

Multi-Establishment Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Cerner Corporation

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated five Cerner Corporation establishments (hereinafter Cerner) located in Kansas City, Missouri and Kansas City, Kansas. The compliance evaluation numbers, and establishment names are OFCCP No. R00204752, Cerner Realization Campus (f/k/a Innovations Campus); OFCCP No. R00210296, Cerner Oaks Campus; OFCCP No. R00210297, Cerner Corporation; OFCCP No. R00205580, Cerner Corporation; and OFCCP No. R00208797, Continuous Campus North Tower (hereinafter Reviewed Establishments). OFCCP alleges that Cerner failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and the respective implementing regulations at Title 41 of the Code of Federal Regulations (C.F.R.) Parts 60-1 through 60-3.

In the interest of resolving the violations without engaging in further legal proceedings, and in exchange for sufficient and valuable consideration described in this document, OFCCP and Cerner (the parties) enter into this Multi-Establishment Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Cerner's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act as amended (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act, as amended (VEVRAA) based on the violations alleged below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Cerner violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the 3-year exemption period for compliance evaluations if OFCCP deems that Cerner is in breach of the Agreement. In exchange for Cerner's fulfillment of all obligations of the Agreement, OFCCP further agrees not to initiate any new audits at or of the Establishments listed on Attachment A until at least 60 days after Cerner submits the final progress report described in Part IX of this Agreement, and the OFCCP confirms to Cerner that it has fully complied with the terms of this Agreement, and the exemption period available in the selection methodology in place henceforth has expired.
 2. OFCCP may review Cerner's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Cerner will permit access to its premises during normal
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business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Cerner 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. Cerner and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Cerner 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, 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.
8. This Agreement becomes effective on the day it is signed by the OFCCP's Regional Director for the Midwest Region (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Cerner submits its final progress report required in Section IX below, unless OFCCP notifies Cerner in writing before the expiration date that Cerner 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 Cerner has met all of its obligations under the Agreement.
11. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Cerner a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Cerner 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 Cerner is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Cerner, 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 agreed to in the Agreement.
- b. Cerner may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27, and/or other appropriate relief for violating this Agreement.
12. This Agreement does not constitute an admission by Cerner of any violation of or noncompliance with the Executive Order, Section 503, or VEVRAA, and their implementing regulations at 41 C.F.R. Chapter 60; or other laws nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. All references to "days" in this Agreement, and in the Timeline included as Attachment F, 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. Special Terms and Conditions

1. Cerner agrees to complete an in-depth review of Systems Engineer I, Technical Solutions Analyst I, and Software Intern positions that utilize the hub requisition recruiting and hiring process ("Relevant Positions") to ensure nondiscriminatory selection practices and report its findings to OFCCP. If actionable disparities (as described in Part VII2(d) of this Agreement) are identified, Cerner agrees to implement corrective actions consistent with the remedy provisions of this Agreement of Part VII2(d). This requirement does not
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modify or impact Cerner's obligation under 41 C.F.R. 60-2.17(b) to evaluate its personnel activity for all positions at all locations.

2. The exemption period, which includes the three year monitoring period and the scheduling exemption period available in the selection methodology in place, applies only to regularly scheduled compliance evaluations of the locations listed in Attachment A. OFCCP will not schedule a new compliance evaluation of the Cerner establishments identified in Attachment A of this Agreement during the monitoring period This scheduling exemption is limited to neutrally scheduled compliance evaluations. OFCCP retains the right to investigate any and all complaints of discrimination at establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA.
3. If Cerner violates the terms of the Agreement, the three-year monitoring period scheduling exemption will be void.
4. This Agreement will not relieve Cerner of its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and nondiscrimination across its entire workforce, including the monitoring of up-to-date Affirmative Action Programs (AAP) and personnel activity.
5. This Agreement will not provide Cerner with any grant of immunity or protection from its requirement to comply with Executive Order 11246.
6. This Agreement between Cerner and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.

IV. Alleged Discrimination Violations

1. Medical Billing/Patient Account Specialist: During the period of July 6, 2015, to June 30, 2019, OFCCP alleges that Cerner discriminated against Black/African American applicants who applied for Medical Billing/Patient Account Specialist positions, in violation of 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for Black/African American applicants when compared to similarly qualified White applicants, resulting in a shortfall of thirty-five (35) Black/African American hires.
 2. System Engineer: During the period of July 6, 2015, to June 30, 2019, OFCCP alleges that Cerner discriminated against Black/African American applicants who applied for System Engineer positions, in violation of 41 CFR § 60-1.4(a) (1). Specifically, OFCCP found statistically significant differences in the hiring rates for Black/African American applicants when compared to similarly qualified White applicants, resulting in a shortfall of twenty (20) Black/African American hires.
 3. Medical Billing/Patient Account Specialist: During the period of July 6, 2015, to June 30, 2019, OFCCP alleges that Cerner discriminated against Asian applicants who applied for Medical Billing/Patient Account Specialist positions, in violation of 41 CFR § 60-1.4(a)
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- (1). Specifically, OFCCP found statistically significant differences in the hiring rates for Asian applicants when compared to similarly qualified White applicants, resulting in a shortfall of five (5) Asian hires.
4. Software Intern: During the period of July 6, 2015, to June 30, 2019, OFCCP alleges that Cerner discriminated against Asian applicants who applied for Software Intern positions, in violation of 41 CFR § 60-1.4(a) (1). Specifically, OFCCP found statistically significant differences in the hiring rates for Asian applicants when compared to similarly qualified White applicants, resulting in a shortfall of ten (10) Asian hires.
 5. Systems Engineer: During the period of July 6, 2015, to June 30, 2019, OFCCP alleges that Cerner discriminated against Asian applicants who applied for System Engineer positions, in violation of 41 CFR § 60-1.4(a) (1). Specifically, OFCCP found statistically significant differences in the hiring rates for Asian applicants when compared to similarly qualified White applicants, resulting in a shortfall of twelve (12) Asian hires.
 6. Technical Solutions Analyst: During the period of July 6, 2015, to June 30, 2019, OFCCP alleges that Cerner discriminated against Asian applicants who applied for Technical Solutions Analyst, in violation of 41 CFR § 60-1.4(a) (1). Specifically, OFCCP found statistically significant differences in the hiring rates for Asian applicants when compared to similarly qualified White applicants, resulting in a shortfall of ten (10) Asian hires.

V. Financial Remedy

1. Settlement Fund

The total Settlement Fund is a negotiated amount that represents estimated back pay and accrued interest. Cerner's share of taxes on the portion representing back pay (such as federal, state, and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund.

- a. **Claims Administrator.** Cerner shall engage a Claims Administrator to oversee the initiation of the Settlement Fund, administration of the fund account, notice to the Affected Applicants (Attachment B), and distribution of the Settlement Fund in accordance with the terms of the Agreement.
 - b. **Settlement Fund Account.** Within ten (10) business days after the Effective Date, Cerner will deposit a total of \$1,860,000.00 in an FDIC-insured interest-bearing account maintained by Claims Administrator at the prevailing interest rate. By the deadline set forth in the Timeline, Cerner will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the Settlement Fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, Cerner will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions, and the amount
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of accrued interest on the account. Cerner will be responsible for any banking account fees.

- c. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$1,674,000 in back pay and \$186,000 in interest to resolve the alleged violations set forth above, as follows:
 - i. **Medical Account/Patient Account Specialist (Black):** \$621,000 in back pay and \$69,000 in interest.
 - ii. **System Engineer (Black):** \$495,000 in back pay and \$55,000 in interest.
 - iii. **Medical Account/Patient Account Specialist (Asian):** \$81,000 in back pay and \$9,000 in interest.
 - iv. **Software Intern (Asian):** \$90,000 in back pay and \$10,000 in interest.
 - v. **System Engineer (Asian):** \$297,000 in back pay and \$33,000 in interest.
 - vi. **Technical Solutions Analyst (Asian):** \$90,000 in back pay and \$10,000 in interest.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts in the Settlement Fund, plus any additional interest that accrues on this interest-bearing account, will be distributed among the Class Members as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state, or local taxes.
 - b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants (identified in Attachment B) who timely respond to the Notice Process as explained below (hereinafter Eligible Class Members). These individuals will be listed on the Final List of Eligible Class Members (Final List). The process of determining the Final List is explained under Notice Process section below. OFCCP will determine the final amount for each Eligible Class Member for each of the jobs included in the Agreement based on the final number of Eligible Class Members and negotiated settlement amount. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Cerner.
 - c. **Payments to Eligible Class Members.** OFCCP will provide Cerner a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. Cerner's designated Claims Administrator will issue checks as the sole payor or make electronic payments to each Eligible Class Member in the stated amount, along with appropriate tax reporting forms (such as Internal Revenue Service (IRS) Form W-2 or Form 1099) by the date set forth on the Timeline. OFCCP will
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receive timely documentation of all payments made and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. OFCCP will provide alternate addresses to Cerner for those payments that were returned as undeliverable as described in the Timeline. Cerner will re-mail those checks to the new address.

