

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Medical Graphics Corp

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Medical Graphics Corp (herein after "Medical Graphics") establishment located at 350 Oak Grove Pkwy, Saint Paul, Minnesota, 55127 beginning on March 4, 2021. OFCCP found that Medical Graphics failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its respective implementing regulations at 41 CFR 60-300.5(a)2-6.

OFCCP notified Medical Graphics of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on September 3, 2021.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Medical Graphics enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Medical Graphics' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Medical Graphics violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Medical Graphics' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Medical Graphics will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Medical Graphics of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Medical Graphics agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has

provided information or assistance, or who participates in any manner in any proceeding in this matter.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Medical Graphics submits its final progress report required in Section IV, below, unless OFCCP notifies Medical Graphics in writing before the expiration date that Medical Graphics has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Medical Graphics has met all of its obligations under the Agreement.
10. If Medical Graphics violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Medical Graphics a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Medical Graphics shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Medical Graphics 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.
    - iv. In the event of a breach of this Agreement by Medical Graphics, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
  - b. Medical Graphics may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.

11. Medical Graphics does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### **III. Technical Violations and Remedies**

**Violation:** During the period January 1, 2020 through December 31, 2020, Medical Graphics failed to immediately list all employment openings with either the state workforce agency job bank or a local employment delivery system ("ESDS") serving the location where the openings occurred, in violation of 41 CFR 60-300.5(a)2-6.

**Remedy:** Medical Graphics will list all employment openings as they occur with an appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Medical Graphics, as required by 41 CFR 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, Medical Graphics must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the ESDS with the name and address of each of its hiring locations within the state and the contact information for Medical Graphics official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to ESDS, Medical Graphics must provide updated information simultaneously with its next job posting.

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Medical Graphics agrees to retain all records relevant to the violation cited in Section III above and the reports submitted in compliance with Paragraph 2, below. Specifically, Medical Graphics must retain copies of mandatory job listings and notice to ESDS. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Medical Graphics will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports**

Medical Graphics agrees to furnish OFCCP with the one report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report: Due on February 1, 2023 covering the period of January 1, 2022 through December 31, 2022.

The report shall include at least the following for the applicable Reporting Period:

- a. Medical Graphics will provide evidence that Medical Graphics immediately listed all employment openings that occurred during the reporting period with either the state workforce agency job bank or a local employment delivery system ("ESDS") serving the location where the openings occurred.
- b. Medical Graphics will provide list of all job openings that occurred during reporting period.
- c. Medical Graphics will provide evidence that Medical Graphics advised the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the ESDS with the name and address of each of its hiring locations within the state and the contact information for Medical Graphics official responsible for hiring at each location.

Medical Graphics will submit reports to Compliance Officer (b) (7)(E), (b) (6) by email at (b) (6), (b) (7)(C)@dol.gov. Medical Graphics and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Medical Graphics provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Medical Graphics believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Medical Graphics will provide such reports to OFCCP marked as

(b) (6) (b) (7)(C)

"Confidential". In the event of a FOIA request, OFCCP will promptly notify Medical Graphics of the FOIA request and provide Medical Graphics an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Medical Graphics' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Medical Graphics in writing within sixty (60) days of the date of the final progress report that Medical Graphics has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Medical Graphics within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Medical Graphics has met all of its obligations under the Agreement.

## V. SIGNATURES

The person signing this Agreement on behalf of Medical Graphics personally warrants that he or she is fully authorized to do so, that Medical Graphics has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Medical Graphics.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Medical Graphics Corp, 350 Oak Grove Pkwy, Saint Paul, Minnesota, 55127.

(b) (6) (b) (7)(C)

Todd Austin  
Chief Executive Officer  
Medical Graphics Corp  
Saint Paul, MN

DATE: 11SEPT2021

(b) (6) (b) (7)(C)

(b) (7)(E), (b) (6)  
Compliance Officer  
OFCCP  
Midwest

DATE: \_\_\_\_\_

(b) (6) (b) (7)(C)

Timothy Roark  
District Director  
OFCCP  
Midwest

DATE: \_\_\_\_\_