

**Conciliation Agreement**  
**Between the**  
**U.S. Department of Labor Office of Federal Contract Compliance Programs**  
**And**  
**SLF No 1 LLC dba Wyndridge Health**

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the SLF No 1 LLC dba Wyndridge Health (Wyndridge Health) facility located at 456 Wayne Avenue, Crossville, Tennessee and found that Wyndridge Health was not in compliance with Executive Order 11246, as amended ("E.O. 11246" or "the Executive Order") and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"); the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) ("VEVRAA") and their implementing regulations at 41 CFR Chapter 60. OFCCP notified Wyndridge Health of the specific violations found in a Notice of Violations issued on May 7, 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 Wyndridge Health enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Wyndridge Health's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, or VEVRAA, based on the violations described in more detail in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Wyndridge Health 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 Wyndridge Health'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. Wyndridge Health 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 it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Wyndridge Health of its obligation to fully comply with the requirements of E.O. 11246, Section 503, or VEVRAA and their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action.

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4. Wyndridge Health 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, including its attachments, 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.
7. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day that it is signed by the Regional Director of the Southeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Wyndridge Health submits its final progress report required in Part IV, below, unless OFCCP notifies Wyndridge Health in writing before the expiration date that Wyndridge Health 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 Wyndridge Health has met all of its obligations under the Agreement.
10. If Wyndridge Health violates this Agreement:
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - a. OFCCP will send Wyndridge Health a written notice stating the alleged violations and summarizing any supporting evidence.
    - b. Wyndridge Health shall have 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.
    - c. If Wyndridge Health is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
  - B. Wyndridge Health may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27 and/or other appropriate relief for violating this Agreement.

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11. Wyndridge Health neither admits nor denies 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.

**PART III: VIOLATIONS AND REMEDIES**

1. **VIOLATION:** During the period January 1, 2017 through December 31, 2017, Wyndridge Health failed to prepare and maintain, and accordingly, failed to submit within 30 days of OFCCP’s request, its written Affirmative Action Program (AAP) and supporting documentation pursuant to Executive Order 11246, as amended, for its establishment located at 456 Wayne Avenue, Crossville, Tennessee, 38555, in violation of 41 CFR 60-1.12(b) and 60-1.20(e).

**REMEDY:** On an annual basis, Wyndridge Health will prepare and maintain a written affirmative action program (AAP), and will maintain its current AAP and documentation of good faith efforts, and will preserve its AAP and documentation of good faith efforts for the immediately preceding AAP year, in accordance with the requirements of Executive Order 11246 and applicable regulations. Further, Wyndridge Health will submit its updated AAP and supporting data pursuant to 41 CFR 60-1.20(e), annually by May 15<sup>th</sup> throughout the term of the agreement.

2. **VIOLATION:** During the period January 1, 2017 through December 31, 2017, Wyndridge Health failed to prepare and maintain an affirmative action program (AAP) for protected veterans for its establishment located at 456 Wayne Avenue, Crossville, Tennessee, 38555 in violation of 41 CFR 60-300.40(b). Accordingly, Wyndridge Health

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failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

**REMEDY:** On an annual basis, Wyndridge Health will prepare and maintain an affirmative action program (AAP) for protected veterans at its establishment located at 456 Wayne Avenue, Crossville, Tennessee, 38555. The AAP shall set forth Wyndridge Health's policies and procedures in accordance with 41 CFR 300.40-45. This AAP may be integrated into or kept separate from other AAPs. Wyndridge Health shall review and update annually its AAP pursuant to 41 CFR 60-300.40(c), and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45. Further, Wyndridge Health will submit its updated AAP pursuant to 41 CFR 60-300.40, annually by May 15<sup>th</sup> throughout the term of the agreement.

