to Class Members; a list of the names of hired Class Members; a list of the names of Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Class Member offered a

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position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;

4. Documentation verifying that NFRMC provided training in equal employment opportunity to its managers and supervisors who make selection decisions, as required by the Remedy to the Violation in this Agreement. This documentation will include, but not be limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; resumes or other written descriptions of the qualifications of the person(s) providing the training; and documentation of date(s) and duration of the training session(s);
5. A description of: (a) the ways NFRMC revised its selection process to fill Transporter PRN vacancies, including any revision(s) to its recruitment process, its prescreening of job applications, and interviewing and testing of applicants; (b) any revisions to NFRMC's methods for tracking such information, including by race, ethnicity and gender; and (c) the internal audit and reporting systems put into place for monitoring NFRMC's progress and program effectiveness;
6. Applicant flow log data identifying all applicants for the Transporter PRN positions during the reporting period specified above, including name, date of application, race, ethnicity, gender, referral source, final disposition (including the reason a job seeker was not hired), date of hire, and job title. For all applicants not selected, identify the reason for non-selection; and
7. Copies of the impact ratio analysis for the Transporter PRN position conducted for the reporting period specified above. If adverse impact exists as that term is defined and described in 41 CFR § 60-3.4D, NFRMC will provide the results of its review and/or examination of each individual component in the selection process for the Transporter PRN position. Documentation will also include a detailed description of any actions taken by NFRMC to address the adverse impact found in its review.

The third report will be due March 15, 2016, for the time period August 1, 2015, through February 28, 2016, and will include:

1. The documentation described above for Item 2 in the first progress report with respect to any additional Class Members offered or hired into a position pursuant to this Agreement;
2. Applicant flow log identifying all applicants for the Transporter PRN positions during the reporting period specified above, including name, date of application, race, ethnicity, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection; and
3. Copies of the impact ratio analysis for the Transporter PRN positions conducted for the reporting period specified above. If adverse impact exists, NFRMC will provide the results of its review and/or examination of each individual component in the selection

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process for Transporter PRN positions. Documentation will also include a detailed description of any actions taken by NFRMC to address the adverse impact found in its review.

This Conciliation Agreement will remain in full force and effect until sixty (60) days following NFRMC's submission of the final report, or until such time as OFCCP has deemed that NFRMC has met all conditions of this Agreement. The date of signature by the OFCCP Acting Regional Director will constitute the effective date of this Agreement.

**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between OFCCP and North Florida Regional Medical Center.

**6 & 7c**

Brian Cook  
Chief Executive Officer  
NFRMC, Inc.  
6500 Newberry Road  
Gainesville, Florida 32605

Date: 2/2/15

**(b) (7) (c)**

Compliance Officer— Jacksonville  
Office of Federal Contract Compliance  
Programs

Date: 2/10/15

**(b) (7) (c)**

Sam Maiden  
Regional Director—Southeast  
Office of Federal Contract Compliance  
Programs

