

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

ICON GOVERNMENT AND PUBLIC HEALTH SOLUTIONS, INC.
(formerly CLINICAL RESEARCH MANAGEMENT, INC.)

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) conducted a complaint investigation at ICON Government and Public Health Solutions, Inc., formerly known as Clinical Research Management, Inc.’s (“ICON”) facility located at 1265 Ridge Road, Hinckley, Ohio 44233 and found that ICON was not in compliance with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”) and its implementing regulations at 41 C.F.R. Section 60-741. OFCCP notified ICON of the specific violations found and the corrective actions required in a Notification of Results of Investigation issued on August 22, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and ICON enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for ICON’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Section 503 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if ICON violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. ICON agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. ICON will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. ICON understands that nothing in this Agreement relieves ICON of its obligation to fully comply with the requirements of Executive Order 11246, as amended (“E.O. 11246”), Section 503, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.
4. ICON promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the “Effective Date”) unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after ICON submits the final progress report required in Part IV-1.B, below, unless OFCCP notifies ICON in writing prior to the expiration date that ICON has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines ICON has met all of its obligations under the Agreement.
10. If ICON violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that ICON violated any term of the Agreement while it was in effect, OFCCP will send ICON a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) ICON will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If ICON 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.

4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. ICON may be subject to the sanctions set forth in 41 C.F.R. § 60-741.66 and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by ICON of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that ICON violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

VIOLATION: OFCCP found that ICON is not in compliance with the nondiscrimination requirements of the equal opportunity clause of Section 503, in violation of 41 C.F.R. § 60-741.5(a)(1). Specifically, ICON failed to follow the standard selection process procedures with respect to (b) (6), (b) (7)(C), a qualified individual with a disability, which resulted in (b) (6), (b) (7)(C) not receiving equal employment opportunity in hiring.

REMEDY: ICON will consistently apply its standard selection process procedures to ensure that every applicant, regardless of disability status, will receive equal consideration for hiring opportunities. ICON will provide the following make-whole relief to (b) (6), (b) (7)(C)

- A. **Notice.** Within 15 calendar days of the Effective Date of this Agreement, ICON must notify (b) (6), (b) (7)(C) of the terms of this Agreement by mailing by certified mail, return-receipt requested, the Notice, (Attachment A, "Notice"), the Claim Form (Attachment B, "Claim Form"), the Release of Claims under Section 503 Form (Attachment C, "Release Form"), and a postage-paid return envelope. ICON will notify OFCCP if the letter is returned as undeliverable within 10 calendar days after the response deadline. In addition, within 10 days after expiration of the response deadline set out in the Claim Form, ICON will inform OFCCP if (b) (6), (b) (7)(C) has not yet responded to the Notice and/or has not returned a signed Claim Form and Release Form. OFCCP will then attempt to obtain and provide an updated address to ICON within 15 days of receiving the information from ICON. ICON agrees to send by certified mail, return-receipt requested, a second Notice, Claim Form, Release Form, and a postage-paid return envelope to (b) (6), (b) (7)(C) within 15 days of receiving the updated address.
- B. **Eligibility.** (b) (6), (b) (7)(C) must sign and return the Claim Form and Release Form to ICON within 30 days of the postmarked date on the envelope containing the first or second Notice, the Claim Form, and the Release Form to receive the monetary settlement and, if indicating an interest in employment, to be eligible to be considered for a job pursuant to this Agreement. If (b) (6), (b) (7)(C) receives, but does not return, the Claim Form and Release Form to ICON within 30 days of the postmarked date on the envelope containing the first or second Notice, the Claim Form, and the Release Form, (b) (6), (b) (7)(C) will no longer be entitled to payment under this Agreement.

C. Monetary Settlement. ICON agrees to distribute \$20,000.00 (\$18,804.00 in back pay and \$1,196.00 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and (b) (6), (b) (7)(C)'s share of FICA taxes) to (b) (6), (b) (7)(C). ICON will disburse the monetary settlement within thirty (30) calendar days of its receipt of (b) (6), (b) (7)(C)'s completed Claim Form and Release Form.

Within five (5) calendar days of ICON's receipt of a check to (b) (6), (b) (7)(C) returned as undeliverable, ICON will notify OFCCP of this fact via e-mail sent to District Director Tom G. Wells at (b) (6), (b) (7)(C)@dol.gov and Assistant District Director Tanya R. Bennett at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate (b) (6), (b) (7)(C) and if OFCCP obtains an alternate address, ICON will re-mail the check within five (5) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to (b) (6), (b) (7)(C) will be void.

D. Hiring Process

- (a) ICON will ensure all policies and qualification standards are uniformly applied to all applicants, including (b) (6), (b) (7)(C) and any other individuals with a disability, if and when they choose to apply for employment in the future.
- (b) At least annually, ICON will monitor and evaluate its hiring practices to ensure they comply with the company's EEO policy.
- (c) ICON will ensure that applicants are tracked and decisions are documented at each step of the selection process.
- (d) Within 120 days of the effective date of this Agreement, ICON will train all individuals involved in any way in recruiting, selecting, tracking, or documenting applicants for its hiring process. This training will reaffirm ICON's:
 - (i) Equal employment opportunity obligations;
 - (ii) Nondiscrimination policies related to hiring;
 - (iii) Proper implementation of recruitment, selection, and tracking procedures;
 - (iv) Neutral application of qualification standards; and
 - (v) Procedures for documenting selection decisions at each step of the hiring process.

PART IV. REPORTS REQUIRED

1. ICON must submit the documents and reports described below to: Tom G. Wells, District Director, U.S. Department of Labor/OFCCP, 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201.

