

CONCILIATION AGREEMENT

Between

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

THE NEBRASKA MEDICAL CENTER
4350 DEWEY AVENUE
OMAHA, NEBRASKA 68198

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated The Nebraska Medical Center (hereinafter referred to as "TNMC") facility located at 4350 Dewey Ave., Omaha, Nebraska and found that TNMC was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified TNMC of the specific violations found and the corrective actions required in a Notice of Violations issued on April 14, 2014 and an amended Show Cause Notice issued on June 9, 2016. 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 TNMC enter into this Agreement ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for TNMC's fulfillment of all obligations in Parts III and IV of the 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 TNMC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. TNMC 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. TNMC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. TNMC understands that nothing in this Agreement relieves TNMC of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.

4. TNMC 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. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified herein.
10. This Agreement will expire sixty (60) days after TNMC submits the final progress report required in Part IV (D), below, unless OFCCP notifies TNMC in writing prior to the expiration date that TNMC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines TNMC has met all of its obligations under the Agreement.
11. If TNMC violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that TNMC violated any term of the Agreement while it was in effect, OFCCP will send TNMC a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) TNMC 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 TNMC 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. TNMC may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation(s) of this Agreement.
12. This Agreement does not constitute an admission by TNMC of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that TNMC violated any of the aforementioned laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION

- A. STATEMENT OF VIOLATION. OFCCP finds that TNMC discriminated against 137 qualified Black applicants (Class Members) based on race in entry-level Psych/Clerk Patient Care Tech and Clerk/Patient Care Technicians (“hereinafter CNA or equivalent”) positions, at the Omaha, Nebraska establishment.¹ These actions occurred during the period of July 1, 2007 through June 30, 2008 (“review period”). OFCCP contends that TNMC’s failure to afford Black applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1). OFCCP found that there was a statistically significant disparity in the hiring of CNA positions based on race.

Specifically, personnel activity data provided by TNMC for the period July 1, 2007 through June 30, 2008, revealed that from a qualified pool of (b) (7)(E) Black applicants, TNMC hired (b) (7)(E) Blacks (b) (7)(E) for CNA positions. During the same period, from a qualified pool of (b) (7)(E) White applicants, TNMC hired (b) (7)(E) into CNA positions. This disproportionate hiring pattern is statistically significant at the level of (b) (7)(E) standard deviations, with a shortfall of 23 Black hires.

- B. OFCCP’S SPECIFIC FINDINGS. To further investigate the issue, OFCCP requested data from TNMC for each step in the selection process, to include copies of all documents (applications, interview notes, telephone reference check sheets, documentation for disposition codes), used in the selection process.

¹ Due to the evolution of the CNA position into a heavier focus on patient care duties, it is understood that CNA as referenced in this Agreement applies to the new duties of this, or equivalent, positions at TNMC.

Although required by 41 CFR § 60-1.12(a), TNMC failed to adequately maintain complete documentation or information on applicants at each step in the employment process.

C. REMEDY FOR AFFECTED CLASS

- 1) TNMC agrees to review its selection procedures and to provide training to all personnel involved in the CNA or equivalent selection decisions to ensure that non-discriminatory policies are carried out as required by 41 C.F.R. Part 60-2.17(d). Such review and training shall be completed within 60 days after the Effective Date of this Agreement.
- 2) For purposes of this Agreement, the affected class members are Black applicants who applied for open CNA positions from July 1, 2007 through June 30, 2008 and were not hired. In addition to the statistical analysis, OFCCP found inconsistencies in the selection process that support OFCCP's statistical finding. The 137 affected class members are identified on Attachment A, appended hereto.
- 3) TNMC shall notify the class members listed on Attachment A of the terms of this Agreement within 30 days of the Effective Date of this Agreement. TNMC shall mail the Notice to Class Member (Attachment B, hereinafter "Notice") to inform the class members of the settlement, and shall include the Claim Form (Attachment C, hereinafter "Claim Form") and a Release of Claims (Attachment D, hereinafter "Release"). TNMC shall mail attachments B, C, and D to each Class Member, as provided by OFCCP to TNMC.
- 4) Each class member listed on Attachment A (or their legal representative in the event the person is deceased) shall be given 150 days after the Effective Date of the Agreement to respond. Those individuals who do not respond (including unclaimed mail, undeliverable mail and incorrect addresses) within 30 days after the date TNMC mails the Notice to Class Members shall be listed by name, address and Social Security number of record. This list shall be sent to OFCCP, St. Louis Area Office within 75 days after the Effective Date of the Agreement in Microsoft Excel format. OFCCP shall have 30 days from receipt of the list to provide TNMC an updated list of addresses. Within 15 days of receiving the new addresses, TNMC shall re-mail the Attachments to the identified individuals. The individuals who received the second mailing shall be given 150 days after the Effective Date of the Agreement to respond. The total number of Black Class Members to receive payment and/or future employment consideration shall consist of those individuals from Attachment A who returned signed copies of the applicable attachments, including Release, within 150 days (postmarked by the 150th day) from the Effective Date of the Agreement. These individuals shall be considered "Eligible