Date: 2/10/2015

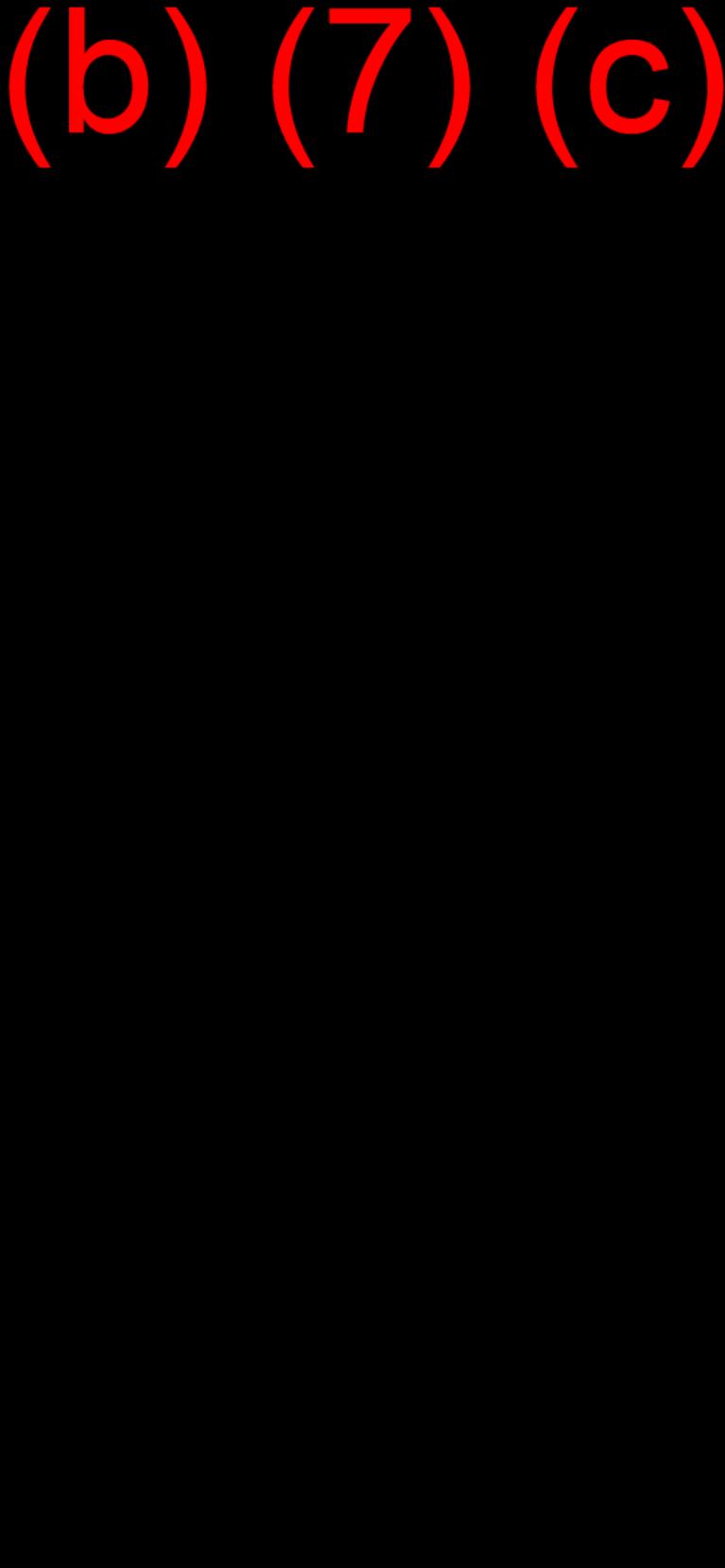
**6 & 7c**

Sybil Sty Demmons  
District Director—Atlanta  
Office of Federal Contract Compliance  
Programs

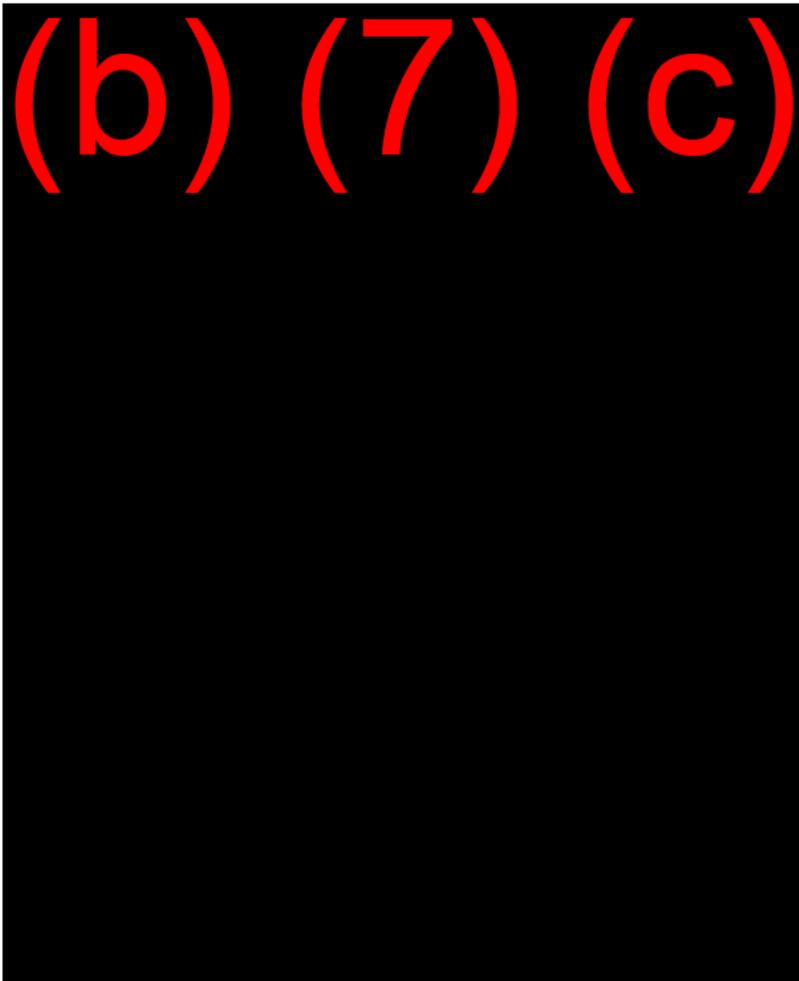
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(b) (7) (c)



**NOTICE TO CLASS MEMBERS**

**(Date)**

North Florida Regional Medical Center (hereinafter NFRMC), and the United States Department of Labor's Office of Federal Contract Compliance Programs have entered into a Conciliation Agreement to resolve alleged disparities in selecting applicants for Transporter PRN positions at NFRMC's establishment located at 6500 Newberry Road, Gainesville, Florida 32065 during the period August 1, 2009 to July 31, 2010. You were identified as an applicant for such a position at that establishment during that time period.

