

**CONCILIATION AGREEMENT**  
Between  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
And  
MERCY, INC.  
DBA  
AMERICAN MEDICAL RESPONSE LAS VEGAS  
7201 WEST POST ROAD  
LAS VEGAS, NEVADA

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Mercy Inc., doing business as: American Medical Response Las Vegas (AMR Las Vegas) located at 7201 West Post Road, Las Vegas Nevada and found that AMR Las Vegas was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and their implementing regulations at 41 C.F.R. § Chapter 60. OFCCP notified AMR Las Vegas of the specific violations found and the corrective actions required in a Notice of Violation issued on April 29, 2019. 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 AMR Las Vegas 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 AMR Las Vegas fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 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 AMR Las Vegas violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. AMR Las Vegas 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. AMR Las Vegas will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. AMR Las Vegas understands that nothing in this Agreement relieves AMR Las Vegas of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. AMR Las Vegas 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 District Director (the "Effective Date") unless the Regional Director or Director of OFCCP indicates otherwise within 45 calendar days of the date the District Director signs the Agreement.
9. This Agreement will expire sixty (60) days after AMR Las Vegas submits the final progress report required in Part IV, below, unless OFCCP notifies AMR Las Vegas in writing prior to the expiration date that AMR Las Vegas has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines AMR Las Vegas has met all of its obligations under the Agreement.
10. If AMR Las Vegas violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that AMR Las Vegas violated any term of the Agreement while it was in effect, OFCCP will send AMR Las Vegas a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) AMR Las Vegas 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 AMR Las Vegas 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. AMR Las Vegas may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

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

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION:** AMR Las Vegas failed to appropriately comply with Identification of Problem Areas and Action-Oriented Program requirement, as prescribed by 41 CFR 60-2.17(b) and (c). Specifically, AMR Las Vegas submitted separate conflicting submissions of applicant flow data for the 3A job group to OFCCP. These conflicting data submissions prevented AMR Las Vegas and OFFCP from being able to conduct appropriate analyses. As a result, AMR Las Vegas was unable to detect nor correct the data inaccuracies during its required analyses.

**REMEDY:** AMR Las Vegas agrees to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. At a minimum, consistent with 41 CFR 60-2.17(b), AMR Las Vegas must evaluate:

- a. The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization (i.e., employment in the unit or job group), or of minority or female distribution (i.e., placement in different jobs within the unit or group);
- b. Personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities;
- c. Compensation systems(s) to determine whether there are gender-, race-, or ethnicity-based disparities;
- d. Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or females; and
- e. Any other areas that might impact the success of the affirmative action program.

If there are problem areas identified as part of this process, AMR Las Vegas must develop and execute action-oriented programs pursuant to 41 CFR 60-2.17(c).

2. **VIOLATION:** AMR Las Vegas failed to adhere to the internet applicant rule as required by 41 CFR §§ 60-1.3 (1) (i)-(iv). Specifically, AMR Las Vegas failed to conduct analyses on applicants in the 3A job group who met the four prongs of the internet applicant rule.

AMR Las Vegas also failed to demonstrate the protocol used when they established numerical limits when refraining from considering expressions of interest pursuant to 41 CFR §§ 60-1.3(3).

**REMEDY:** In accordance with 41 CFR §§ 60-1.3(1) (i)-(iv) AMR Las Vegas agrees to conduct analyses on applicants who meet the four prongs of the internet applicant rule. AMR Las Vegas also agrees to demonstrate the protocol used when establishing numerical limits when refraining from considering expressions of interest in accordance with 41 CFR §§ 60-1.3(3).

#### **PART IV: REPORTS REQUIRED**

##### **1. REPORT SUBMISSION**

AMR Las Vegas must submit the documents and reports described below to: Marvin Jordan, District Director of OFCCP, 230 N. 1st Avenue, Suite 503, Phoenix AZ 85003.

##### **2. REPORTING DATES**

The reporting periods and due dates for these progress reports are outlined below:

<b>Report</b>	<b>Due Date</b>	<b>Period Covered</b>
#1	January 31, 2020	July 1, 2019 through December 31, 2019
#2	July 31, 2020	January 1, 2020 through June 30, 2020

##### **3. REPORT CONTENTS**

The two reports shall contain the following:

###### Pursuant to Violation 1:

- A. A spreadsheet identifying the total number of applicants broken down by each individual's: name or unique identifier; gender; race and/or ethnic group; date(s) applied; position(s) applied for; disposition; disposition date; and reason(s) individual was not hired (as appropriate) for the 3A job group.
- B. For each job or job group, the results of AMR Las Vegas analysis as to whether its total selection process has adverse impact, as defined by 41 CFR 60-3.4C; when the total selection process has an adverse impact, the results of AMR Las Vegas evaluation of the individual components of the selection process for adverse impact.

- C. Evidence to support the actions taken by AMR Las Vegas, where action was appropriate, after determining that any component of the selection process has an adverse impact on members of any race, gender, or ethnic group.

Pursuant to Violation 2:

- A. Evidence AMR Las Vegas conducted analysis on applicants who met the following four prongs of the internet applicant rule for at least the 3A Job Group.
  - 1. The individual submitted an expression of interest in employment through the Internet or related electronic data technologies;
  - 2. The contractor considered the individual for employment in a particular position;
  - 3. The individual's expression of interest indicated that the individual possesses the basic qualifications for the position; and
  - 4. The individual, at no point in the contractor's selection process prior to receiving an offer of employment from the contractor, removed himself or herself from further consideration or otherwise indicated that he/she was no longer interested in the position.
- B. Documentation, for at least the 3A Job Group, indicating what pre-established data management protocols AMR used when refraining from considering the entire pool of expressions of interest.

AMR Las Vegas 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 (or "whichever time period is longer").

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**PART V: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and American Medical Response Las Vegas, 7201 West Post Road, Las Vegas, NV.

DATE: 5/6/2019

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

DONNA MILLER  
Regional Director  
Mercy, Inc.  
dba; American Medical Response Las Vegas  
7201 West Post Rd.  
Las Vegas, Nevada 89113

DATE: 05/06/2019

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

(b) (7)(C), (b) (7)(E)  
Compliance Officer  
Office of Federal Contract  
Compliance Programs  
Las Vegas Field Office

DATE: 05/07/2019

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

MARVIN R. JORDAN  
Director  
Office of Federal Contract  
Compliance Programs  
Phoenix District Office