

**Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Institute for Healthcare Improvement  
53 State Street 18<sup>th</sup> Floor  
Boston, MA 02109  
OFCCP No: R00303473**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Institute for Healthcare Improvement (IHI) (Contractor) establishment located at 53 State Street 18<sup>th</sup> Floor, Boston, MA 02109, beginning on May 11, 2021. OFCCP found that Contractor failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on December 6, 2022.

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 Contractor 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 Contractor's 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 Contractor 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 Contractor'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. Contractor 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 Contractor 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. Contractor 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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 will govern:
    - i. OFCCP will send Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The Contractor 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 Contractor 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 the Contractor, 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. Contractor 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. Contractor 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**

- 1. **Violation:** During the period of January 1, 2020 through December 31, 2020, Contractor failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 CFR 60-300.44(f). Specifically, Contractor did not conduct effective targeted positive outreach to attract qualified veterans to its workforce.

**Remedy:** Contractor will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). Contractor will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). Contractor will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

2. **Violation:** During the period January 1, 2020 through December 31, 2020 , Contractor failed to annually review the effectiveness of the outreach and recruitment efforts taken over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3). Specifically, Contractor failed to include on its AAP the review of the effectiveness of the outreach and recruitment efforts conducted over the previous twelve months, including at a minimum the criteria used to evaluate the effectiveness of each outreach and recruitment effort and the conclusion as to whether each effort was effective.

**Remedy:** Contractor will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Contractor concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

3. **Violation:** During the period January 1, 2020 through December 31, 2020, Contractor failed to implement an effective audit and reporting system which measured the effectiveness of Contractor's affirmative action program, indicated the need for remedial action, determined the degree to which Contractor's objectives have been attained and measured Contractor's compliance with the affirmative action program's specific obligations. Specifically, Contractor's audit and reporting system failed to recognize and remedy its ineffective outreach and recruitment, as noted in Violation 1. 41 CFR 60-300.44(H)(1)and(2).

**Remedy:** Contractor will design and implement an audit and reporting system which measures the effectiveness of Contractor's affirmative action program, indicates the need for remedial action, determines the degree to which the contractor's objectives have been attained and measures Contractor's compliance with the affirmative action program's specific obligations. Contractor will document the actions it takes to comply with these audit and reporting obligations and will undertake any necessary action to bring the program into compliance where the affirmative action program is found to be deficient. Contractor will preserve all documentation it makes or keeps in either electronic or hard copy format to audit the progress of Contractor's AAPs. Contractor will incorporate these analyses and determinations into Contractor's now-current AAPs. Contractor will update this audit and reporting system annually and incorporate them into Contractor's future AAPs. 41 CFR 60-300.44 (h) (l) and (2).

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the following schedule:

Contractor will submit two (2) progress reports. The first progress report shall be due on August 15, 2023 and will cover the period from the Effective date of the Agreement through June 30, 2023. The second progress report shall be due on February 15, 2024, and will cover the period from July 1, 2023, through December 31, 2023.

The ***First report*** shall consist of the following:

- a. A description and documentation of each outreach activity/effort targeted to recruit protected veterans taken by Contractor during the reporting period. This may include a variety of activities and efforts, such as participation in job fairs, recruitment efforts in coordination with educational institutions, apprenticeships, and providing identified sources serving protected veterans with job announcements (Violation 1).
- b. Provide the assessment of each outreach and recruitment activity, the criteria used to assess each activity and Contractor's assessment of the totality of all its activities. If Contractor concludes that the totality of its efforts was not effective in identifying and recruiting veterans, it shall identify and report what alternative efforts were made (Violation 2).
- c. Provide the number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total numbers of jobs filled; total number of applicants for all jobs; the number of protected veteran applicants hired and the total numbers (Violation 1).
- d. A copy of Contractor's current year Audit and Reporting Section from its VEVRAA AAP developed pursuant to 41 CFR 60-300.44(h)(1) and (2) (Violation 3)

The ***second report*** shall consist of the following:

- a. A description and documentation of each outreach activity/effort targeted to recruit protected veterans taken by Contractor during the reporting period. This may include a variety of activities and efforts, such as participation in job fairs, recruitment efforts in coordination with educational institutions, apprenticeships, and providing identified sources serving protected veterans with job announcements (Violation 1).
- b. Provide the assessment of each outreach and recruitment activity, the criteria used to assess each activity and Contractor's assessment of the totality of all

its activities. If Contractor concludes that the totality of its efforts was not effective in identifying and recruiting veterans, it shall identify and report what alternative efforts were made (Violation 2).

- c. Provide the number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total numbers of jobs filled; total number of applicants for all jobs; the number of protected veterans applicants hired and the total numbers (Violation 1).
- d. A narrative description of the Contractor's audit and reporting for the period covered by the second report pursuant to 41 CFR 60-300.44(h)(1) and (2) (Violation 3).

Contractor will submit reports electronically to: District Director Rhonda Aubin-Smith via e-mail at (b) (6), (b) (7)(C)@dol.gov .

Contractor 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 Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Contractor of the FOIA request and provide Contractor 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 Contractor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

**V. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Institute For Healthcare Improvement (IHI), Boston, MA 02109.

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

Kedar Mate, MD  
President and CEO  
Institute for Healthcare Improvement  
Boston, MA 02109

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

Rhonda Aubin- Smith  
District Director  
Boston District Office  
Northeast Region

DATE: 1/5/2023

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

Adriana Lopez  
Assistant District Director  
Boston District Office  
Northeast Region

DATE: 1/9/2023

DATE: 01/09/2023