Cerner will notify OFCCP of any uncashed check or returned checks ninety (90) days after the initial mailing of the checks. Eligible Class Members have 120 days to cash their checks, after which the check becomes void. With respect to any uncashed funds, Cerner, either directly or via the designated Claims Administrator, will make a second distribution, as described in the Timeline, to all Eligible Class Members who cashed their first check. However, if the second distribution to each Eligible Class Member would not result in a payment of at least \$50.00, then the uncashed funds shall be spent on additional training for Cerner hiring and recruiting personnel. The second distribution will not be limited to the sums identified by job categories.

- d. **Tax Payments, Forms, and Reporting.** Cerner will pay the employer's share of social security withholdings, and any other tax payments required by law, from additional funds separate from the Settlement Fund. Cerner shall mail to each Eligible Class Member who actually receives a payment hereunder an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099-INT for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Members either at the time of payment, electronically or with the settlement checks, or at the same time that Cerner issues IRS Forms W-2 and 1099-INT for payments made in the same tax year as the payment(s) made to the Eligible Class Member. No Eligible Class Member will be required to complete a W-4 or W-9 to receive payments under this settlement.

3. Notice Process

- a. **OFCCP and Cerner Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the Affected Applicants and through multiple channels (if appropriate) and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Cerner and OFCCP will meet and confer in person, by phone, and/or by email on the Notice Process to determine how best to carry out the notice provisions of this Agreement, and to decide whether any activity, deadline, or document should be modified. OFCCP and Cerner agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
 - b. **Timeline.** Attachment F sets forth the agreed Timeline for notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
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- c. **Search for Affected Applicants.** In instances where a mailing address for an Affected Applicant in Attachment B is not available, the Claims Administrator – within thirty (30) calendar days of the Effective Date – will provide OFCCP with a list of the Affected Applicants for which addresses are unavailable. OFCCP will search for updated information and within ten (10) days of receipt of the updated Affected Applicant list, OFCCP will provide the Claims Administrator with a final Affected Applicants list to be used for distribution of notice to Affected Applicants.
- d. **Notice Documents.** The designated Claims Administrator will distribute Notice Documents to Affected Applicants identified in Attachment B consistent with the sample Notice Documents contained in Attachments C-E. The Notice Documents will include a Notice, Release of Claims, and Information Verification Forms. The Notice Documents may also include other materials, such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Claims Administrator, if proposed by either party.
- e. **Distribution of Mail Notice to Affected Applicants.** The designated Claims Administrator will provide initial notice by regular first-class mail. Claims Administrator will send copies of all the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned to the Claims Administrator with forwarding addresses, the Claims Administrator will re-mail the Notice Documents to the forwarding address within fifteen (15) days receipt of the forwarding address.
- f. Within five (5) business days of receipt of a Notice Documents letter or email returned as undeliverable, Claims Administrator will notify OFCCP and OFCCP will then attempt to obtain and provide updated addresses to Claims Administrator. Claims Administrator will use these new addresses to notify the individuals of their status as Class Members and provide them with a second mailing of the documents described above. Within five (5) days of obtaining an updated mailing or email address for an Affected Applicant, Claims Administrator will re-mail/email the Notice Documents. On a bi-weekly basis, Claims Administrator will notify OFCCP of all letters and emails returned as undeliverable, the results of attempts to obtain updated information for each Affected Applicant, and the date Notice Documents were re-mailed/emailed. Per the Timeline, Claims Administrator will provide OFCCP the names of Affected Applicants who did not respond to the Notice Documents, or who failed to return both forms or to sign a form as required. Based on the response to the initial mail notice, the parties will
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- meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. OFCCP may attempt to locate those Affected Applicants who did not respond and may reach out to Affected Applicants who did not submit both forms, or who failed to sign a form. OFCCP will provide the Claims Administrator with information for a second mailing in accordance with the Timeline. The Claims Administrator will send a second mail notice to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.
- g. **Distribution of Notice by Other Means.** Cerner shall work with the OFCCP to develop a recommended plan for notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact. These other means will be designed to maximize the ability of Affected Applicants to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- h. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the Notice Documents by providing completed executed Information Verification Forms and Releases is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- i. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. Cerner will provide OFCCP's contact information to any Affected Applicant with questions or concerns.
- j. **Exchange of Information Regarding Affected Applicants.** Cerner and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- k. **Final List of Class Members.** The Final List will include all Affected Applicants who timely respond to the notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially Eligible Class Members who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Cerner will provide to OFCCP any information necessary to determine the Final List.
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- l. **Documentation of Payments.** By the deadline set forth in the Timeline, Cerner will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received, or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Cerner will provide similar documentation on the second distribution.
- m. **Cerner's Expenses.** Cerner will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the settlement.

VI. Nonmonetary Relief

1. Job Opportunities

Description of Job Opportunities. As vacancies occur in the Relevant Positions, Cerner shall make bona fide job offers to Eligible Class Members who have: (1) expressed interest in employment; (2) are not currently employed by Cerner in the job at issue by Contractor or a comparable job with similar compensation; and (3) meet the then-applicable job requirements, until the shortfalls listed in Section IV above for each respective position are hired or the list of Eligible Class Members is exhausted, whichever comes first. Eligible Class Members must meet the following job requirements in order to be provided a job offer under the terms of this Agreement: (1) complete and submit an updated application; (2) be eligible to work in the United States, (3) meet the minimum qualifications for the position offered (4) passes all required post-offer, pre-employment screens and reference checks. Class Members will have priority over other candidates for hire into the Relevant Positions. As vacancies occur in the Relevant Positions, Cerner shall contact the Eligible Class Members with a written job offer in the order in which the Eligible Class Member submitted their Information Verification and Employment Interest Form, (Attachment D2-D4) Release of Claims Form, or, if the Form[s] was received on the same day, in the order of their original application date.

The report-to-work date for Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Class Member must report to work on the day designated or provide Contractor notice of good cause for their absence on or before that date. Otherwise, Contractor may withdraw the job offer and shall be under no obligation to hire the Class Member under this Agreement, but it remains obligated to hire until the shortfalls noted in Part III are filled or the list of Class Members is exhausted, whichever comes first.

Cerner agrees to pay Eligible Class Members hired under this provision at least the current entry level wage based on applicants' qualifications for the Relevant Positions and provide all regular and on-the-job training currently provided to employees in that position.

- a. **Reporting.** Cerner will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Class Members hired and terminated during the monitoring period as set forth in Section IX, OFCCP Monitoring Period, below.

VII. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Compliance.** Cerner will ensure that all applicants are afforded equal employment opportunities. Cerner agrees to implement the corrective actions detailed below.
 2. **Revised Hiring Process.** In accordance with the Timeline, Cerner will revise in writing and as appropriate, the practices, policies, and procedures it uses to select applicants to the Relevant Positions (Revised Hiring Process). The Revised Hiring Process requires Cerner to retain a consultant to analyze the Revised Hiring Process, evaluate, and make additional recommendations as appropriate. Further, the consultant will analyze individual components of the selections process if adverse impact exists in accordance with the Uniform Guidelines on Employee Selection Procedures (41 C.F.R. § 60-3) to ensure the effectiveness of the Revised Hiring Process.
 - a. Eliminate Discriminatory Selection Procedures: Cerner shall comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. § 60-3. Cerner will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on applicants of a particular sex or race unless Cerner properly validates the procedure pursuant to these regulations.
 - b. Recordkeeping and Retention: Cerner shall implement procedures to ensure that applicants are tracked, and selection decisions are documented at each step in the hiring process. Cerner shall write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. §§ 60-1.12(a) and 60-3.
 - c. Training: Within 12 months of the Effective Date of this Agreement, Cerner shall provide initial training, and design a system of ongoing training, for managers and all individuals involved in any way in recruiting, selecting, or tracking of applicants for the Relevant Positions. The training shall focus on equal opportunity in hiring. The training will include (but is not limited to) instructions in: the implementation of Cerner's recruitment, tracking, and selection procedures; neutral application of the 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 60-3. Cerner shall maintain a list of associates who attended the training.
 - d. Monitoring: Cerner shall monitor selection rates at each step of its selection process for the Relevant Positions, as defined in Part III (1) of this Agreement. If it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race, Cerner will eliminate the procedure, choose an alternative procedure, or validate the procedure
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in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 C.F.R. § 60-3. Cerner shall maintain and make available to OFCCP records concerning the impact of the selection process for the Relevant Positions. These records must include the number of persons applied and hired by race and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as required by the regulations, whichever is later.

VIII. Technical Violations and Remedies

1. **VIOLATION:** During the review periods, OFCCP alleges that Cerner failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its E.O. 11246 Affirmative Action Programs (AAP), as required by 41 C.F.R. § 60.2.17(d). Specifically, OFCCP alleges that Cerner did not monitor its hiring processes, nor did it internally report on or review results with all levels of management.

REMEDY: Cerner will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its AAPs as required by 41 CFR § 60-2.17(d). Cerner shall evaluate the individual components of the selection process after determining the total selection process for a job has adverse impact. Cerner shall make this evaluation in accordance with the requirements of 41 C.F.R. § 60-3.4C.

