

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Crothall Healthcare, Inc. 1588
200 Hawthorne Ln.
Charlotte, NC 28204

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Crothall Healthcare, Inc. 1588 (hereinafter Crothall), 200 Hawthorne Ln., Charlotte, NC 28204.
2. The violations identified in this Agreement were found during a compliance evaluation of Crothall which began on August 11, 2016 and were specified in a Notice of Violation that was issued on September 24, 2018. OFCCP alleges that Crothall has violated Executive Order 11246, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. The provisions of this Agreement will become part of Crothall's Affirmative Action Programs (AAPs). Subject to the performance by Crothall of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of Crothall with all OFCCP programs will be deemed resolved. However, Crothall is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
4. Crothall agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Crothall compliance. Crothall shall permit access to its premises during normal business hours for these purposes.
5. Nothing herein is intended to relieve Crothall from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
6. Crothall agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

7. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director for OFCCP, unless the Regional Director for OFCCP or the Director for OFCCP indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.
8. If at any time in the future, OFCCP believes that Crothall has violated any portion of this Agreement during the term of this Agreement, Crothall will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Crothall with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that Crothall has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Crothall to sanctions set forth in as applicable; Section 209 of the Executive Order, 41 CFR 60-300.66 and/or 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period April 1, 2015 through the date this CA is signed, Crothall failed to implement an applicant tracking system for applicants that will allow Crothall to analyze the pool of applicants as required by 41 CFR 60-3.4 and 60-3.15. Specifically, Crothall tracked applicants referred for an interview, but failed to track all applicants that applied.

REMEDY: Crothall will implement an applicant tracking system for applicants that will allow Crothall to analyze the pool of applicants for: a) Affirmative action purposes to monitor whether the process is yielding an adequate pool qualified minority and female applicants; and b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process as required by 41 CFR 60-3.4 and 60-3.15.

2. **VIOLATION:** During the period April 1, 2015 through the date this CA is signed, Crothall 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. Specifically, Crothall had not posted job openings.

REMEDY: Crothall 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 Crothall, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Crothall 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 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, Crothall will provide updated information simultaneously with its next job listing.

3. VIOLATION: During the period April 1, 2015 through the date this CA is signed, Crothall failed to invite all applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42. Specifically, Crothall failed to invite all applicants to self identify as a veteran protected by VEVRAA.

REMEDY: Crothall will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, Crothall will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Crothall 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. Crothall 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). Crothall 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).

4. VIOLATION: During the period April 1, 2015 through the date this CA is signed, Crothall failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f). Specifically, Crothall had not engaged in outreach and positive recruitment activities to recruit qualified protected veterans.

REMEDY: Crothall 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). Crothall 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). Crothall will

document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

5. VIOLATION: During the period April 1, 2015 through the date this CA is signed, Crothall failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k). Specifically, Crothall did not document and maintain the required data pertaining to applicants and hires.

REMEDY: Crothall will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-300.44(k):

- 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 number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

6. VIOLATION: During the period April 1, 2015 through the date this CA is signed, Crothall failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-300.80. Specifically, Crothall failed to keep applicant, interview, hiring or other general personnel or employment records specified in 60-300.80(b) for three years.

REMEDY: Crothall will keep and preserve all personnel and employment records, in accordance with 41 CFR 60-300.80, and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

7. VIOLATION: During the period April 1, 2015 through the date this CA is signed, Crothall 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, in violation of 41 CFR 60-741.42. Specifically, Crothall failed to invite all applicants to voluntarily self-identify as an individual with a disability.

REMEDY: Crothall 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 must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Crothall 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). Crothall will 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, Crothall 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, Crothall will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Crothall 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).

8. VIOLATION: During the period April 1, 2015 through the date this CA is signed, Crothall failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k). Specifically, Crothall failed to document and maintain the required information for all applicants as required.

REMEDY: Crothall will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and
- The total number of applicants hired.

9. VIOLATION: During the period April 1, 2015 through the date this CA is signed, Crothall failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, Crothall failed to keep applicant, interview, hiring or other general personnel or employment records specified in 60-300.80(b) for three years.

