

CONCILIATION AGREEMENT

Between

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

and

PACIFIC MEDICAL CENTERS
1200 12th Avenue South
Seattle, WA 98144

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Pacific Medical Centers' (hereafter Pac Med) facility located at 1200 12th Avenue South, Seattle, WA 98374 and found that Pac Med was not in compliance with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 793 ("Section 503") and its implementing regulations at 41 C.F.R. Section 60-741. OFCCP notified Pac Med of the specific violations alleged and the corrective actions sought in a Notice of Violation issued on November 7, 2019. In the interest of resolving the violation without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Pac Med enter this contract ("Agreement") and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for Pac Med's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Section 503 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 Pac Med violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Pac Med 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. Pac Med will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Pac Med understands that nothing in this Agreement relieves Pac Med of its obligation to fully comply with the requirements of Executive Order 11246, as amended ("E.O. 11246"), VEVRAA, Section 503, their implementing regulations, and other applicable equal employment laws.

4. Pac Med 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 of the Seattle District Office (the "Effective Date").
9. This Agreement will expire sixty (60) days after Pac Med submits the final progress report required in Part IV, below, unless OFCCP notifies Pac Med in writing prior to the expiration date that Pac Med has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Pac Med has met all of its obligations under the Agreement.
10. If Pac Med violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. 60-1.34 will govern:
 - 1) If OFCCP believes that Pac Med violated any term of the Agreement while it was in effect, OFCCP will send Pac Med a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Pac Med will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Pac Med 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. Pac Med may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-741.66, 41 C.F.R. 60-300.66 and/or other appropriate relief for violation of this Agreement.

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

PART III: SPECIFIC VIOLATION AND REMEDY

1. ALLEGED VIOLATION:

STATEMENT OF VIOLATION: During the period January 1, 2017 to December 31, 2017, Pac Med failed to review its outreach and recruitment activities for qualified individuals with disabilities, assess their effectiveness, and document its review, in violation of 41 C.F.R. 60-741.44(f)(3).

REMEDY: During the review period January 1, 2018 to December 31, 2018, Pac Med undertook appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities.

(a) OFCCP will provide technical assistance to Pac Med upon request, during its Progress Reporting period.

(b) Pac Med will provide documentation of its review of its outreach and recruitment efforts for qualified individuals with disabilities for plan year 2020. Pac Med will document each activity, assess their effectiveness, and document its review, in accordance with 41 C.F.R. 60-741.44(f). Pac Med will, on an annual basis, review the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities. Pac Med shall document each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and the contractor's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to paragraph (k) under 41 C.F.R. 60-741.44 for the current year and the two most recent previous years. Pac Med's conclusion as to the effectiveness of its outreach efforts must be reasonable as determined by OFCCP in light of these regulations. If Pac Med concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in paragraphs (f)(1) or (f)(2) under 41 C.F.R. 60-741.44 in order to fulfill its obligations.

Pac Med agrees this violation will not be repeated.

PART IV: REPORTING

1. Reporting Dates — Pac Med will submit one (1) report covering the period of the signing of this Agreement through December 31, 2020 and is due by February 15, 2021.

2. Reporting Address — Pac Med will mail the report to:

U. S. Department of Labor
Office of Federal Contract Compliance Programs (OFCCP)
Ms. Leigh D. Jones
District Director
Seattle District Office
300 Fifth Avenue, Suite 1100
Seattle, WA 98104

3. Report Contents — For the Progress Report, please provide the following items:

Pursuant to Remedy:

Pac Med will provide documentation of its review of its outreach and recruitment efforts for qualified individuals with disabilities for plan year 2020. Pac Med will document its evaluation of each outreach activity, including at a minimum the criteria it used to evaluate the effectiveness of each effort and its conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to paragraph (k) under 41 C.F.R. 60-741.44 for plan year 2020. Pac Med's conclusion as to the effectiveness of its outreach efforts must be reasonable as determined by OFCCP in light of the compliance assistance and the regulations. If Pac Med concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in paragraphs (f)(1) or (f)(2) under 41 C.F.R. 60-741.44 in order to fulfill its obligations.

4. Recordkeeping — Pac Med will retain all records and data pertinent to the violation 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.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Pacific Medical Centers.

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

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

~~Ms. Linda Marzano~~ *Dr. Wm. Richard Ludwig*
CEO
Pacific Medical Centers
1200 12th Avenue South
Seattle, WA 98144

(b) (7)(C), (b) (7)(E)
Compliance Officer
Office of Federal Contract Compliance
Programs
Seattle District Office

Date: 3/10/20

Date: 3/18/2020

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

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

Ms. Quanda Evans
Assistant District Director
Office of Federal Contract Compliance
Programs
Seattle District Office

Ms. Leigh D. Jones
District Director
Office of Federal Contract Compliance
Programs
Seattle District Office

Date: 3/19/2020

Date: 3-19-20