2. **VIOLATION:** During the review periods, OFCCP alleges that Cerner failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR § 60-2.17(b). Specifically, OFCCP alleges that Cerner had hiring activity that showed statistically significant adverse impact against Black/African American and Asian applicants during the review periods, and Cerner failed to conduct in-depth analyses of the cause of the adverse impact any further.

REMEDY: Cerner shall perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist as required by 41 C.F.R. § 60-2.17(b).

IX. Reports Required During OFCCP Monitoring Period

1. **Recordkeeping.** Cerner agrees to retain all records relevant to the alleged violations cited in Sections IV and VIII above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Applicant Tracing System (ATS), Human Resources Information System (HRIS) payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Cerner will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
 2. **Cerner Reports.**
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a) **Schedule and Instructions.** Cerner agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

i. **Progress Report 1:** The first report will be due on March 30, 2024, and will cover the period August 5, 2022 through December 31, 2023.

ii. **Progress Report 2:** The second report will be due twelve (12) months after the first report and will cover the period January 1, 2024 through December 31, 2024.

iii. **Progress Report 3:** The third report will be due twelve (12) months after the second report and will cover the period January 1, 2025 through December 31, 2025.

Cerner will submit reports to Johanna Aviles at (b) (6), (b) (7)(C)
Cerner 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 Cerner provides in accordance with this Agreement are customarily kept private or closely held, and Cerner believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA), Cerner will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

iv. **Reports on Job Offers to Eligible Class Members.** In each Progress Report, Cerner will report on all job offers and hires made to date pursuant to the Agreement until the shortfalls listed in Section IV above for the Reviewed Establishments are filled or the list of Eligible Class Members expressing interest in the positions is exhausted. This includes:

i. Documentation of all job offers made to Eligible Class Members, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.

ii. Documentation of Eligible Class Members who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application (if any), and the reason Cerner determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.

iii. Documentation of Eligible Class Members who were hired and terminated during the life of this Agreement and the reason for the termination.

iv. Documentation of the number of available Relevant Positions remaining to be filled and the number of Eligible Class Members still on the list.

- v. Documentation of the start dates for Eligible Class Members who were hired.
 - vi. If Cerner has not filled all positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - vii. If Cerner fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 9 and 10 of this Agreement to extend the Monitoring Period or to pursue enforcement remedies.
- c) **Affirmative Action Programs.** Cerner will submit its current year AAP E.O. 11246 annual statistical reports required under 41 C.F.R. § 60.2.11 – § 60.2.16 for the Reviewed Establishments with the first Progress Report and annually thereafter while the Monitoring Period is in effect.
- d) **Reports on Modifications to Personnel Practices.** In each Progress Report, Cerner will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. OFCCP and Cerner will meet 6 months after the effective date of this Agreement to discuss what modifications to personnel practices have been implemented or in development.
- e) **Reports on Hiring Activity and Analysis.** In each Progress Report, Cerner will report the following information for the Relevant Positions at each of the establishments listed in Attachment A:
- i. The total number of applicants for and hires into the Relevant Positions, and the breakdown by race of all applicants for and hires into the Relevant Positions during the reporting period, including all temporary, part-time, full-time, and seasonal workers (if applicable).
 - ii. For the Relevant Positions, the results of Cerner's analysis as to whether its total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B. (For purposes of the adverse impact analysis, Cerner must not include hires made pursuant to this Agreement in that analysis.)
 - iii. For each case in which the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Cerner's evaluation of the individual components of the selection process for adverse impact.
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- iv. The actions taken by Cerner upon determining that any component of the selection process has an adverse impact on members of protected group set forth in Part III above.
- v. The in-depth analyses performed by Cerner pursuant to items iii and iv above.

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 Cerner's final Progress Report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Cerner in writing within sixty (60) days of the date of the final Progress Report that Cerner has not fulfilled all 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 Cerner within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Cerner has met all of its obligations under the Agreement.

X. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Cerner Corporation.

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

DANIEL P. DEVERS
Chief Legal Officer
Cerner Corporation

DATE: 03 August 2022

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

CARMEN NAVARRO
Regional Director
Midwest

DATE: 8/8/22

Attachments:

- A. List of Cerner Locations
- B. List of Affected Applicants
- C. Notice to Affected Applicants
 - C1 – Medical Billing/Patient Account Specialist

- C2 – System Engineer
 - C3 – Software Intern
 - C4 – Technical Solutions Analyst
 - D. Information Verification & Employment Interest Form
 - D1 – Medical Billing/Patient Account Specialist
 - D2 – System Engineer
 - D3 – Software Intern
 - D4 – Technical Solutions Analyst
 - E. Release of Claims
 - E1 - Medical Billing/Patient Account Specialist
 - E2 – System Engineer
 - E3 – Software Engineer
 - E4 – Technical Solutions Analyst
 - F. Timeline
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ATTACHMENT A

Cerner Locations with Relevant Positions that use HUB Requisition and Hiring Process

Cerner Realization Campus (f/k/a Innovations Campus)
10234 Marion Park Drive
Kansas City, MO 64137
OFCCP No. R00204752

Cerner Corporation
2900 Rock Creek Parkway
North Kansas City, MO 64117
OFCCP No. R00210297

Cerner Corporation
10201 Abilities Way
Kansas City, KS 66111
OFCCP No. R00205580

Continuous Campus North Tower
10200 Abilities Way
Kansas City, KS 66111
OFCCP No. R00208797

1Cerner Corporation
8779 Hillcrest Rd
Kansas City, MO 64138

Cerner Corporation
2800 Rock Creek Parkway
North Kansas City, MO 64117

1 8779 Hillcrest Rd, Kansas City, MO, what Cerner refers to as “Innovation” campus actually has four buildings and four separate AAPs. These four buildings will be covered by the terms of this agreement.

