

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Hennepin Healthcare Research Institute

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Hennepin Healthcare Research Institute located at 825 South 8<sup>th</sup> Street, Suite PP4.4.30, Minneapolis, Minnesota 55404, beginning on January 13, 2023. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and Section 503 of the Rehabilitation Act of 1973, as amended and their respective implementing regulations at 41 CFR 60-2 and 41 CFR 60-741.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on October 4, 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's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 and Section 503 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. 60-1.34 and 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. 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 Section 209 of the Executive Order, 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.
11. Contractor does not admit any violation of the Executive Order or Section 503, 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, 2022 through December 31, 2022, Hennepin Healthcare failed to determine female and minority availability in accordance with 41 CFR 60-2.14. Specifically, Hennepin Healthcare failed to identify the pool of promotable, transferable, and trainable employees for each job group, with a brief explanation of the rationale for selection of that pool as content of their affirmative action program as is required by 41 CFR 60-2.14(f).

**Remedy:** Hennepin Healthcare will determine minority and female availability in accordance with 41 CFR 60-2.14(f). Specifically, Hennepin Healthcare will include as content of their affirmative action program the identification of the pool of promotable, transferable, and trainable employees for each job group, with a brief explanation of the rationale for selection of that pool.

2. **Violation:** During the period of January 1, 2022 through December 31, 2022, Hennepin Healthcare failed to determine female and minority availability in accordance with 41 CFR 60-2.14. Specifically, Hennepin Healthcare drew its reasonable recruitment area in such a way as to have the effect of excluding minorities or women as is required by 41 CFR 60-2.14(e).

**Remedy:** Hennepin Healthcare will draw its reasonable recruitment area in such a way as to not exclude minorities and women in accordance with 41 CFR 60-2.14(e). Specifically, for each job group, Hennepin Healthcare must identify the reasonable recruitment area, with a brief explanation of the rationale for selection of that recruitment area.

3. **Violation:** During the period of January 1, 2022 through December 31, 2022, Hennepin Healthcare failed to develop and maintain an Affirmative Action Program (AAP) relative to its obligation to fully comply with the requirements of Section 503 of the Rehabilitation Act of 1973, as amended, and its implementing regulations, as required by 41 CFR 60-741.40(b).

**Remedy:** Hennepin Healthcare will develop and implement a written AAP pursuant to Section 503 of the Rehabilitation Act of 1973, as amended. Hennepin Healthcare will annually update and implement the content of its AAP, as required by 41 CFR 60-741.40-44. Hennepin Healthcare will receive technical assistance training by OFCCP as to the requirements of a Section 503 AAP and shall, within 60 days of the date of this agreement, submit a “DRAFT” Section 503 AAP as required by 41 CFR 60-741.40-44 to OFCCP for review. Upon review with Hennepin Healthcare and written notification by OFCCP, Hennepin Healthcare will submit its final Section 503 AAP by the date annotated for the first progress report (Part IV, paragraph 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 dates scheduled:

- a. Progress Report 1: Due on January 31, 2024.
  - (1) A copy of Hennepin Healthcare’s Section 503 Affirmative Action Plan for its 2024 AAP year produced in accordance with the implementing regulations found at 41 CFR 60-741.40-44.
  - (2) A copy of Hennepin Healthcare’s determination of availability for all job groups to include;

- (a) the identification of the pool of those employees promotable, transferable, and trainable with a brief explanation of the rationale for selection of that pool.
  - (b) The reasonable recruitment area for each job group with a brief explanation of the rationale for the selection of that recruitment area.
  - (c) A copy of any goals for minorities and women as the result of Hennepin Healthcare's determination of availability.
- b. Progress Report 2: Due on January 31, 2025.
- (1) A copy of Hennepin Healthcare's Section 503 Affirmative Action Plan for its 2025 AAP year produced in accordance with the implementing regulations found at 41 CFR 60-741.40-44.
  - (2) A copy of Hennepin Healthcare's determination of availability for all job groups to include;
    - (a) the identification of the pool of those employees promotable, transferable, and trainable with a brief explanation of the rationale for selection of that pool.
    - (b) The reasonable recruitment area for each job group with a brief explanation of the rationale for the selection of that recruitment area.
    - (c) A copy of any goals for minorities and women as the result of Hennepin Healthcare's determination of availability.
    - (d) A report on progress toward goals during the 2024 AAP year if any goals for minorities or women were identified.

Contractor will submit reports to Compliance Officer (b) (6), (b) (7)(C) 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 Hennepin Healthcare Research Institute, 825 South 8<sup>th</sup> Street, Minneapolis, Minnesota 55404.

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

Kim Miller  
Vice President of Operations / Chief Operations Officer  
Hennepin Healthcare Research Institute  
Minneapolis, Minnesota

DATE: 10/27/2023

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

Margaret Kraak  
Acting District Director  
Milwaukee District Office

DATE: 10/30/23

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

Compliance Officer  
Milwaukee District Office

DATE: 10/30/23