Recipients” and share equally in the Settlement Fund. TNMC shall complete its determination of Eligible Recipients, as defined above, 175 days from the Effective Date of the Agreement. Any individuals listed on Attachment A who have not responded within 150 days from the Effective Date of the Agreement shall be ineligible to receive a portion of the Settlement Fund or employment consideration under this Agreement.

- 5) Monetary Settlement. In settlement of all claims for back pay, interest and other monetary relief to the affected class, TNMC agrees to pay the amount of \$275,000.00. This amount shall be referred to hereafter as the “Settlement Fund.” The monetary settlement is a negotiated amount that represents approximate back pay and interest less interim earnings, and takes into account the tenure of those persons hired into CNA positions during the review period.
- 6) TNMC shall establish a federally-insured interest bearing account at the prevailing interest rate within 25 days of the Effective Date of this Agreement for purposes of complying with this Agreement. TNMC shall notify OFCCP within 15 days of the inception of the account that this action is complete. TNMC shall identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and interest. OFCCP shall be entitled to designate an individual who shall have the authority to make inquiries and obtain account information directly from the financial institution at which the Settlement Fund is located.
- 7) In accordance with this Agreement, TNMC shall deposit the sum of \$275,000.00 into the account described above within 25 days of the Effective Date of this Agreement.
- 8) The interest that accrues on the total Settlement Fund, from the Effective Date of the Agreement to the date on which the funds are withdrawn to make payments to the Eligible Recipients, will inure to the benefit of the Eligible Recipients. The interest earned on the Settlement Fund following the Effective Date of this Agreement shall be distributed to those Eligible Recipients.
- 9) TNMC shall distribute the Settlement Fund plus interest that accrues on the interest bearing account, equally among the Eligible Recipients. This monetary relief is not contingent upon accepting any job offer. Within 210 days from the Effective Date of the Agreement, TNMC shall mail a check to each Eligible Recipient, representing each person’s pro rata share of the total amount in the Settlement Fund, as defined in Paragraph 5 of Part III.1.C.4 of this Agreement.