Attachment B
Medical Billing/ Patient Account Specialist

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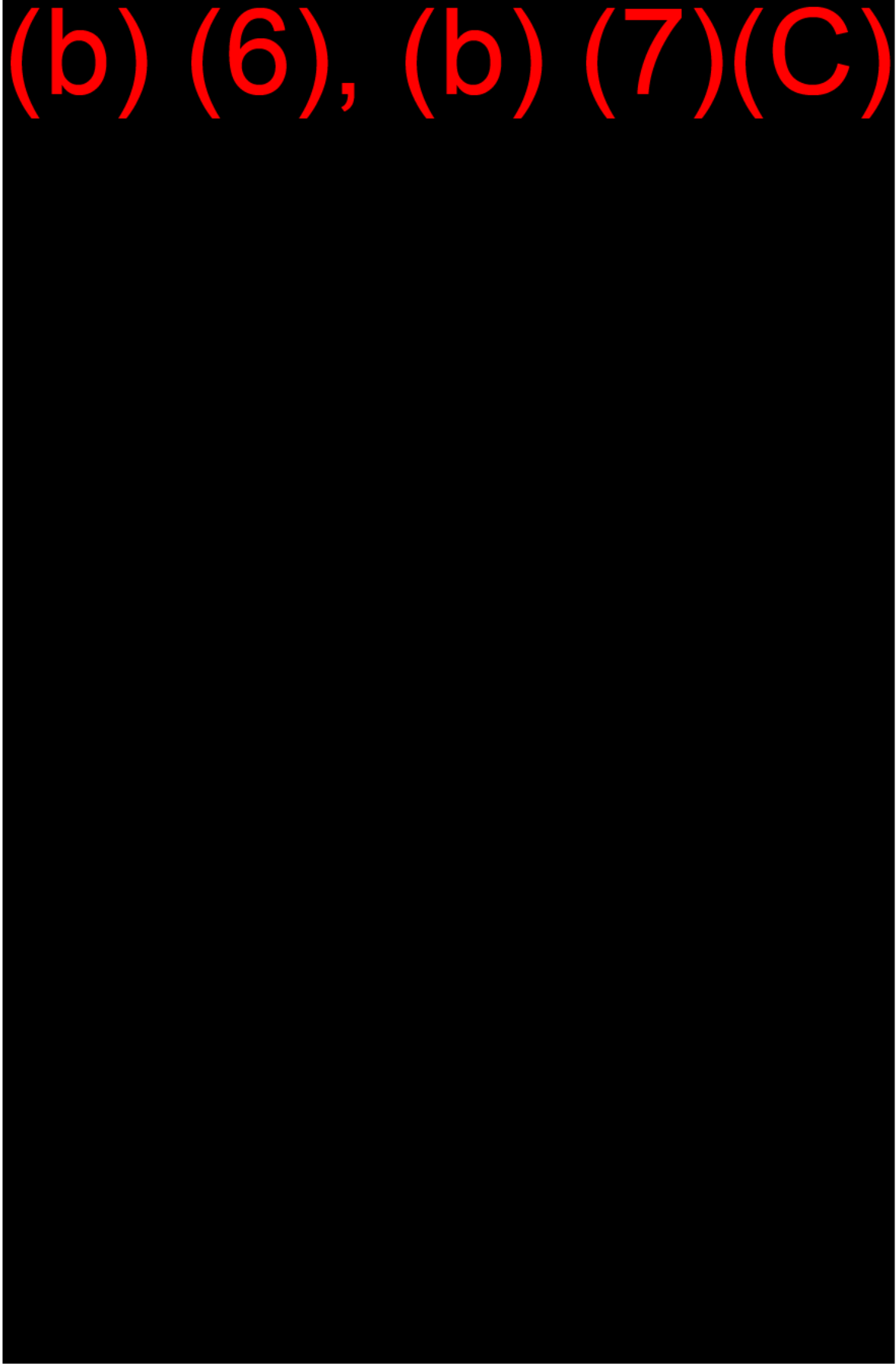
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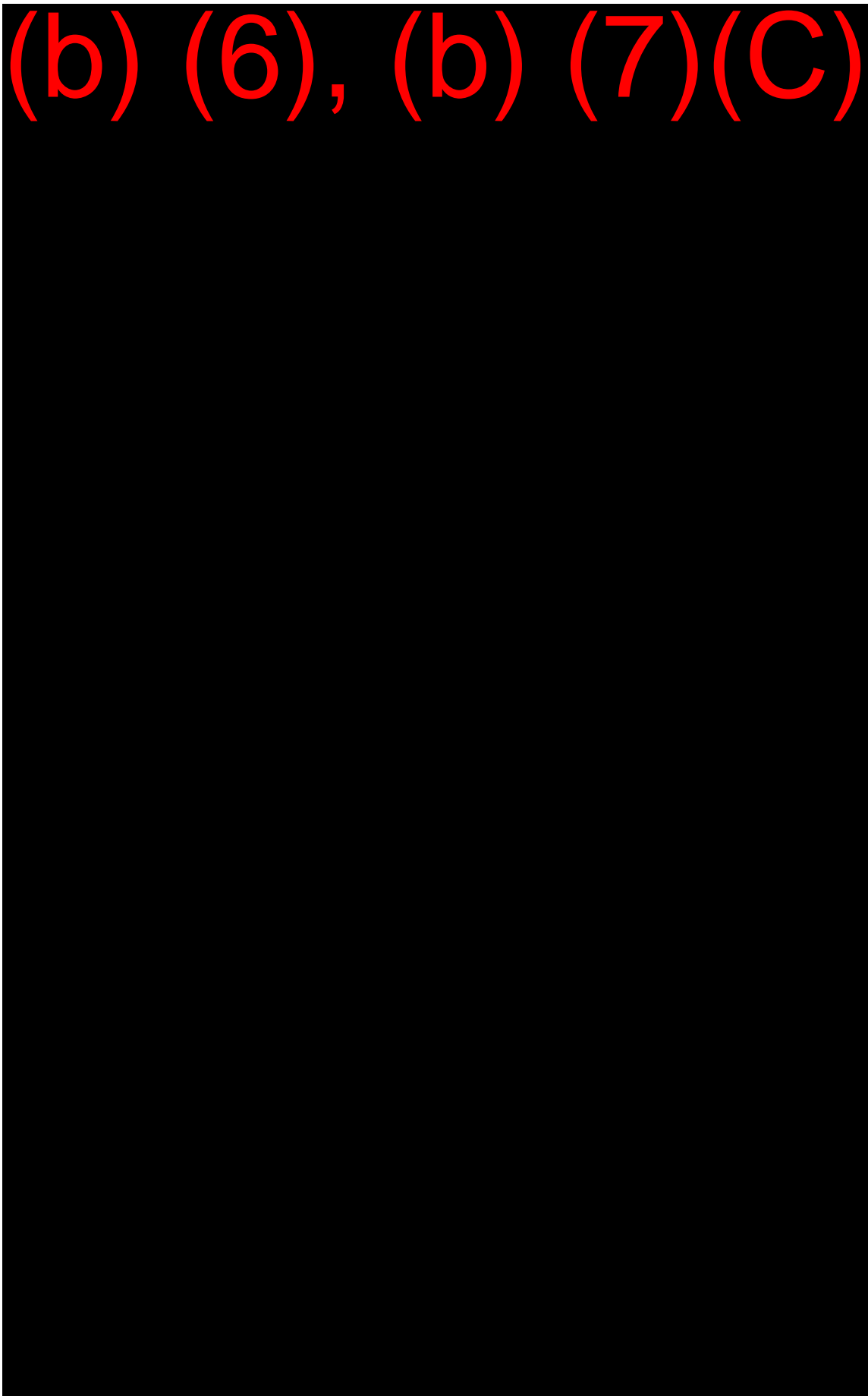
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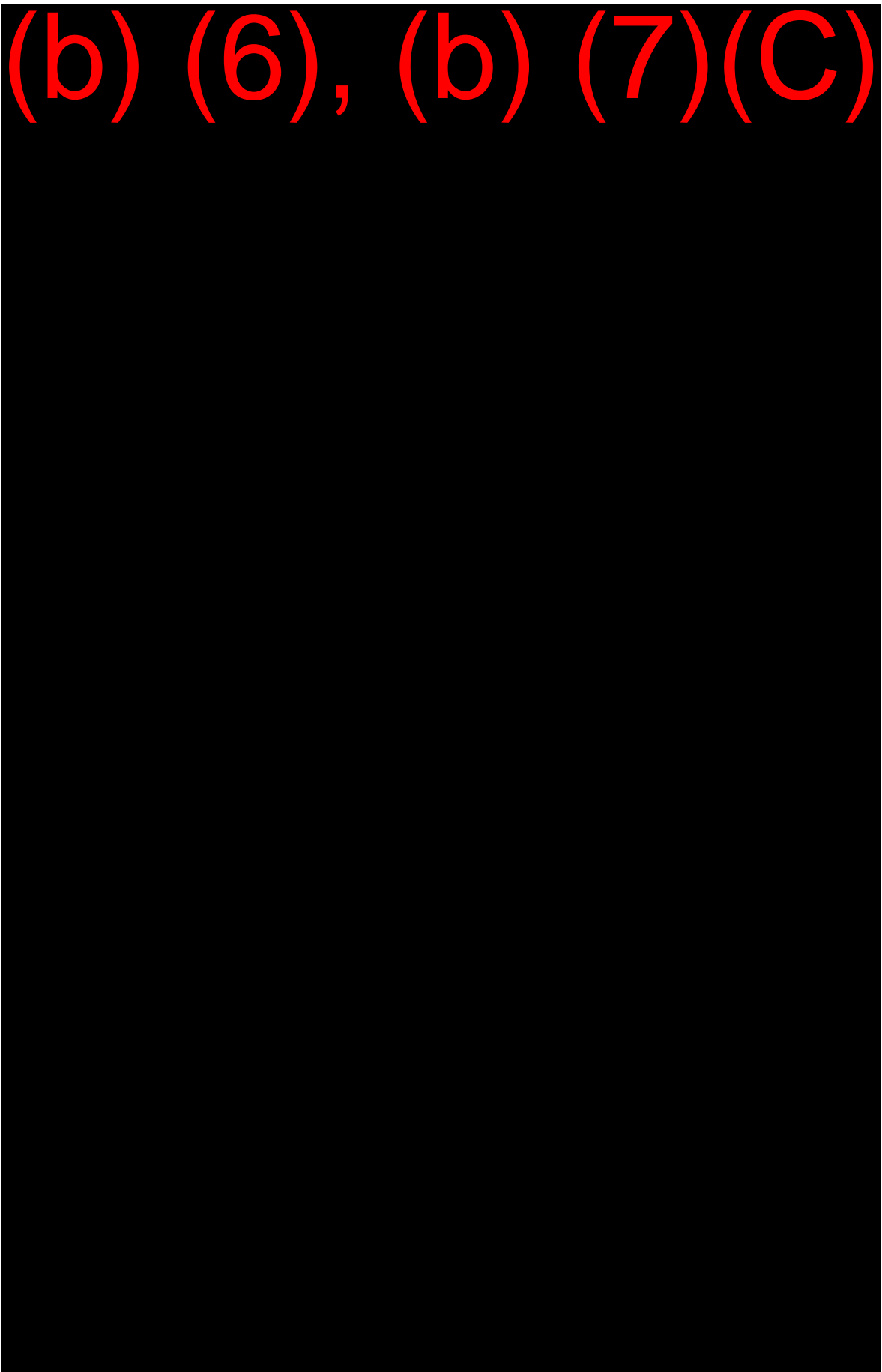
