

Conciliation Agreement

Between the

U.S. Department of Labor Office of Federal Contract Compliance Programs

And

Clinical Architecture, LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Clinical Architecture, LLC (Contractor), 11611 N Meridian St. Ste 500 Carmel, IN 46032-4542, beginning on January 26, 2022. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended E.O. 11246 or the Executive Order, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 Section 503, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 VEVRAA and their respective implementing regulations at 41 CFR Sections 60-1, 60-2, 60-300, and 60-741.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 7, 2023.

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, 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 it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all 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 its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Contractor has met all its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Contractor, a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Contractor will 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 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 Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 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 January 1, 2022 through December 31, 2022, Contractor failed to maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c). Specifically, Contractor did not have the self-ID form implemented; therefore, was unable to produce the information requested.

REMEDY: Contractor will maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

2. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, Contractor provided applicant-hire data with its AAP submission showing one to one ratio for all job groups with activity.

REMEDY: Contractor will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, Contractor will:

(1) Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the non-discriminatory policy is carried out;

(2) Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;

(3) Review report results with all levels of management; and

(4) Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

3. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

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

4. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to invite applicants to inform whether the applicant believes that he or she is a veteran protected by VEVRAA at the pre or post-offer stages in violation of 41 CFR 60-300.42(a)(b).

REMEDY: Contractor will invite applicants to inform whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, Contractor will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Contractor will invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Contractor may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran will comply with the requirements of 41 CFR 60-300.42(c). Contractor will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

5. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i).

REMEDY: Contractor will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described in 41 CFR 60-300.44(f)(2).

These activities will include, but will not be limited to, establishing contacts and detailed correspondence with the following organizations in order to seek their aid in referring qualified protected veterans:

DVOP- Disabled Veteran Outreach Program

Darrell Johnson

Program Manager

(b) (6), (b) (7)(C) @dwd.in.gov

777 N. Meridian

Indianapolis, IN 46204

(317) 273-9598

Operation Job Ready Vets (OJRV)

Gene Anderson

Executive Director

8604 Allisonville Rd. Ste. 220

Indianapolis IN 46250

(855) 456-2732

<https://ojrv.org/>

6. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose at the pre or post offer stages, in violation of 41 CFR 60-741.42(a)(b).

REMEDY: Contractor will invite both its applicants for employment and its employees to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Contractor will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Contractor will all also invite

each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year, it is subject to this requirement, Contractor will invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five-year intervals, thereafter. At least once during each interval, Contractor will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Contractor will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

7. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i).

REMEDY: Contractor will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described in 41 CFR 60-741.44(f)(2).

These activities will include, but will not be limited to, establishing contacts and detailed correspondence with the following organizations in order to seek their aid in referring qualified individuals with disabilities:

Indiana Assistive Technology Act (INDATA)
Marjorie Duryea
Director of Employment Programs
(b) (6), (b) (7)(C)@Eastersealscrossroads.org
4740 Kingsway Drive
Indianapolis, IN 46205
(b) (6), (b) (7)(C)

Vocational Rehabilitation Center
Kristina Blankenship
Director, Business Engagement
(b) (6), (b) (7)(C)@fssa.in.gov
402 West Washington St. Box 7083
Indianapolis, IN 46204
(b) (6), (b) (7)(C)

IV. OFCCP Monitoring Period

A. Recordkeeping. Contractor agrees to retain all records relevant to the violation(s) cited in Section III above. Specific items relevant to the violations and remedy are below:

1. Provide evidence that Contractor invited its applicants and employees to self-identify their race, gender and ethnicity, veteran, and disability status, using the OMB-approved form.
2. Provide, for all job groups with hiring activity, an applicant flow log to include race, gender, job group applied to, job title applied to, application date, hire date and recruitment source.

3. Provide copies of all employment openings listed with an appropriate employment service delivery system (ESDS) – a state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred – in a manner and format that allows the ESDS to provide priority referrals of protected veterans to Contractor.
4. Provide evidence that Contractor advised the ESDS that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state and provided the ESDS with the name and address of each of its hiring locations within the state and the contact information for the official responsible for hiring at each location.
5. Provide copies of all letters, memos, records of telephone calls, and any other correspondence and documents relating to Contractor's outreach/recruitment activities for *veterans* with at least the recruitment sources identified, and any additional outreach sources Contractor utilized.
6. Provide copies of all letters, memos, records of telephone calls, and any other correspondence and documents relating to Contractor's outreach/recruitment activities for *individuals with disabilities* with at least the recruitment sources identified, and any additional outreach sources Contractor utilized.

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.

B. Contractor Reports.

Contractor agrees to furnish OFCCP with the following reports during the monitoring period. Each report will contain the documentation specified below:

- First Progress Report – Due on July 31, 2024, covering the period of July 1, 2023, through June 30, 2024. Provide documentation for items 1 through 6 in the Recordkeeping section above.
- Second Progress Report – Due on July 31, 2025, covering the period of July 1, 2024, through June 30, 2025. Provide documentation for items 2 through 6 in the Recordkeeping section above.

Contractor will submit reports to Compliance Officer (b) (6), (b) (7)(C) via email to (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.

Close of Monitoring Period and Termination of Agreement. This Agreement will remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Contractor, 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 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 its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor, has met all its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of Clinical Architecture, LLC 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 Contractor, 11611 N Meridian St. Ste 500 Carmel, IN 46032-4542.

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

Charlie Harp
Chief Executive Officer (CEO)
Clinical Architecture, LLC
11611 N Meridian St Ste 500
Carmel, IN 46032-4542

DATE: July 20, 2023

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

David Smith
District Director
OFCCP, Midwest Region

DATE: 7/20/2023