- 3. VIOLATION:** During the period January 1, 2017 through December 31, 2017, Wyndridge Health failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at its establishment located at 456 Wayne Avenue, Crossville, Tennessee, 38555, in violation of 41 CFR 60-741.40(b). Accordingly, Wyndridge Health failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

**REMEDY:** On an annual basis, Wyndridge Health will prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at its establishment located at 456 Wayne Avenue, Crossville, Tennessee 38555. The AAP shall set forth Wyndridge Health's policies and procedures in accordance with 41 CFR 60-741.40-45. This AAP may be integrated into or kept separate from other AAPs. Wyndridge Health shall review and update annually its AAP pursuant to 41 CFR 60-741.40(c) and will comply with all obligations set forth in Subpart C of the regulation, 41 CFR 60-741.40-45. Further, Wyndridge Health will submit its updated AAP pursuant to 41 CFR 741-40, annually by May 15<sup>th</sup> throughout the term of the agreement.

- 4. VIOLATION:** During the period January 1, 2017 through December 31, 2017, Wyndridge Health failed, after making an offer of employment and before the applicant began employment duties, to invite each applicant to inform Wyndridge Health whether s/he believes that s/he is a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran and wishes to benefit under Wyndridge Health' affirmative action programs for veterans in violation of 41 CFR 60-300.42(b).

**REMEDY:** Wyndridge Health 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, Wyndridge Health will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Wyndridge Health 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. Wyndridge Health may invite the applicant

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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). Wyndridge Health 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).

5. **VIOLATION:** During the period January 1, 2017 through December 31, 2017, Wyndridge Health failed, after making an offer of employment and before the applicant began employment duties, to invite each applicant to inform Wyndridge Health whether s/he believes that s/he is an individual with a disability and wishes to benefit under Wyndridge Health' affirmative action programs for individuals with disabilities in violation of 41 CFR 60-741.42(b).

**REMEDY:** Wyndridge Health 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 will be made using the OMB-approved form for this purpose (available on the OFCCP website).

More specifically, Wyndridge Health 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). Wyndridge Health 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, Wyndridge Health 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, Wyndridge Health will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Wyndridge Health 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).

6. **VIOLATION:** During the period January 1, 2017 through December 31, 2017, Wyndridge Health failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60–300.44(k). Specifically, Wyndridge Health failed to document and maintain the required information.

**REMEDY:** Wyndridge Health 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;

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- 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.

7. **VIOLATION:** During the period January 1, 2017 through December 31, 2017, Wyndridge Health failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60–741.44(k). Specifically, Wyndridge Health failed to document and maintain the required information.

**REMEDY:** Wyndridge Health 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.

8. **VIOLATION:** During the period January 1, 2017 through December 31, 2017, Wyndridge Health failed to establish a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60–300.45. Specifically, Wyndridge Health failed to use one of the methods prescribed in the regulations to establish a hiring benchmark.

**REMEDY:** Wyndridge Health will establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60–300.45(b). Wyndridge Health will document its hiring benchmark, and, if Wyndridge Health sets its benchmark using the five-factor approach described in 41 CFR 60–300.45(b)(2), it will also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. Wyndridge Health will retain these records for three years, as required by 41 CFR 60–300.45(c).

9. **VIOLATION:** During the period January 1, 2017 through December 31, 2017, Wyndridge Health failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60–741.45. Specifically, as Wyndridge

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Health failed to invite its employees to voluntarily self-identify as an individual with a disability, Wyndridge Health conducted no utilization analysis.

**REMEDY:** Wyndridge Health will annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. When conducting this utilization analysis, Wyndridge Health will use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if Wyndridge Health has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60-741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in Wyndridge Health's workforce be less than the utilization goal, Wyndridge Health will take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exist, and will develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

**Part IV: REPORTING ON CORRECTIVE ACTIONS REQUIRED IN CONCILIATION AGREEMENT**

1. Wyndridge Health agrees to retain records pertinent to the violations cited in Part III above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Wyndridge Health agrees to furnish the OFCCP with two (2) progress reports. Wyndridge Health will send the report to Assistant District Director Valerie McClelland at (7)(C) @dol.gov and to the following address:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Attn: Valerie McClelland, Assistant District Director  
1321 Murfreesboro Pike, Suite 301  
Nashville, TN 37217

The first report will be due June 15, 2020 and will cover the period June 1, 2019 through May 31, 2020. The second report will be due June 15, 2021 and will cover the period of June 1, 2020 through May 31, 2021. The reports will contain the following:

1. Pursuant to Remedy 1: Copy of Wyndridge Health's current Executive Order AAP and supporting data prepared in accordance with the requirements of 41 CFR 60-1.40 and 41 CFR 60-2.1 through 41 CFR 60-2.17.