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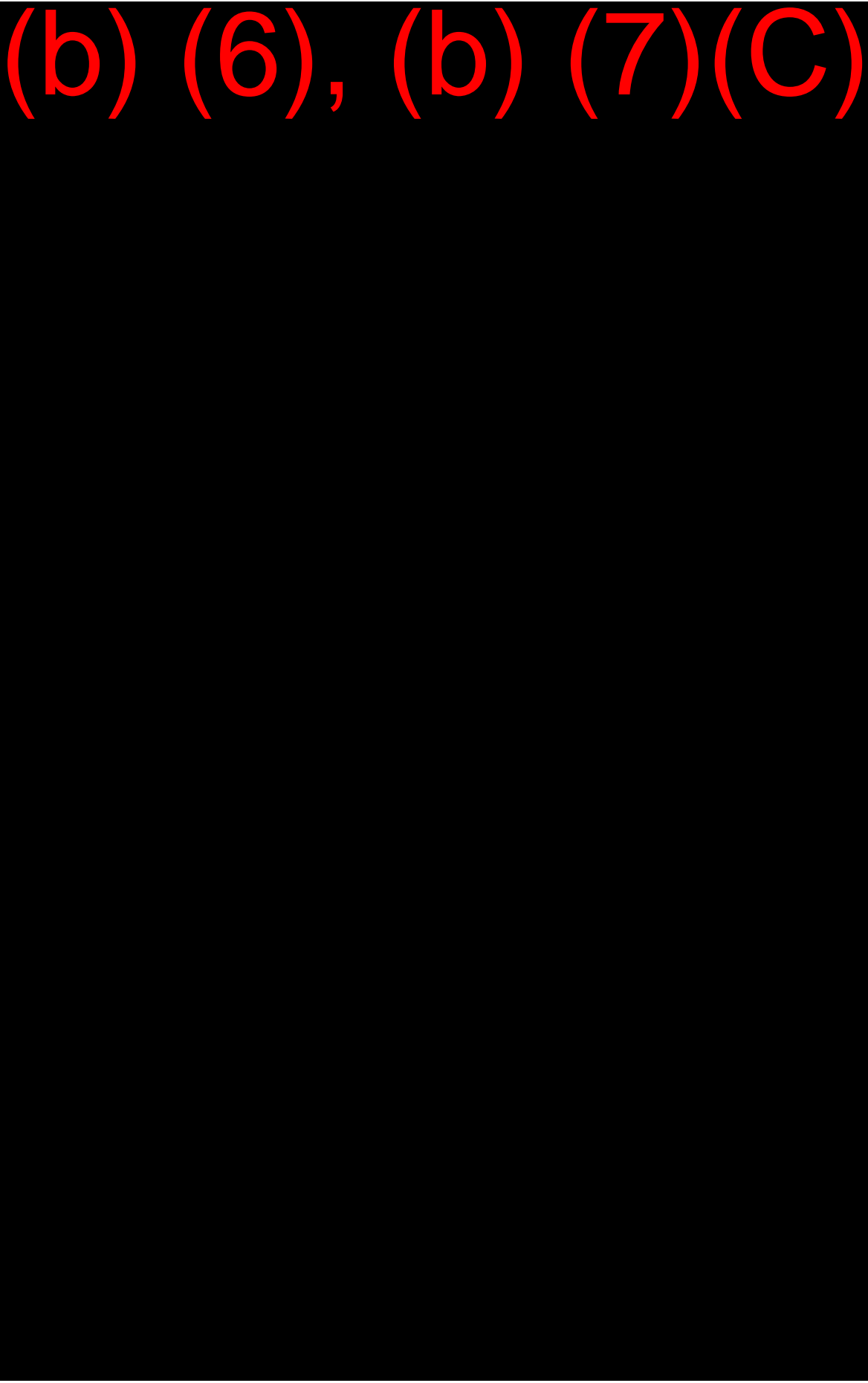
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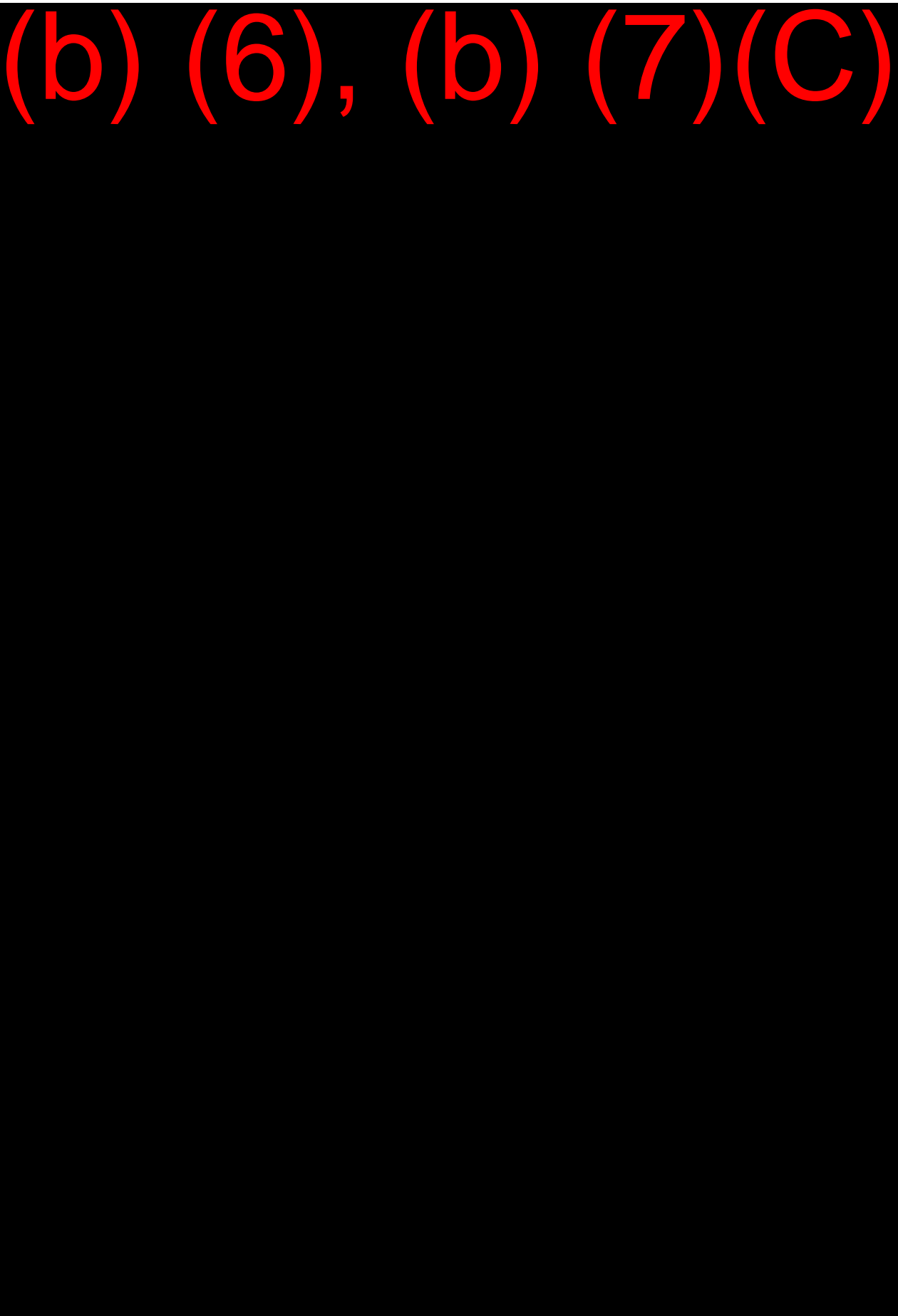
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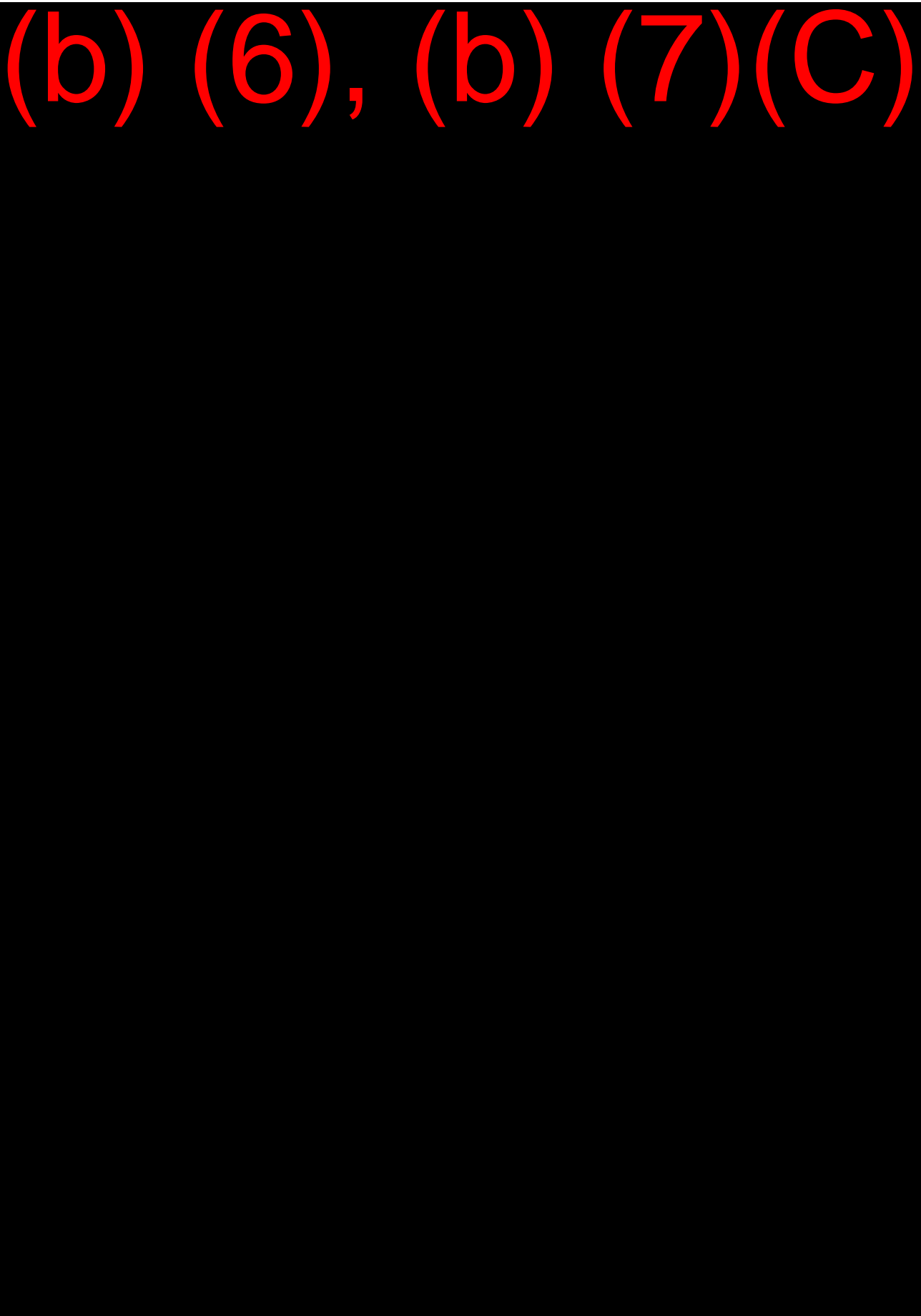