As a part of this Agreement, you are eligible to receive a distribution of no less than **\$382.27**, subject to all lawful payroll deductions based on a completed W-4 Form you submit. Under the terms of this Agreement, you may receive the award after the process of locating eligible employees has been completed in approximately seven months. To be able to participate in this settlement, you must complete, sign and, within 30 days after the date shown above on this Notice, return to the following address **BOTH** of the documents enclosed: (1) the *Employment Interest Verification Form* and (2) the *Release of Claims under the Executive Order*.

**Roshni Chandhari  
Ford & Harrison LLP  
100 Park Avenue, Suite 2500  
New York, New York 10017**

In addition to the monetary payment, NFRMC will be making job offers for Transporter PRN positions to some individuals who are receiving this Notice. It is not certain that you will receive a job offer. However, if you are still interested in employment with NFRMC as a Transporter PRN,<sup>1</sup> please indicate so on the enclosed *Employment Interest Verification Form*. To be considered for a vacancy in the Transporter PRN position, you must complete an employment application online, be eligible to work in the United States, successfully complete NFRMC's post-offer screening process and agree on a start date no more than 14 days from receiving the written job offer. When a Transporter PRN opening becomes available, NFRMC will contact persons interested in the job, requesting that they complete an online employment application. NFRMC's pre- and post-offer selection and screening process consists of, among other things, an online employment application, an interview, a post-offer drug test and employee health physical assessment, a background check, review of immunization records, and if necessary, an update on immunizations, a flu shot if it is flu season; in addition, the considered candidate must agree to accept the work available and the hours/shift schedule. It is also understood that a high school diploma or GED and maintenance of Basic Life Support (BLS) certification are requirements of this job.

If you fail to respond fully to this Notice within the 30 day period, you will not be entitled to receive any monetary distribution and will not be considered for employment under this Agreement. You are eligible for a monetary distribution even if you are not currently interested in employment with NFRMC as a Transporter PRN.

By entering into this Agreement, NFRMC has not admitted nor has there been any adjudicated finding that NFRMC violated any laws when it did not hire you for the position for which you applied.

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<sup>1</sup> A Transporter PRN is not a full-time or part-time position; there are no benefits associated with this position. If hired, NFRMC would schedule you to work "as needed" to fill in for absent employees, or may assign you to a regular schedule.

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**Attachment B**

If you have any questions, you may telephone Roshni Chandhari at 212-458-5949.

Sincerely,

Robert Bell  
Manager HRIS & Compensation  
North Florida Regional Medical Center

Enclosures: *Employment Interest Verification Form*  
*Release of Claims under the Executive Order*  
*W-4 IRS Form*

**EMPLOYMENT INTEREST VERIFICATION FORM**

**(Date)**

You must complete all sections of this form and the *Release of Claims under the Executive Order* in order to be eligible for the monetary distribution and/or employment opportunities under the terms of the Conciliation Agreement between North Florida Regional Medical Center (hereinafter NFRMC) and the United States Department of Labor's Office of Federal Contract Compliance Programs (hereinafter OFCCP). Please print legibly, and sign your name where indicated.

Name: \_\_\_\_\_

I confirm that the address on the cover letter is correct. My telephone number is \_\_\_\_\_.

The address on the cover letter is not correct. My correct address is:

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Notify Ms. Roshni Chandhari at the address below if your address changes within the next 12 months.**

Your Social Security Number is required for tax purposes: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Please check whether you are currently interested in being considered for a Transporter PRN position with NFRMC. If you complete and return this *Employment Interest Verification Form* and the *Release of Claims under the Executive Order*, you are eligible for the monetary distribution, whether or not you are interested in employment at this time. Please also complete the W-4 IRS Form.

Yes, I am interested in employment with NFRMC in a Transporter PRN position. I understand that to be considered, I must complete NFRMC's selection process when notified that a Transporter PRN position is open.

No, I am not currently interested in employment with NFRMC as Transporter PRN.

You must complete all sections of this form or it will be disregarded and you will not be eligible to participate in the settlement between NFRMC and OFCCP. Mail this completed form and the *Release of Claims under the Executive Order* in the enclosed envelope within 30 days of the date shown on the top of this form to the following address:

**Roshni Chandhari  
Ford & Harrison LLP  
100 Park Avenue, Suite 2500  
New York, New York 10017**

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**Attachment C**

I certify that the information I have provided above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

