

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs and
Logan Heights Family Health Center

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Logan Heights Family Health Center (LHFHC) establishment located at 1809 National Avenue, San Diego, CA 92113, beginning on February 3, 2023. OFCCP found that LHFHC failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. §§ 60-300 and 60-741.

OFCCP notified LHFHC of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 30, 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 LHFHC 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 LHFHC's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if LHFHC 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 LHFHC'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. LHFHC 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 LHFHC 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. LHFHC 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.
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 LHFHC submits its final progress report required in Section IV, below, unless OFCCP notifies LHFHC in writing before the expiration date that LHFHC 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 LHFHC has met all of its obligations under the Agreement.
10. If LHFHC violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-300.63, and 41 C.F.R. § 60-741.63 will govern:
 - i. OFCCP will send LHFHC a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. LHFHC 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 LHFHC 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 LHFHC, 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. LHFHC may be subject to the sanctions set forth in 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. LHFHC 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, LHFHC failed to invite applicants to inform it whether the applicant believes that they are a veteran protected by VEVRAA, as required by 41 C.F.R. § 60-300.42.

Remedy: LHFHC will invite applicants to inform it whether the applicant believes that they are a veteran protected by VEVRAA, as required by 41 C.F.R. § 60-300.42. LHFHC will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. To demonstrate compliance, LHFHC will compile and document those invitations for reporting computations and comparisons pertaining to applicants and hires on an annual basis and maintain them for a period of three (3) years pursuant to 41 C.F.R. 60-300.44(k). Additionally, LHFHC shall 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 they are a protected veteran. LHFHC may invite the applicant to also indicate if they belong to one or more of the specific categories of protected veterans, as defined by 41 C.F.R. § 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 C.F.R. § 60-300.42(c). LHFHC 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 C.F.R. § 60-300.42(e).

2. **Violation:** During the period January 1, 2022, through December 31, 2022, LHFHC 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, as required by 41 C.F.R. § 60-741.42. Specifically, LHFHC failed to conduct the initial survey of its employees, failed to invite applicants to self-identify as an individual with a disability at the pre- and post-offer stages, and failed to use an approved form.

Remedy: LHFHC will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 C.F.R. § 60-741.42. All invitations to self-identify must be made using the OMB approved form for this purpose (available on the OFCCP website). Specifically, LHFHC will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that they are an individual with a disability, as that term is defined in 41 C.F.R. § 60-741.2(g)(1)(i) or (ii). To demonstrate compliance, LHFHC will compile and document those invitations for reporting computations and comparisons pertaining to applicants and hires on an annual basis and maintain them for a period of three (3) years pursuant to 41 C.F.R. 60-741.44(k). LHFHC shall 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 they are an individual with a disability. In addition, during the first year it is subject to this requirement, LHFHC shall 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, LHFHC shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. LHFHC must 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 C.F.R. § 60-741.42(e).

3. **Violation:** During the period January 1, 2022, through December 31, 2022, LHFHC 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, as required by 41 C.F.R. § 60-300.5(a)2-6.

Remedy: LHFHC 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 LHFHC, as required by 41 C.F.R. § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, LHFHC must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the LHFHC official responsible for hiring at each location, in accordance with 41 C.F.R. § 60-

300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, LHFHC shall provide updated information simultaneously with its next job listing.

4. **Violation:** During the period January 1, 2022, through December 31, 2022, LHFHC failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, as required by 41 C.F.R. § 60-741.45.

Remedy: LHFHC will evaluate its utilization of individuals with disabilities using the seven (7) percent utilization goal established by OFCCP, as required by 41 C.F.R. § 60-741.45. Should the percentage of individuals with disabilities in one or more job groups or in the entire workforce, as provided in 41 C.F.R. § 60-741.45(d)(2), be less than the utilization goal, LHFHC will take steps to determine whether and where impediments to equal employment opportunity exist, as required by 41 C.F.R. § 60-741.45(e). LHFHC shall develop and execute action-oriented programs to correct any identified problem areas, as required by 41 C.F.R. § 60-741.45(f).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** LHFHC agrees to retain all records relevant to the violations 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. LHFHC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **LHFHC Reports.**

LHFHC 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 February 15, 2025, covering the period of January 1, 2024, through December 31, 2024.
 - i. Documentation that LHFHC invited applicants and employees during the reporting period to voluntarily self-identify as protected veterans, and as individuals with disabilities, as required by 41 C.F.R. §§ 60-300.42 and 60-741.42. All invitations to self-identify, as required by § 60-741.42 will be made using the OMB-approved form published on the OFCCP website.