- 10) TNMC shall make all legal deductions required by law (i.e., normal federal, state, and or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of social security withholding attributable to the back pay portion of the Settlement Fund.
- 11) Within 7 days of TNMC's receipt of a check to an Eligible Recipient returned as undeliverable, TNMC shall notify OFCCP of this fact either via email or facsimile. OFCCP shall attempt to locate the Eligible Recipient and if OFCCP obtains an alternate address, TNMC shall re-mail the check. Any check that remains uncashed 60 days after the initial date the check was mailed to the Eligible Recipient shall be void. With respect to the uncashed funds, TNMC shall make a second distribution to all Eligible Recipients who cashed their first check if the amount of the uncashed funds would result in a payment of \$20 or more to each of the located Eligible Recipients. If the total amount of the uncashed funds would result in a payment of less than \$20 to each Eligible Recipient, TNMC shall use those uncashed fund to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under the Executive Order, Section 503 and VEVRAA.
- 12) Seventy-five (75) days following the 60-day period allowed for class members to cash checks, the Settlement Fund shall be closed. Any balance remaining in the fund shall revert to TNMC to be used in accordance with Paragraph 11, above.
- 13) The parties may modify any time frame set forth in this Agreement by mutual agreement.
- 14) Employment. TNMC agrees to hire 23 Eligible Recipients into available full-time, part-time and/or casual CNA positions, or an equivalent or more skilled position, at the current hourly rate of pay from those Eligible Recipients who timely and positively respond to the Claim Form and Release.
 - a. TNMC shall establish a priority employment list for these Eligible Recipients, ranking individuals based upon the date of receipt of the applicable attachments by TNMC. If more than one set of attachments are received on the same day, the attachments for that day shall also be ranked by date of the first original application with TNMC. The priority listing shall be completed within 10 calendar days after receipt of the last timely Claim Form and Release by TNMC.
- 15) TNMC shall extend job offers until 23 Eligible Recipients from the list have been hired or until the list is exhausted, whichever occurs first. TNMC shall submit to OFCCP the reasons for rejection of any Eligible Recipients from the class list. TNMC may reject an Eligible Recipient only if the Eligible

Recipient fails to meet the minimum job-related qualifications, fails to satisfactorily complete an interview, or fails to meet the post-offer qualifications that TNMC requires for the position, including only a background check, drug substance screen, and eligibility to be employed in the United States. The minimum job-related qualifications include only the following: minimum of 18 years old; high school diploma or equivalent; and completion of CNA program or currently enrolled as a student pursuing a nursing degree or experience in direct patient care. TNMC will develop standard interview questions that are job related and consistent with business necessity and will ask the same questions to all Eligible Recipients. The interview questions will be submitted to OFCCP within 60 days of the Effective Date of this Agreement. Documentation of pass/fail for each Eligible Recipient interviewed will be submitted to OFCCP as required in Part IV of this Agreement.

Any Class Member from the class list who was hired at TNMC's Omaha, Nebraska facility during the period of June 30, 2008 through the Effective Date of this Agreement shall not be offered a job pursuant to this Conciliation Agreement. TNMC shall submit to OFCCP documentation of each such Class Member's hire date, start date, and job title at the Omaha, Nebraska facility, as well as termination date, if applicable.

TNMC shall send the letter containing the written job offer by certified mail and also send a copy via regular first-class mail. The letter containing the job offer shall instruct the Eligible Recipient to respond, verbally or in writing, to the offer within ten (10) days after the receipt of the offer, or within fifteen (15) days after the mailing if the certified letter is returned unclaimed, or the offer will be withdrawn by TNMC. TNMC shall simultaneously mail to OFCCP a copy of the job offers made in accordance with this Agreement. All hires shall be completed within 12 months of the Effective Date of this Agreement.

TNMC will deem the service date of each Eligible Recipient hired under this Agreement as July 1, 2014. This service date is used for the Eligible Recipient's hire date for job retention and job bidding. For purposes of job bidding and promotion opportunities, Eligible Recipients must have the requisite training to meet eligibility requirements and will not be considered for positions based solely on seniority date. Eligible Recipients will have the same opportunity for training as current CNA or equivalent employees who have the same duration of time actually in the position. For benefits, Nebraska Medicine TNMC shall make prospective contributions based upon the retroactive seniority hire date of an Eligible Recipient.

D. NON-MONETARY REMEDIES. TNMC will ensure that all applicants are afforded equal employment opportunities. TNMC agrees that it will not use any of the selection procedures, practices, and/or policies which created the hiring disparity among the class during the review period. TNMC agrees to implement the corrective actions detailed below.

1) Hiring Process

(a) Eliminate Discriminatory Selection Procedures: TNMC agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R Part 60-3. TNMC will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on Black applicants unless it complies with these regulations which are referenced above.