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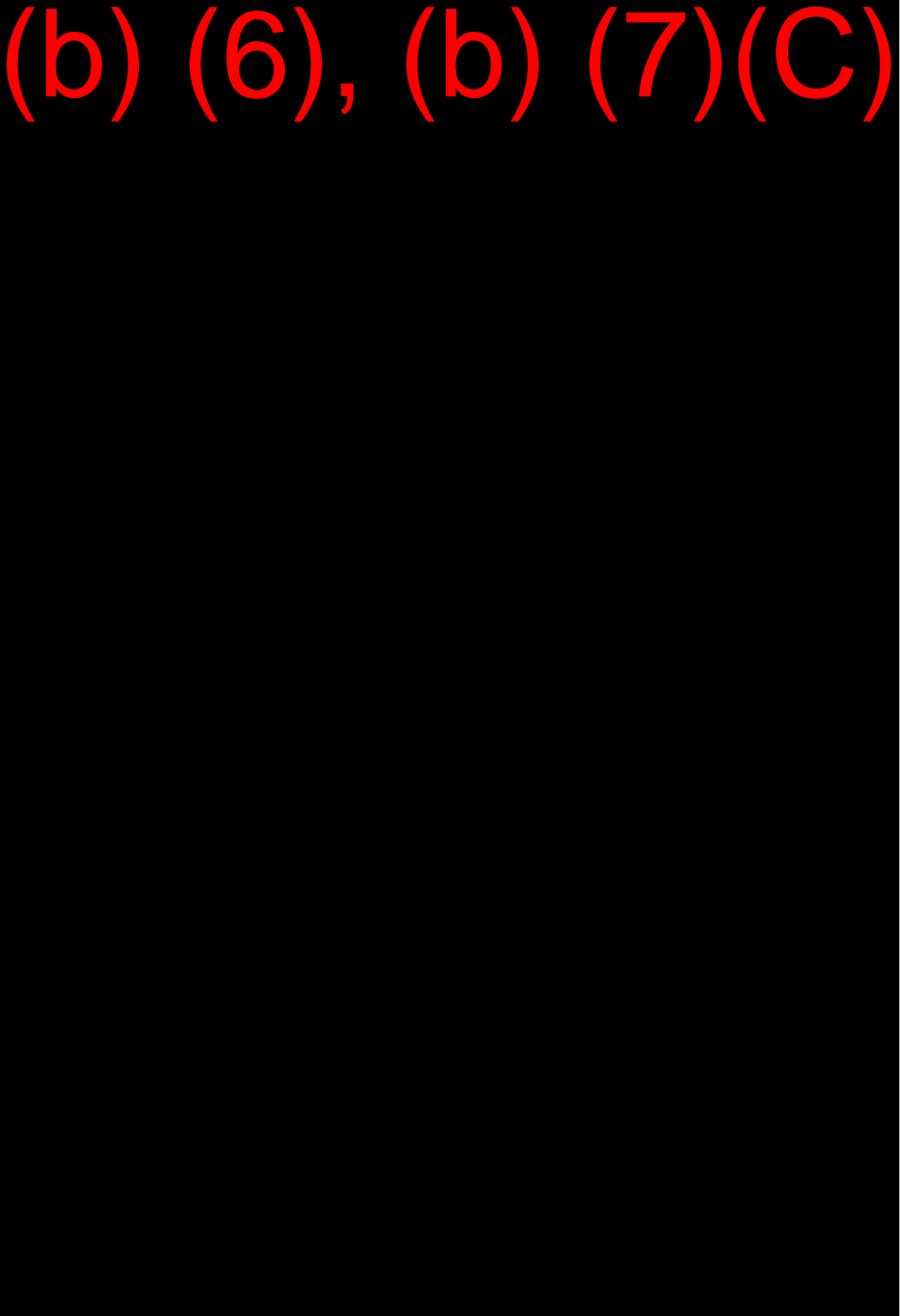
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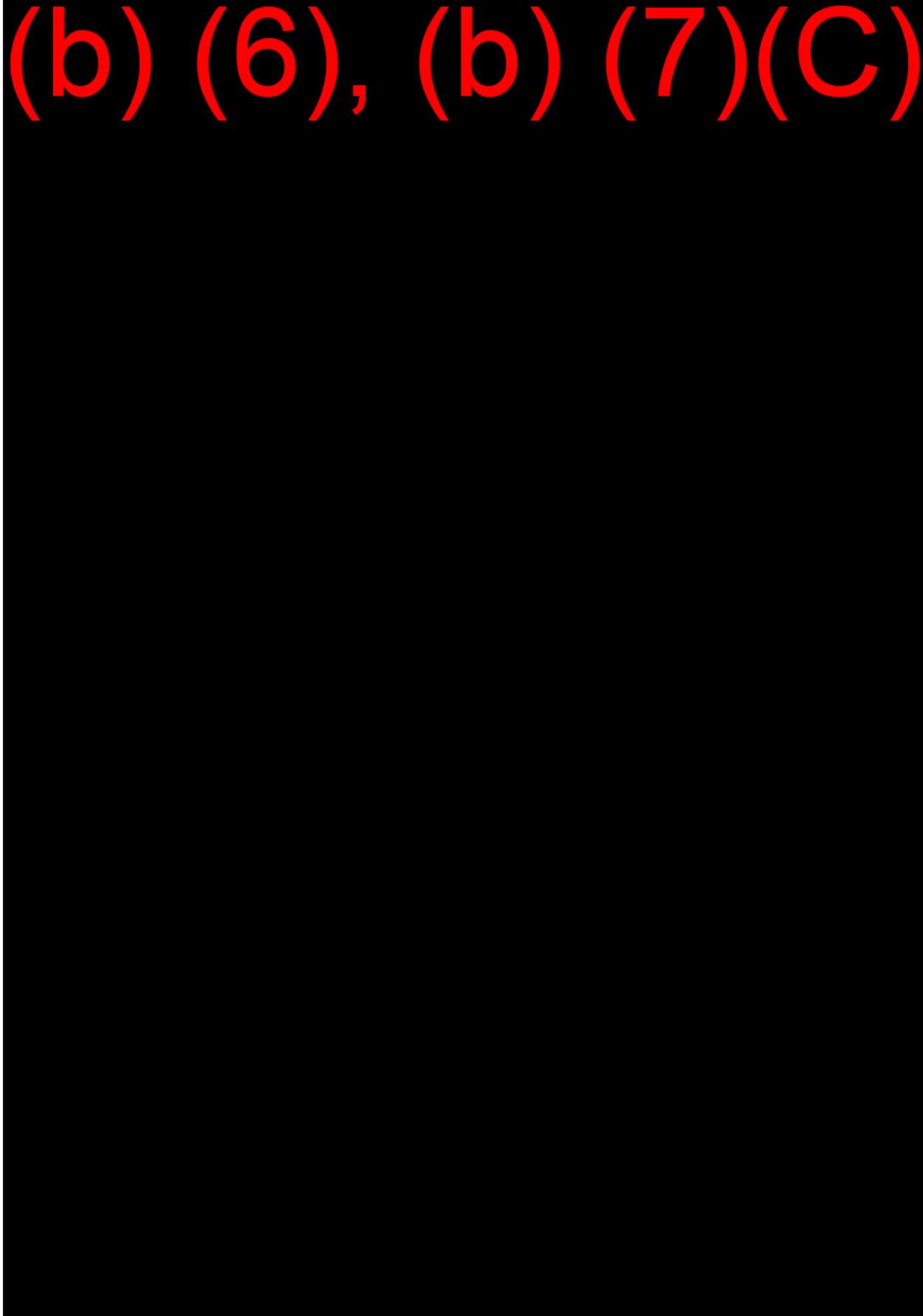
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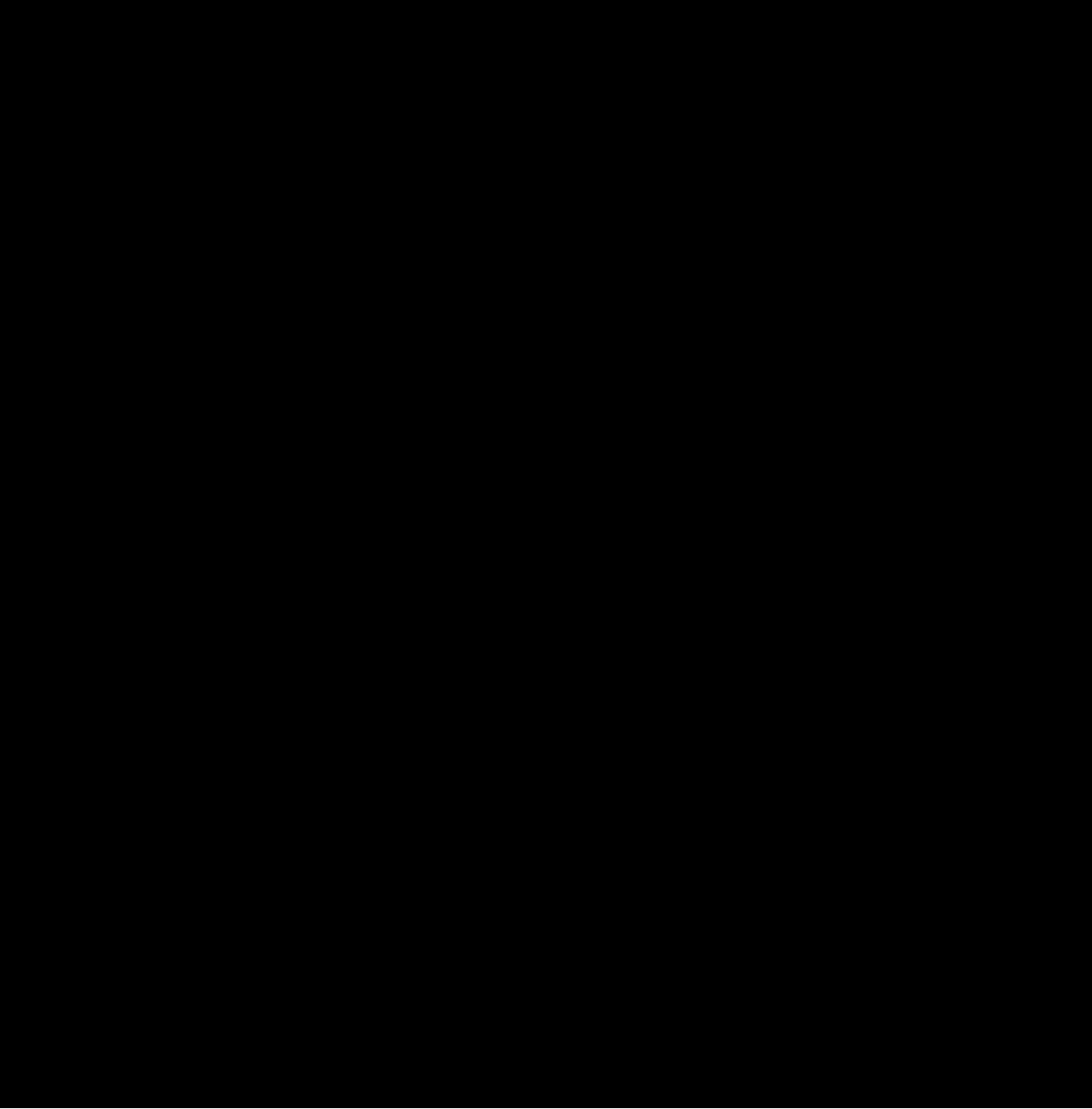
System Engineer