- ii. Documentation of LHFHC's computations or comparisons pertaining to applicants and hires during the reporting period pursuant 41 C.F.R. §§ 60- 300.44(k) and 60-741.44(k):
 - i. The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
 - ii. The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
 - iii. The total number of job openings and total number of jobs filled;
 - iv. The total number of applicants for all jobs;
 - v. The number of protected veteran applicants hired;
 - vi. The number of applicants with disabilities hired; and
 - vii. The total number of applicants hired.
 - iii. Documentation that LHFHC has conducted an evaluation of its utilization of individuals with disabilities using the seven (7) percent utilization goal established by OFCCP, as required by 41 C.F.R. § 60-741.45. If the percentage of individuals with disabilities is less than the utilization goal, LHFHC will provide evidence of actions taken to identify any problem areas and any action- oriented programs to be implemented, as required by 41 C.F.R. §§ 60-741.45(e) and (f).
 - iv. Documentation that LHFHC has listed all employment openings during the reporting period with the appropriate ESDS, in a manner and format that allowed the ESDS to provide priority referrals of protected veterans, as required by 41 C.F.R. § 60-300.5(a)2-6.
- b. Report 2: Due on February 15, 2026, covering the period of January 1, 2025, through December 31, 2025.
- i. Documentation that LHFHC invited applicants and employees during the reporting period to voluntarily self-identify as protected veterans, and as individuals with disabilities, as required by 41 C.F.R. §§ 60-300.42 and 60-741.42. All invitations to self-identify, as required by § 60-741.42 will be made using the OMB-approved form published on the OFCCP website.

- ii. Documentation of LHFHC's computations or comparisons pertaining to applicants and hires during the reporting period pursuant 41 C.F.R. §§ 60-300.44(k) and 60-741.44(k):
 - i. The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
 - ii. The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
 - iii. The total number of job openings and total number of jobs filled;
 - iv. The total number of applicants for all jobs;
 - v. The number of protected veteran applicants hired;
 - vi. The number of applicants with disabilities hired; and
 - vii. The total number of applicants hired.
- iii. Documentation that LHFHC has conducted an evaluation of its utilization of individuals with disabilities using the seven (7) percent utilization goal established by OFCCP, as required by 41 C.F.R. § 60-741.45. If the percentage of individuals with disabilities is less than the utilization goal, LHFHC will provide evidence of actions taken to identify any problem areas and any action-oriented programs to be implemented, as required by 41 C.F.R. §§ 60-741.45(e) and (f).
- iv. Documentation that LHFHC has listed all employment openings during the reporting period with the appropriate ESDS, in a manner and format that allowed the ESDS to provide priority referrals of protected veterans, as required by 41 C.F.R. § 60-300.5(a)2-6.

LHFHC will submit reports to Engie Mota, District Director, U.S. Department of Labor, OFCCP San Diego District Office; 550 West C Street, Suite 990, San Diego, CA 92101, at (b) (6), (b) (7)(C)@dol.gov. LHFHC 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 LHFHC provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and LHFHC believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, LHFHC will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify LHFHC of the FOIA request and provide LHFHC 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 LHFHC's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify LHFHC in writing within sixty (60) days of the date of the final progress report that LHFHC 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 LHFHC within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines LHFHC has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Logan Heights Family Health Center, 1809 National Avenue, San Diego, CA 92113.

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

Fran Butler-Cohen
Chief Executive Officer
Family Health Centers of San Diego
San Diego, California

DATE: 12/29/2023

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

Engie Mota
District Director
San Diego District Office

DATE: 1/4/2024