

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

INDIANA BLOOD CENTER
3450 N. MERIDIAN ST
INDIANAPOLIS, IN 46208-4437

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Indiana Blood Center's ("IBC") facility located at 3450 N. Meridian St, Indianapolis, IN 46208 and found that IBC was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Parts 60-1, 60-2, 60-3, and 60-20. OFCCP notified IBC of the specific violations found and the corrective actions required in a Notice of Violations issued on June 20, 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 IBC 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 IBC's fulfillment of all obligations in Parts III and IV of this 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 IBC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. IBC 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. IBC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. IBC understands that nothing in this Agreement relieves IBC of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the

Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("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. IBC 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 Midwest 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 ninety (90) days after IBC submits the final progress report required in Part IV, below, unless OFCCP notifies IBC in writing prior to the expiration date that IBC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines IBC has met all of its obligations under the Agreement.
10. If IBC violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that IBC violated any term of the Agreement while it was in effect, OFCCP will send IBC a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) IBC 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 IBC 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. IBC 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 IBC of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that IBC violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period July 01, 2016 through June 30, 2018, Indiana Blood Center failed to preserve a record of all 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 occurs later as required by 41 CFR 60-1.12(a). Specifically, Indiana Blood Center did not maintain all resumes, and/or applications, interview records, notes and questionnaires for all persons considered for employment during the review period.

REMEDY: Effective immediately, Indiana Blood Center will keep and preserve all personnel and employment records it makes and keep in either electronic or hard copy format. Including but not limited to all expressions of interest, physical and online applications, and interview records, for a period of two years from the date of the making of the record in accordance with 41 CFR 60-1.12(a) and will keep and preserve those records specified in 41 CFR 60-1.12(a).

2. **VIOLATION:** During the period July 01, 2016 through June 30, 2018, Indiana Blood Center failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-300.80. Specifically, Indiana Blood Center failed to keep applicant, interview, hiring or other general personnel or employment records; failed to keep only those personnel or employment records specific to VEVRAA obligations; failed to keep the records specified in 60-300.80(b) for three years.

REMEDY: Indiana Blood Center 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.

3. **VIOLATION:** During the period July 01, 2016 through June 30, 2018, Indiana Blood Center failed to keep and preserve all personnel and employment records, in violation of

41 CFR 60-741.80. Specifically, Indiana Blood Center failed to keep applicant, interview, hiring or other general personnel or employment records; failed to keep only those personnel or employment records specific to Section 503 obligations; failed to keep the records specified in 60-741.80(b) for three years.

REMEDY: Effective immediately, Indiana Blood Center 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.

4. **VIOLATION:** During the period July 01, 2016 through June 30, 2018, Indiana Blood Center 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, Indiana Blood Center failed to invite self-id at the pre-offer stage and post-offer stage by failing to use the OMB approved form.

REMEDY: Indiana Blood Center shall 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, Indiana Blood Center shall 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). Indiana Blood Center shall 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, Indiana Blood Center shall 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, Indiana Blood Center shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Indiana Blood Center must 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).

5. **VIOLATION:** During the period July 01, 2016 through June 30, 2018, Indiana Blood Center's failed to invite 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, Indiana Blood Center did not invite applicants to Self-ID at the pre-offer of employment stage.

CORRECTIVE ACTION: Indiana Blood Center shall 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, Indiana Blood Center shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Indiana Blood Center shall 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. Indiana Blood Center 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). Indiana Blood Center must 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).

PART IV: REPORTING

1. IBC agrees to retain records pertinent to violations cited in Part III above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and/or 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. IBC agrees to furnish OFCCP, Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Room 419, Indianapolis, Indiana, 46204 with the following reports, covering a two-year time period:

The first report shall be due January 15, 2020, and shall cover the period July 1, 2019 through December 31, 2019. The second report shall be due July 15, 2020, and shall cover the period January 1, 2020 through June 30, 2020. The third report shall be due January 15, 2021, and shall cover the period July 1, 2020 through December 31, 2020. The fourth report shall be due July 15, 2021, and shall cover the period January 1, 2021 through June 30, 2021.

Each report will include the following:

1. Per Remedies #1, and #2, and #3, a copy of the applicant flow log for the reporting period. At a minimum, this should include each applicant's name, race/ethnicity, gender, disability status, protected veteran status, date of application, and the job they applied for and the disposition for each applicant. Additionally, Evidence that IBC has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
2. Per Remedy #4, screenshots and/or copies of completed self-identification forms filled out by applicants during the reporting period, using the required OMB-approved form, and indicating both the pre- and post-offer opportunity for the applicant to self-identify their status as an individual with disability.
3. Per Remedy #5, screenshots and/or copies of completed self-identification forms filled out by applicants during the reporting period, indicating both the pre-offer and post-offer

(as applicable) opportunity for the applicant to self-identify their status as a protected veteran.

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 IBC that IBC has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies IBC in writing prior to the end of the 90-day period that IBC has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between IBC and the OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither IBC nor the 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 V: SIGNATURES

The person signing this Conciliation Agreement on behalf of Indiana Blood Center personally warrants he/she is fully authorized to do so, that IBC 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 IBC. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Indiana Blood Center.

July 2, 2019
DATE

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

CHARLES MIRAGLIA
PRESIDENT
INDIANA BLOOD CENTER
INDIANAPOLIS, INDIANA

July 2, 2019
DATE

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

(b) (7)(C), (b) (7)(E)
COMPLIANCE OFFICER
OFCCP
INDIANAPOLIS, INDIANA

7/2/19
DATE

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

DAVID A. SMITH
ASSISTANT DISTRICT DIRECTOR
OFCCP
INDIANAPOLIS, INDIANA

7/2/19
DATE

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

MAXINE MANUS
DISTRICT DIRECTOR
OFCCP
INDIANAPOLIS, INDIANA