(b) Review and Revisions Required: TNMC will review the practices, policies and procedures it uses to select applicants for CNA or equivalent positions. Specifically, with regard to its CNA applicants, TNMC agrees to:

i. Provide training to all personnel involved in CNA selection decisions to ensure that non-discriminatory policies are carried out as required by 41 C.F.R. Part 60-2.17(d). Such review and training shall be implemented within 90 days after the Effective Date of this Agreement. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified basic and preferred qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R § 60-1.12(a) and Part 60-3. TNMC will meet with management and all individuals responsible for the CNA selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that there is no retaliation against any beneficiaries of this Agreement.

ii. Implement a selection process for CNA or equivalent positions which describes the essential functions; the minimum qualifications including required skills; and the criteria used in each step of the hiring process, including any application screens, interviews, reference checks, or other selection procedures;

- iii. Develop specific, job-related non-discriminatory qualification standards for the CNA or equivalent position that reflect the duties, functions, and competencies of the position. Such job-related qualification standards shall not be used to disqualify a current employee from his or her job as of the date of this agreement;
 - iv. Ensure policies and qualification standards that are uniformly applied to all applicants; and
 - v. List clearly on its recruiting materials and job postings the minimum qualifications or essential job duties, including required skills and certifications for each position.
- (c) Recordkeeping and Retention: TNMC will ensure that CNA applicants are tracked and decisions are documented at each step in the hiring process. TNMC will also ensure that records are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- (d) Training: Within sixty (60) calendar days of the Effective Date of this Agreement, TNMC must implement training for all individuals involved in recruiting, selecting, or tracking of applicants for CNA positions in its Hiring Process.
- (e) Monitoring: TNMC agrees to monitor selection rates at each step of its selection process for the CNA positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. §60-3.4D, on the hiring of applicants of a particular race or gender, TNMC will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures (UGESP) codified at 41 C.F.R. Part 60-3. TNMC agrees to maintain records concerning the impact of the selection process for the CNA position at the Omaha, Nebraska facility and to submit such records to OFCCP as requested in Part IV of this Agreement. This includes the number of persons hired by race, the number of applicants who applied by race, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. RECORDKEEPING VIOLATION

A. STATEMENT OF VIOLATION: TNMC failed to preserve personnel and employment records for a period of not less than two years from the date of a) making the

record or b) the personnel action involved, whichever occurred later in violation of 41 C.F.R. § 60-1.12(a).

B. OFCCP'S SPECIFIC FINDINGS. Specifically, during the review period, TNMC failed to maintain the applications and interview notes for all applicants that were considered for vacancies in the CNA position.

C. REMEDY. TNMC will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a).

3. EMPLOYMENT PROCESSES/ ACTION-ORIENTED PROGRAMS/AUDIT AND REPORTING SYSTEM

A. STATEMENT OF VIOLATION: TNMC failed to (a) perform an in- depth analysis of its total employment process for the CNA position to determine whether and where impediments to equal employment opportunity exist for the CNA position as required by 41 CFR § 60- 2.17(b); (b) develop and execute action-oriented programs designed to correct any problem areas identified in the CNA position pursuant to Sec. 60-2.17(b); and (c) implement an internal audit and reporting system that accurately monitors all personnel activity, including placements in the CNA position, as required by 41 CFR § 60- 2.17(d).

B. OFCCP'S SPECIFIC FINDINGS. Specifically, TMMC did not analyze its entire CNA selection process to determine which step in the selection process the alleged impediment to equal employment opportunity existed, and demonstrate good faith efforts to remove the identified barriers. In addition, TNMC did not record on the applicant log all applicants that were considered for vacancies in the CNA position, and ensure that the applicant logs contained accurate disposition codes.

C. REMEDY. TNMC must perform an in-depth analysis of its total employment process for the CNA position; develop and execute action-oriented programs designed to correct any problem areas identified; and implement an internal audit and reporting system that will adequately reflect that the hospital monitors all personnel activity, including referrals, placements, transfers, promotions, terminations and compensation to ensure the nondiscriminatory policy is carried out. This will be done for each job or job group where TNMC has identified adverse impact in its total selection process in accordance with the requirements of 41 CFR § 60-2.17(b)(d).

PART IV: REPORTING REQUIRED

1. TNMC must submit the documents and reports described below to: Karen Robinson, Assistant District Director of OFCCP, 1222 Spruce Street, Room 10.207, St. Louis, Missouri, 63103.

