

**Conciliation Agreement**  
**Between the United States Department of Labor**  
**Office of Federal Contract Compliance Programs**  
**And**  
**Maplewood Healthcare Center**  
**100 Cherrywood Place**  
**Jackson, TN 38305-1741**

**PART I: General Provisions**

1. This Agreement is between the Office of Federal Contract Compliance Programs (OFCCP) and Maplewood Healthcare Center (“Maplewood”).
2. The violations identified in this Agreement were found during a compliance evaluation of Maplewood at its establishment located at 100 Cherrywood Place, Jackson, Tennessee 38305, which began on August 20, 2018 and were specified in a Notice of Violation that was issued on November 9, 2018. OFCCP alleges that Maplewood has violated Executive Order 11246, as amended, and its implementing regulations at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Maplewood of any violation of Executive Order 11246, as amended, and its implementing regulations.
4. The provisions of this Agreement will become part of Maplewood’s Affirmative Action Program (AAP). Subject of the performance by Maplewood of all promises and representations contained herein and in its AAP, the named violations in regard to the compliance of Maplewood with all OFCCP programs will be deemed resolved. However, Maplewood 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.
5. Maplewood 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 Maplewood compliance. Maplewood shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Maplewood from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Maplewood 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 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

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8. 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 or the Director for OFCCP, indicates otherwise.
9. If, at any time in the future, OFCCP believes that Maplewood has violated any portion of this Agreement during the term of this Agreement, Maplewood 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 Maplewood 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 Maplewood 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 Maplewood to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

**PART II: Specific Provisions**

1. **VIOLATION:** Maplewood failed to identify in the personnel records it keeps, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant, whichever term applies to the particular position, as those terms are defined in 41 CFR 60-1.3, 41 CFR §60-1.12(c) (1) (ii).

**REMEDY:** Maplewood will identify in the personnel records it keeps, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant, whichever term applies to the particular position, as those terms are defined in 41 CFR 60-1.3.

2. **VIOLATION:** Maplewood failed to preserve personnel and employment records for a period of not less than two years from the date of a) the making of the record or b) the personnel action involved, whichever occurred later. Specifically, Maplewood failed to preserve complete and accurate records of its application and selection procedures to include all applications, in violation of 41 CFR 60-1.12(a).

**REMEDY:** Maplewood will preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, testing materials, and interview records, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Coleman will preserve all employment and personnel records until OFCCP makes a final disposition in the matter, even if such preservation is beyond the two-year period.

**FUTURE CONDUCT:** Maplewood will not repeat the above violations.

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**PART III: Reporting**

1. Maplewood agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, 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. Maplewood agrees to furnish the OFCCP Memphis Area Office, 167 North Main Street, Suite 101, Memphis, Tennessee 38103; Attention: (7)(C), (7)(E), Compliance Officer with one report.

The report shall be due on December, 15, 2019 and cover the period from December 1, 2018 through November 30, 2019. The information should include the following information:

Documentation of the total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for all job titles and job groups during the reporting period, including all workers who applied and who were referred to and/or assigned to work at Maplewood by a staffing firm or employment agency, Pursuant to Remedy 1 and Remedy 2.

**TERMINATION DATE:** This Agreement will expire 90 days after OFCCP receives the report required in Part III above or on the date that the District Director gives notice to Maplewood that Maplewood has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Maplewood in writing prior to the end of the 90-day period that Maplewood has not satisfied its reporting requirements pursuant to this Agreement.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between Maplewood and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Maplewood 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.

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**PART IV: Signatures**

The person signing this Conciliation Agreement on behalf of Maplewood Healthcare Center personally warrants he is fully authorized to do so, and that Maplewood Healthcare Center has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on Maplewood Healthcare Center. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Maplewood Healthcare Center.

DATE: 11-29-18

DATE: 12/04/2018

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

Bob Herjig  
Administrator  
Maplewood Healthcare Center  
100 Cherrywood Place  
Jackson, Tennessee 38305

**(6), (7)(C), (7)(E)**

Compliance Officer—Memphis  
Office of Federal Contract  
Compliance Programs

DATE: 12/04/18

DATE: 12/04/2018

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

Christopher Williams  
Assistant District Director—Birmingham  
Office of Federal Contract  
Compliance Programs

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

Alvin Q. Mitchell  
District Director—Birmingham  
Office of Federal Contract  
Compliance Programs