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**ATTACHMENT C1
NOTICE TO AFFECTED APPLICANTS**

Dear *[name]*:

Cerner Corporation and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during compliance reviews of Cerner Corporation's facilities located in Kansas City, Missouri and Kansas City, Kansas.² OFCCP's analysis showed statistically significant disparities in the hiring rates of Black applicants and Asian applicants for Medical Billing/Patient Account Specialist during the period of July 6, 2015, through June 30, 2019 (Review Period). Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP's website at www.dol.gov/ofccp/classmembers. Cerner Corporation has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that Cerner Corporation violated any laws. OFCCP and Cerner Corporation entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied but was not hired for a Medical Billing/Patient Account Specialist position during the Review Period. As part of this Agreement, you are eligible to receive a distribution of at least \$*[XXX]*, less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution. To be eligible for a payment, you must complete, sign, and return **both** the enclosed Information Verification and Employment Interest Form Verification and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by *[Insert date affected applicants must respond]*.**

[Name]

[Position]

Company

[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form Verification and Release of Claims Form.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO Cerner Corporation BY *[Insert date affected applicants must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

² The establishment names are Cerner Innovations Campus, Cerner Oaks Campus, Cerner Corporation, Cerner Corporation, and Continuous Campus North Tower.

Enclosures
Information Verification and Employment Interest Form
Release of Claims Form

**ATTACHMENT C2
NOTICE TO AFFECTED APPLICANTS**

Dear *[name]*:

Cerner Corporation and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during compliance reviews of Cerner Corporation's facilities located in Kansas City, Missouri and Kansas City, Kansas.³ OFCCP's analysis showed statistically significant disparities in the hiring rates of Black applicants and Asian applicants for System Engineer during the period of July 6, 2015 through June 30, 2019 (Review Period). Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP's website at www.dol.gov/ofccp/classmembers. Cerner Corporation has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Cerner Corporation violated any laws. OFCCP and Cerner Corporation entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied for a System Engineer position but was not hired during the Review Period. As part of this Agreement, you are eligible to receive a distribution of at least \$*[XXX]* less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution. To be eligible for a payment, you must complete, sign, and return **both** the enclosed Information Verification and Employment Interest Form Verification and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by *[Insert date affected applicants must respond]*.**

[Name]
[Position]
Company
[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form Verification and Release of Claims Form.

In addition to the monetary distribution, Cerner Corporation will be making job offers for System Engineer positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Cerner Corporation, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for System Engineer positions in the order that Cerner Corporation receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant

³ The establishment names are Cerner Innovations Campus, Cerner Oaks Campus, Cerner Corporation, Cerner Corporation, and Continuous Campus North Tower.

to this Agreement will be provided with retroactive seniority for purposes of benefits. If you have any questions you may call [name] at Cerner Corporation at [phone number], or OFCCP Compliance Officer [name] at [phone number]. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO Cerner Corporation BY *[Insert date affected applicants must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures
Information Verification and Employment Interest Form
Release of Claims Form

**ATTACHMENT C3
NOTICE TO AFFECTED APPLICANTS**

Dear [name]:

Cerner Corporation and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during compliance reviews of Cerner Corporation's facilities located in Kansas City, Missouri and Kansas City, Kansas.⁴ OFCCP's analysis showed statistically significant disparities in the hiring rates of Asian applicants for Software Intern positions during the period of July 6, 2015 through June 30, 2019 (Review Period). Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP's website at www.dol.gov/ofccp/classmembers. Cerner Corporation has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Cerner Corporation violated any laws. OFCCP and Cerner Corporation entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied for a Software Intern position but was not hired during the Review Period. As part of this Agreement, you are eligible to receive a distribution of at least \$[XXX] less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution. To be eligible for a payment, you must complete, sign, and return **both** the enclosed Information Verification and Employment Interest Form Verification and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by [Insert date affected applicants must respond].**

[Name]
[Position]
Company
[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form Verification and Release of Claims Form.

In addition to the monetary distribution, Cerner Corporation will be making job offers for Software Intern positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Cerner Corporation, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Software Intern positions in the order that Cerner Corporation receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits. If you

⁴ The establishment names are Cerner Innovations Campus, Cerner Oaks Campus, Cerner Corporation, Cerner Corporation, and Continuous Campus North Tower.

have any questions you may call [*name*] at Cerner Corporation at [*phone number*], or OFCCP Compliance Officer [*name*] at [*phone number*]. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO Cerner Corporation BY [*Insert date affected applicants must respond*], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures
Information Verification and Employment Interest Form
Release of Claims Form

**ATTACHMENT C4
NOTICE TO AFFECTED APPLICANTS**

Dear [name]:

Cerner Corporation and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during compliance reviews of Cerner Corporation's facilities located in Kansas City, Missouri and Kansas City, Kansas.⁵ OFCCP's analysis showed statistically significant disparities in the hiring rates of Asian applicants for Technical Solutions Analyst during the period of July 6, 2015 through June 30, 2019 (Review Period). Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP's website at www.dol.gov/ofccp/classmembers. Cerner Corporation has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Cerner Corporation violated any laws. OFCCP and Cerner Corporation entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied for a Technical Solutions Analyst position but was not hired during the Review Period. As part of this Agreement, you are eligible to receive a distribution of at least \$[XXX] less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution. To be eligible for a payment, you must complete, sign, and return **both** the enclosed Information Verification and Employment Interest Form Verification and Release of Claims Form. The forms should be mailed as soon as possible to the address below. **For you to be eligible to participate in the settlement, your documents must be received by [Insert date affected applicants must respond].**

[Name]

[Position]

Company

[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form Verification and Release of Claims Form.

