



Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Queen's Health Systems

## I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Queen's Health Systems (QHS) establishment located at 1301 Punchbowl Street, Honolulu, HI 96813, beginning on March 29, 2018. OFCCP found that QHS failed to comply with *Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA)* and their respective implementing regulations at 41 CFR 60-741.44(f) and 41 CFR 60-300.44(f).

OFCCP notified QHS of the specific violation(s) and the corrective action(s) required in a Notice of Violation issued on February 10, 2020 (NOV).

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and QHS enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

## II. General Terms and Conditions

1. In exchange for QHS's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if QHS violates any provision of this Agreement, as set forth in Paragraph I, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. QHS agrees that OFCCP may review QHS'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. QHS 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. QHS understand that nothing in this Agreement relieves QHS of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

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4. QHS and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. QHS 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after QHS submits its final progress report required in Section VIII, below, unless OFCCP notifies QHS in writing before the expiration date that QHS 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 QHS has met all of its obligations under the Agreement.
11. If QHS violates this Agreement:
  - a. The procedures at *41 C.F.R. 60-300. 63 (2014) and/or 41 C.F.R. 60-741.63 (2014)*] will govern:
    - i. OFCCP will send QHS a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The QHS will have fifteen (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.
    - iii. If QHS 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.
    - iv. In the event of a breach of this Agreement by the contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

- b. QHS may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. QHS neither admits nor denies any violation of Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party will bear its own fees and expenses with respect to this matter.
16. 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, will 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.
17. All references to "days" in this Agreement, and in the Timeline included as Attachment B, 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.

### **III. Technical Violations and Remedies**

1. **Violation 1:** During the period April 1, 2016 through March 31, 2017, Queen's Health Systems failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, although there is evidence that QHS did post with the local state workforce agency, HireNet, QHS admitted, "To our knowledge, there were no specific efforts made with regards to Veterans and those with Disabilities. Prior to this audit, QHS was operating under the assumption that we were not a federal QHS".

**Remedy 1:** QHS must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If Queen's Health Systems concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it will identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

2. **Violation 2:** During the period of April 1, 2016 through March 31, 2017, QHS failed to undertake appropriate outreach and positive recruitment activities that were reasonably

designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60–300.44(f). Specifically, although there is evidence that QHS did post with the local state workforce agency, HireNet, QHS admitted, “To our knowledge, there were no specific efforts made with regards to Veterans and those with Disabilities. Prior to this audit, QHS was operating under the assumption that we were not a federal QHS”.

**Remedy 2:** QHS will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60–300.44(f)(2). QHS will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60–300.44(f)(3). QHS will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–300.44(f)(4).

### **OFCCP Monitoring Period**

1. **Recordkeeping.** QHS agrees to retain all records relevant to the violations cited in Sections III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. QHS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **QHS Reports.**
  - a. **Schedule and Instructions.** QHS agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

<u>Report Due Date</u>	<u>Period Covered</u>
April 30, 2021 (1 <sup>st</sup> Report)	April 1, 2020 – March 31, 2021
October 1, 2021 (2 <sup>nd</sup> Report)	April 1, 2021 – September 30, 2021

Each report will include at least:

First Report:

- A. Violation #1: An annual report of Queen’s Health System’s outreach and recruitment efforts for qualified individuals with disabilities; list its activities, and an assessment of their effectiveness and document in accordance with 41 CFR 60-741.44(f)(3).
- B. Violation #2: An annual report of Queen’s Health System’s outreach and recruitment efforts for qualified protected veterans, list its activities, and an

assessment of their effectiveness and document in accordance with 41 CFR 60-741.44(f)(3).

Second Report:

- A. Violation #1: QHS will provide documentation of its outreach and recruitment efforts for individuals with disabilities, such as a list with a detailed description of all outreach and recruitment activities undertaken, to include support documentation like letters, emails, memos, and any other related documents that show the name of each organization contacted, contact person name, contact phone number and/or email address, outreach events that company attended and the results from attending the event.
- B. Violation #2: QHS will provide documentation of its outreach and recruitment efforts for protected veterans, such as a list with a detailed description of all outreach and recruitment activities undertaken, to include support documentation like letters, emails, memos, and any other related documents that show the name of each organization contacted, contact person name, contact phone number and/or email address, outreach events that company attended and the results from attending the event.

QHS will submit reports to Compliance Officer, (b) (7)(C), (b) (7)(E) via email at (b) (7)(C), (b) (7)(E)@dol.gov or to OFCCP, Hawaii Area Office, 300 Ala Moana Blvd, P.O. Box 50149, Honolulu, Hawaii, 96850. QHS and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports QHS provides in accordance with this agreement are customarily kept private or closely-held, and the QHS believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, QHS will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- 3. **Close of Monitoring Period and Termination of Agreement.** This Agreement will remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts QHS's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify QHS in writing within sixty (60) days of the date of the final progress report that QHS has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies QHS within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines QHS has met all of its obligations under the Agreement.

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**IV. SIGNATURES**

The person signing this Agreement on behalf of QHS personally warrants that he or she is fully authorized to do so, that QHS has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on QHS.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Queen's Health Systems, 1301 Punchbowl Street, Honolulu, HI 96813.

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

Dr. Jill Hoggard Green  
President & CEO  
Queen's Health Systems  
Honolulu, HI 96813

DATE: 3/4/2020

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

Lynda Sakseangvirat  
San Jose District, Hawaii Area, Guam Field Office  
Pacific Region

DATE: 03/05/2020

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

**(b) (7)(C), (b) (7)(E)**

Compliance Officer  
Pacific Region

DATE: 03/05/2020