A. The first report will be due no later than December 15, 2018 and will include:

- 1) A copy of the Notice sent to (b) (6), (b) (7)(C)

- 2) A copy of the Claim Form returned by (b) (6), (b) (7)(C).
- 3) A copy of the Release of Claims under Section 503 returned by (b) (6), (b) (7)(C).
- 4) Documentation of monetary payment to (b) (6), (b) (7)(C), as specified in Part III-C. The documentation must include the number and the amount of the check (e.g., a pay stub) and the date the check cleared the bank. ICON will provide OFCCP with a copy of the canceled check upon request.

B. **The second report** will be due no later than March 15, 2019 and will include:

Documentation of the training provided to management and personnel involved in the selection process on ICON's policies and procedures, its equal opportunity obligations, and its nondiscrimination policies, as specified in Part III-D(d). The documentation should include the agenda of any training meetings, copies of training materials, and a sign-in sheet showing attendance by personnel responsible for making or implementing such personnel decisions.

2. ICON will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

TERMINATION DATE: This Conciliation Agreement shall remain in effect until sixty (60) days following ICON's submission of the final report, or until such time as OFCCP has deemed that ICON has met all conditions of this Agreement. The date of signature by the OFCCP Regional Director will constitute the effective date of this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between ICON and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither ICON nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and ICON Government and Public Health Solutions, Inc., formerly known as Clinical Research Management, Inc., 1265 Ridge Road, Hinckley, Ohio 44233.

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

CATHY PRUSINSKI
Corporate Secretary

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

MICHELE HODGE
Regional Director
OFCCP/Mid-Atlantic Region

Date: 8/28/2018

Date: 8/28/2018

Notice for (b) (6), (b) (7)(C)

We are writing to provide information about a legal settlement between the U.S. Department of Labor and ICON Government and Public Health Solutions, Inc., formerly known as Clinical Research Management, Inc., ("ICON") that may benefit you. This settlement involves your claim of discrimination in hiring, and our records show that you are covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages from ICON.

ARE YOU AFFECTED?

You were considered but not hired for the Virology Laboratory Technician position at ICON during 2015 and you are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a complaint investigation of ICON's hiring practices during 2015. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notification of Results of Investigation alleging that ICON discriminated against you in hiring for the Virology Laboratory Technician position during 2015. ICON denies those claims. Ultimately, OFCCP and ICON have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notification of Results of Investigation issued by OFCCP.

As a result, ICON has agreed to provide you back pay and interest.

WHAT DOES THIS MEAN FOR YOU?

Because you were considered for the Virology Laboratory Technician position during the relevant timeframe, and were not hired, this settlement may provide you with some specific benefits:

You are eligible to receive a payment of \$20,000 (before taxes). This amount represents your share of back wages and other payments ICON is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms.

Case #: R00198758

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or ICON.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money from ICON.

To be eligible for a payment, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the "Release of Claims Under Section 503 of the Rehabilitation Act" form September 30, 2018. Send your completed and signed forms to:

Ms. Amber Rusnak
Senior Human Resources Generalist
ICON Government and Public Health Solutions, Inc.
Phone: (330) 278-9231 or (440) (b) (6), (b) (7)(C) (mobile)
Email: (b) (6), (b) (7)(C)

The forms must be postmarked or delivered by September 30, 2018.

You may receive some or all of these benefits only if these forms confirm that you are covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline you will not be eligible to receive any money or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact ICON Senior Human Resources Generalist Amber Rusnak at (330) 278-9231, (440) (b) (6), (b) (7)(C) (mobile), or (b) (6), (b) (7)(C) or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (410) (b) (6), (b) (7)(C) or at (b) (6), (b) (7)(C)@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Case #: R00198758

Claim Form – (b) (6), (b) (7)(C)

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS SEPTEMBER 30, 2018

You are eligible for a money payment from the settlement

To receive benefits (such as money), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before September 30, 2018, to:

Ms. Amber Rusnak
Senior Human Resources Generalist
ICON Government and Public Health Solutions, Inc.
Phone: (330) 278-9231 or (440) (b) (6), (b) (7)(C) (mobile)
Email: (b) (6), (b) (7)(C)

If you do not submit a completed Claim Form and Release Form on or before September 30, 2018, then your claim will not be on time and **you will not receive any money from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purpose:

To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Case #: R00198758

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide the last four digits of your social security number _____

The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

Ms. Amber Rusnak
Senior Human Resources Generalist
ICON Government and Public Health Solutions, Inc.
Phone: (330) 278-9231 or (440) (b) (6), (b) (7)(C) (mobile)
Email: (b) (6), (b) (7)(C)

Step 2: Sign and return along with the Release Form.

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER SECTION 503 OF THE REHABILITATION ACT

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims under Section 503 of the Rehabilitation Act of 1973 ("Section 503") and the Americans with Disabilities Act, as amended ("ADA") ("Release") is a legal document. This document states that in return for ICON Government and Public Health Solutions, Inc., formerly known as Clinical Research Management, Inc., ("ICON") providing you with money, you agree that you will not file any lawsuit against ICON for allegedly violating Section 503 or the ADA in connection with you not being hired for a Virology Laboratory Technician position in 2015. It also says that ICON 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 \$20,000.00 (less deductions required by law) by ICON to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge ICON, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, insurers, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Section 503, as amended, or the ADA, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment in a Virology Laboratory Technician position in 2015.

II.

I understand that ICON denies that it treated me unlawfully or unfairly in any way and that ICON 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 to resolve without further legal proceedings all issues related to OFCCP's complaint investigation of ICON initiated on January 27, 2016. I further agree that the payment of the aforesaid sum by ICON to me is not to be construed as an admission of any liability by ICON.

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.

I understand that if I do not sign this Release and return it to ICON Senior Human Resources Generalist Amber Rusnak such that it is received by September 30, 2018, I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____