REMEDY: Crothall will keep and preserve all personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

10. VIOLATION: During the period of April 1, 2015 through the date this CA is signed, Crothall failed to design and implement an audit and reporting system that measures the effectiveness of its affirmative action program in accordance with the requirements of 41 C.F.R. 60-741.44(h). Specifically, Crothall failed to establish an internal audit and reporting system.

REMEDY: Crothall must design and implement an auditing and reporting system that includes the features required by 41 CFR 60-741.44(h)(1). Where the affirmative action program is found to be deficient, Crothall must undertake necessary action to bring the program into compliance as required by 41 CFR 60-741.44(h)(2).

11. VIOLATION: During the period of April 1, 2015 through the date this CA is signed, Crothall failed to design and implement an audit and reporting system that measures the effectiveness of its affirmative action program in accordance with the requirements of 41

C.F.R. 60-300.44(h). Specifically, Crothall failed to establish an internal audit and reporting system.

REMEDY: Crothall must design and implement an auditing and reporting system that includes the features required by 41 CFR 60-300.44(h)(1). Where the affirmative action program is found to be deficient, Crothall must undertake necessary action to bring the program into compliance as required by 41 CFR 60-300.44(h)(2).

Part III: Reporting

1. Crothall agrees to retain records pertinent to the violations cited in Part II above, and to the report submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required report, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Crothall agrees to furnish the OFCCP Minneapolis Area Office, 920 Second Avenue South, Suite 575, Minneapolis, MN 55402 with two reports:

REPORT DUE DATE:

April 15, 2019

April 15, 2020

PERIOD COVERED:

April 1, 2018 through March 31, 2019

April 1, 2019 through March 31, 2020

The report shall contain the following:

- a. Applicant data (preferably in Excel format) for the reporting period that includes a listing of the applicants for each job group that applied during the reporting period. At a minimum, the listing should include the applicant's name, race, gender, job group applied to, job group hired into, job title applied for, job title hired into, date of application, starting salary, and date of hire or final disposition if not hired.
- b. Documentation that Crothall listed all job vacancies with either the state workforce agency job bank or a local ESDS. Documentation that Crothall 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 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.
- c. Documentation that Crothall invited all applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA.

- d. Documentation that Crothall has undertaken appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, has annually reviewed its outreach and recruitment activities, assessed their effectiveness, and documented this review.
 - e. Documentation that Crothall documented and maintained the required data pertaining to all applicants and hires in accordance with 41 CFR 60-300.44(k).
 - f. Documentation that Crothall kept and preserved all personnel and employment records, in accordance with 41 CFR 60-300.80.
 - g. Documentation that Crothall invited both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability.
 - h. Documentation that Crothall documented and maintained the required data pertaining to all applicants and hires in accordance with 41 CFR 60-741.44(k).
 - i. Documentation that Crothall kept and preserved all personnel and employment records, in accordance with 41 CFR 60-741.80.
 - j. Documentation that Crothall designed and implemented an auditing and reporting system that includes the features in accordance with the requirements of 41 CFR 60-741.44(h)(1).
 - k. Documentation that Crothall designed and implemented an audit and reporting system that measures the effectiveness of its affirmative action program in accordance with the requirements of 41 C.F.R. 60-300.44(h).
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Crothall's final progress report.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Crothall Healthcare, Inc. 1588, 200 Hawthorne Ln., Charlotte, NC.

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

Bhavin Patel
Senior Corporate Counsel
Crothall Healthcare, Inc. 1588
Charlotte, NC

DATE: 10-18-18

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

for Henrietta Brinson
Acting District Director
Minneapolis Area Office
Midwest Region

DATE: 10/19/2018

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

(b) (6), (b) (7)(C)
Compliance Officer
Minneapolis Area Office
Midwest Region

DATE: 10/19/18

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

Nathaniel Jackson
Assistant District Director
Minneapolis Area Office
Midwest Region

DATE: 10/19/2018