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2. Pursuant to Remedy 2: Copy of Wyndridge Health's current VEVRAA AAP prepared in accordance with the requirements of 41 CFR 60-300.40 through 41 CFR 60-300.45.
3. Pursuant to Remedy 3: Copy of Wyndridge Health's current Section 503 AAP prepared in accordance with the requirements of 41 CFR 60-741.40 through 41 CFR 60-741.45.
4. Pursuant to Remedy 4: Documentation that Wyndridge Health has invited 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, including documentation that Wyndridge Health has invited applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran and that Wyndridge Health has invited 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. Further, Wyndridge Health 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 must comply with the requirements of 41 CFR 60-300.42(c). Additionally, documentation that Wyndridge Health has kept all self-identification information confidential and maintained it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).
5. Pursuant to Remedy 5: Documentation that Wyndridge Health has invited 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 and that all invitations to self-identify have been made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, that Wyndridge Health has invited 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), including documentation that Wyndridge Health has also invited 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, documentation that during the first year it is subject to this requirement, Wyndridge Health has invited each of its employees to voluntarily self-identify as an individual with a disability, and then extended this invitation again at five year intervals, thereafter. At least once during each interval and that Wyndridge Health has reminded its employees that they may voluntarily update their disability-related self-identification information at any time. Additionally, that Wyndridge Health has kept all self-identification information confidential and maintained it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

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6. Pursuant to Remedy 6: Copy of Wyndridge Health's computations or comparisons pertaining to applicants and hires as required by 41 CFR 60-300.44(k), which include:
  - 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.
7. Pursuant to Remedy 7: Copy of Wyndridge Health's computations or comparisons pertaining to applicants and hires as required by 41 CFR 60-741.44(k), which include:
  - 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.
8. Pursuant to Remedy 8: Documentation of Wyndridge Health's hiring benchmark adopted, the methodology used to establish it if using the five factors described in 41 CFR 60-300.45(b)(2) and hiring data to measure against the benchmark.
9. Pursuant to Remedy 9: Copy of Wyndridge Health's utilization analysis evaluating the representation of individuals with disabilities in each job group, using the 7 percent goal established by OFCCP. If Wyndridge Health has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP. Additionally, should the percentage of individuals with disabilities in one or more job groups or in Wyndridge Health's workforce be less than the utilization goal, documentation of Wyndridge Health's determination as to whether and where impediments to equal employment exist, and documentation of action-oriented programs to correct any identified problems.

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

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between Wyndridge Health and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Wyndridge Health 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 SLF No 1 LLC dba Wyndridge Health personally warrants that he is fully authorized to do so, that SLF No 1 LLC dba Wyndridge Health 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 SLF No 1 LLC dba Wyndridge Health. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and SLF No 1 LLC dba Wyndridge Health.

(6), (7)(C)

Michael Dunney  
Administrator  
SLF No 1 LLC dba Wyndridge Health  
456 Wayne Avenue  
Crossville, Tennessee, 38555

DATE: 5/19/19

(6), (7)(C)

E. Michelle Hernandez  
District Director  
Office of Federal Contract Compliance Programs

DATE: 5/21/2019

(6), (7)(C)

Valerie Y. McClelland  
Assistant District Director  
Office of Federal Contract Compliance Programs

DATE: 05/21/2019

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

Compliance Officer  
Office of Federal Contract Compliance Programs

DATE: 05/21/2019