In addition to the monetary distribution, Cerner Corporation will be making job offers for Technical Solutions Analyst positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Cerner Corporation, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Technical Solutions Analyst positions in the order that Cerner Corporation receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive

⁵ The establishment names are Cerner Innovations Campus, Cerner Oaks Campus, Cerner Corporation, Cerner Corporation, and Continuous Campus North Tower.

seniority for purposes of benefits. If you have any questions you may call *[name]* at Cerner Corporation at *[phone number]*, or OFCCP Compliance Officer *[name]* at *[phone number]*. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO Cerner Corporation BY *[Insert date affected applicants must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures
Information Verification and Employment Interest Form
Release of Claims Form

**ATTACHMENT D1
INFORMATION VERIFICATION**

You must complete this form to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Cerner Corporation and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____
Address: _____
Telephone Nos.: Home: _____ Cell: _____ Work: _____
Email: _____

Notify Cerner Corporation at the address below if your address, email address, or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date affected applicants must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[Name]
[Address]

I, (print name) _____, certify the above is true and correct.

Signature

Date

**ATTACHMENT D2
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

You must complete this form to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Cerner Corporation and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____
Address: _____
Telephone Nos.: Home: _____ Cell: _____ Work: _____
Email: _____

Notify Cerner Corporation at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____
Please indicate below whether you are currently interested in employment in a System Engineer with Cerner Corporation. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with Cerner Corporation as a System Engineer position.

No, I am not currently interested in employment with Cerner Corporation as a System Engineer position.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date affected applicants must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

I, (print name) _____, certify the above is true and correct.

Signature

Date

**ATTACHMENT D3
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

You must complete this form to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Cerner Corporation and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____
Address: _____
Telephone Nos.: Home: _____ Cell: _____ Work: _____
Email: _____

Notify Cerner Corporation at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____
Please indicate below whether you are currently interested in employment in a Software Intern position with Cerner Corporation. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

- Yes, I am still interested in employment with Cerner Corporation as a Software Intern.
 No, I am not currently interested in employment with Cerner Corporation as a Software Intern.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date affected applicants must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

*[Name]
[Address]*

I, (print name) _____, certify the above is true and correct.

Signature

Date

**ATTACHMENT D4
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

You must complete this form to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between Cerner Corporation and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____
Address: _____
Telephone Nos.: Home: _____ Cell: _____ Work: _____
Email: _____

Notify Cerner Corporation at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

Please indicate below whether you are currently interested in employment in a Technical Solutions Analyst position with Cerner Corporation. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

Yes, I am still interested in employment with Cerner Corporation as a Technical Solutions Analyst].

No, I am not currently interested in employment with Cerner Corporation as a Technical Solutions Analyst.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[date affected applicants must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT E1
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Cerner Corporation (Contractor) paying you money, you agree that you will not file any lawsuit against Cerner Corporation for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Medical Billing/Patient Account Specialist positions. It also says that Cerner Corporation does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money. In consideration of the payment of at least \$[XXX] (less deductions required by law) by Cerner Corporation to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release, and forever discharge Cerner Corporation, its predecessors, successors, related entities, parents, subsidiaries, affiliates, and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my non-selection for employment as a Medical Billing/Patient Account Specialist position on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my non-selection with Cerner Corporation through the Effective Date of this Release.

II.

I understand that Cerner Corporation denies that it treated me unlawfully or unfairly in any way, and that Cerner Corporation entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on July 6, 2015. I further agree that the payment of the aforesaid sum by Cerner Corporation to me is not to be construed as an admission of any liability by Cerner Corporation.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Applicants, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Cerner Corporation.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 2022.

Printed Name

Signature

ATTACHMENT E2
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Cerner Corporation (Contractor) paying you money, you agree that you will not file any lawsuit against Cerner Corporation for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for System Engineer positions. It also says that Cerner Corporation does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$[XXX] (less deductions required by law) by Cerner Corporation to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Cerner Corporation, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my nonselection for employment as a System Engineer position on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my nonselection with Cerner Corporation through the Effective Date of this Release.

II.

I understand that Cerner Corporation denies that it treated me unlawfully or unfairly in any way and that Cerner Corporation entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on July 6, 2015. I further agree that the payment of the aforesaid sum by Cerner Corporation to me is not to be construed as an admission of any liability by Cerner Corporation.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Applicants by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Cerner Corporation.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 2022.

Printed Name

Signature

ATTACHMENT E3
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Cerner Corporation (Contractor) paying you money, you agree that you will not file any lawsuit against Cerner Corporation for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Software Intern positions. It also says that Cerner Corporation does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$[XXX] (less deductions required by law) by Cerner Corporation to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Cerner Corporation, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my nonselection for employment as a Software Intern on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my nonselection with Cerner Corporation through the Effective Date of this Release.

II.

I understand that Cerner Corporation denies that it treated me unlawfully or unfairly in any way and that Cerner Corporation entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on July 6, 2015. I further agree that the payment of the aforesaid sum by Cerner Corporation to me is not to be construed as an admission of any liability by Cerner Corporation.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Applicants, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Cerner Corporation.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 2022.

Printed Name

Signature

ATTACHMENT E4
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Cerner Corporation (Contractor) paying you money, you agree that you will not file any lawsuit against Cerner Corporation for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Technical Solutions Analyst positions. It also says that Cerner Corporation does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$[XXX] (less deductions required by law) by Cerner Corporation to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Cerner Corporation, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my nonselection for employment as a Technical Solutions Analyst on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my nonselection with Cerner Corporation through the Effective Date of this Release.

II.

I understand that Cerner Corporation denies that it treated me unlawfully or unfairly in any way and that Cerner Corporation entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on July 6, 2019. I further agree that the payment of the aforesaid sum by Cerner Corporation to me is not to be construed as an admission of any liability by Cerner Corporation.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Applicants, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Cerner Corporation.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 2022.

Printed Name

Signature

ATTACHMENT F
Timeline

CA Signed by OFCCP Regional Director: Effective Date			
08/05/2022			Effective Date (ED)
Establishment of Account for Settlement Fund			
Estimated Due Date	# of Days from Last Action	Total # of Days from ED	Action Required
08/10/2022	5	5	Contractor opens account for settlement fund.
08/15/2022	5	10	Within 5 days of establishing the account, contractor notifies OFCCP that account is open.
Establishing Eligible Applicant List (Final List)			
Estimated Due Date	# of Days	Total # of Days from ED	Action Required
09/04/2022	30	30	Contractor provides initial list of class members to OFCCP for confirmation to issue the notice.
09/14/2022	10	40	OFCCP will provide the Claims Administrator with a Final Affected Applicants List to be used for Distribution of Notice to Affected Applicants
09/19/2022	5	45	Contractor issues initial notice documents
Varies			If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
Varies			Contractor notifies OFCCP of all letters returned as undeliverable. If a Notice is returned with a forwarding address, the contractor will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
10/19/2022	30	75	Parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate.
11/03/2022	15	90	Within 15 days of receipt of this list, OFCCP will attempt to locate the Affected Class Members whose letters were returned as undeliverable or who did not respond.
11/18/2022	30	105	Contractor will send second mailing within 30 days after meeting with OFCCP.
01/02/2023	120	150	Final deadline for Affected Employees to respond to the notice.
01/17/2023	15	165	Contractor provides list of Eligible Affected Class Members who will participate in the settlement fund as well as the priority employment list.
02/01/2023	15	180	OFCCP reviews and approves final Eligible Affected Class Members List and the priority employment list.
Disbursement of Settlement Fund			
Estimated Due Date	# of Days	Total # of Days from ED	Action Required
03/03/2023	30	210	Contractor disburses the settlement fund based on amounts provided by OFCCP with the final Eligible Affected Class Member list.
Varies	7		Contractor will notify OFCCP within 7 calendar days of payments that were returned as undeliverable.
Varies	15		OFCCP will provide alternate address to contractor.
Varies	15		Contractor will re-mail checks with new address provided by OFCCP.
06/01/2023	90	300	First Check Deadline: Contractor will notify OFCCP of any checks uncashed after 90 days. Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Affected Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.

Monitoring and Progress Reports

Monitoring and Progress Reports					
Reporting Activity				Days	Due Date
Interm call to discuss progress on training and modification of hiring process.				180 <small>(b) (6), (b) (7)(C)</small>	02/01/2023
Report #	Days covered by report	Covering		Days to provide report	Estimated Report Due Dates
1	513	08/05/2022	12/31/2023	90	03/30/2024
2	365	01/01/2024	12/31/2024	89	03/30/2025
3	365	01/01/2025	12/31/2025	89	03/30/2026