

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
UPMC Hamot
201 State Street
Erie, PA 16550

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and UPMC Hamot, 201 State Street, Erie, Pennsylvania.
2. The violations identified in this Agreement were found during a compliance evaluation of UPMC Hamot which began on September 16, 2016, and were specified in a Notice of Violation that was issued on July 23, 2019. OFCCP alleges that UPMC Hamot has violated: 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 implementing regulations at 41 C.F.R. Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by UPMC Hamot of any violation 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 the implementing regulations.
4. The provisions of this Agreement will become part of UPMC Hamot's AAP. Subject to the performance by UPMC Hamot of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of UPMC Hamot with all OFCCP programs will be deemed resolved. However, UPMC Hamot 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. UPMC Hamot 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 UPMC Hamot's compliance. UPMC Hamot shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve UPMC Hamot 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.

7. UPMC Hamot 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).
8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director of OFCCP.
9. If at any time in the future, OFCCP believes that UPMC Hamot has violated any portion of this Agreement during the term of this Agreement, UPMC Hamot 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 UPMC Hamot 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 UPMC Hamot 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 UPMC Hamot to sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-300.66, and/or 41 C.F.R. § 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period July 1, 2015, through June 30, 2016, UPMC Hamot failed to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist, and UPMC Hamot failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program in violation of 41 C.F.R. § 60-2.17(b) and 60-2.17(d). Specifically, UPMC Hamot failed to preserve records of the number of applicants in Job Group 901 at each step of the selection process. Therefore, UPMC Hamot was unable to determine whether and where impediments to equal employment opportunity exist.

REMEDY: UPMC Hamot will perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist, and UPMC Hamot will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. Specifically, when an adverse indicator is calculated, UPMC Hamot will provide records upon request of the number of applicants in

at each step of the selection process and determine which component of the selection process is causing the adverse indicator.

2. **VIOLATION:** During the period July 1, 2015, through June 30, 2016, UPMC Hamot failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 C.F.R. § 60-300.44(k). Specifically, UPMC Hamot failed to collect and include an accurate data collection analysis pertaining to applicants and hires in the affirmative action program for protected veterans covered by VEVRAA.

REMEDY: UPMC Hamot 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 C.F.R. § 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 the 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.

3. **VIOLATION:** During the period July 1, 2015, through June 30, 2016, UPMC Hamot failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 C.F.R. § 60-741.44(k). Specifically, UPMC Hamot failed to collect and include an accurate data collection analysis pertaining to applicants and hires in the affirmative action program for individuals with disabilities

REMEDY: UPMC Hamot 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 C.F.R. § 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 the 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.

PART III: Reporting

1. UPMC Hamot 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. UPMC Hamot agrees to furnish the OFCCP with two (2) annual progress reports. The first report shall be due twelve (12) months after the effective date of this Conciliation Agreement and shall cover the preceding ten (10) month period of time beginning on the effective date of this Agreement. The second report shall cover the successive ten (10) month period, and shall be mailed within sixty (60) days after the close of that ten month period. UPMC Hamot will submit the following in each progress report to:

Tracie Brown
District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Room 2103 Federal Building
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222

Each report shall include:

- a. For Violation 1: Documentation to verify that UPMC Hamot performed an in-depth analysis of its employment process for all titles within Job Group 901 to determine whether and where impediments to employment opportunity exist, as required by 41 C.F.R. § 60-2.17(b)(1)-(5).
- b. For Violation 1: A copy of the UPMC Hamot's internal audit report for the reporting period that includes all of the elements of the internal auditing requirements listed in 41 C.F.R. § 60-2.17(d).
- c. For Violation 2: Documentation of the following computations or comparisons, as required by 41 C.F.R. § 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 veterans hired; and the total number of applicants hired.
- d. For Violation 3: Documentation of the following computations or comparisons, as required by § 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.

3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of UPMC Hamot's final progress report.

Termination Date:

This Conciliation Agreement shall remain in full force and effect until sixty (60) days following UPMC Hamot's submission of the final report, or until such time as OFCCP has deemed that UPMC Hamot has met all conditions of this Agreement.

Integration Clause:

This Conciliation Agreement represents the full Agreement between UPMC Hamot and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither UPMC Hamot nor OFCCP relies upon any promise, representation of fact or law, or other inducements that are 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.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and UPMC Hamot 201 State St. Erie, PA 16550

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

DAVID P. GIBBONS
President
UPMC Hamot
Erie, Pennsylvania

DATE: 9/5/19

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

TRACIE BROWN
District Director
Pittsburgh District Office
Mid-Atlantic Region

DATE: 9/10/2019