- A. No later than 60 days after the Effective date of this Agreement, TNMC must submit a copy of the standard interview questions developed for the CNA position that are job related and consistent with business necessity as described in Part III.1.C.15 of this Agreement.
- B. No later than 60 days after the Effective date of this Agreement, TNMC must submit a copy of the written Revised Hiring Process as described in Part III.1.D.1.
- C. No later than 60 days after the Effective Date of this Agreement, TNMC must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for CNA positions at the Omaha, Nebraska establishment have been trained on the Revised Hiring Process as described in Part III.1.D.1. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
- D. Within the prescribed timeframes, TNMC must submit all documents and information referenced in Part III.1.C.
- E. For a period of 360 days after the Effective Date of this Agreement, unless extended per Part III.1.C.13., TNMC must submit a progress report covering each 180 day period this Agreement is in effect. The first progress report will be due 210 days after the Effective date of this Agreement and must cover the first 180 day period beginning with the Effective Date. The second report must cover the successive 180 day period, and must be submitted within 30 calendar days after the close of that 180 day period. TNMC will submit the following in each progress report:
 - a. Documentation of attempts to contact all Class Members in Attachment A and the current disposition of each applicant contacted, including copies of the notification letters sent; and
 - 1) Copies of all letters, including Attachment C and Attachment D, returned by Class Members, as well as those returned as undeliverable. Copies of envelopes marked as undeliverable and/or with a forwarding address shall also be provided;
 - 2) Documentation of monetary payments to all Eligible Recipients as specified in Part III sections 1 C. The documentation must include the names of Eligible Recipients who were paid, and, for each Eligible Recipient, the number and the amount of the check and the date the check cleared the bank. TNMC must provide OFCCP with copies of all canceled checks upon request;

- 3) Documentation of specific hiring activity for Eligible Recipients who were hired in CNA or equivalent positions at the Omaha, Nebraska establishment in accordance with this Agreement, including name, date of hire, job title hired into, recorded interview notes using the standard interview form referenced in Part III.1.C.15 of this Agreement, rate of pay and proof of retroactive seniority and applicable benefits;
- 4) For all Eligible Recipients who were considered for employment in CNA or equivalent positions at the Omaha, Nebraska establishment but were not hired, TNMC will provide the race, the reason for non-placement along with all relevant documentation which shall include at a minimum, documentation that the Eligible Recipient declined a job offer, recorded interview notes using the standard interview form referenced in Part III.1.C.15 of this Agreement and any other information used as the reason for non-placement;
- 5) A list of Eligible Recipients terminated during the life of this Agreement and the reasons for the termination;
- 6) The total number of applicants and hires and the breakdown by gender, race and national origin of applicants and hires for CNA or equivalent positions at the Omaha, Nebraska establishment during the reporting period, including all temporary, and part time workers who were referred to and/or assigned to work at TNMC by a medical staffing agency;
- 7) For CNA or equivalent positions at the Omaha, Nebraska establishment, the results of TNMC's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D. For purposes of the adverse impact analysis, TNMC must not include hires made of Eligible Recipients pursuant to this Agreement in that analysis. TNMC must combine the data for the second report with the data from the first report to analyze a 12-month period;
- 8) For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of TNMC's evaluation of the individual components of the selection process for adverse impact;
- 9) The actions taken by TNMC upon determining that any component of the selection process for CNA positions at the Omaha, Nebraska establishment has an adverse impact as set forth in Part III.3 of this Agreement;

- 10) Copies of in-depth analysis of TNMC's total employment process for the CNA position. This documentation must include the analysis at any areas that TNMC identifies as an impediment to equal employment opportunity;
 - 11) Documentation of the actions TNMC has taken to eliminate impediments to equal employment opportunity in the CNA position, expand employment opportunities, and produce measureable results; and
 - 12) Copies of reports and minutes of meetings generated as part of TNMC's internal audit and reporting system regarding any issues identified for the CNA position.
2. TNMC will retain all records and data pertinent to the violations 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 (or "whichever time period is longer").

PART V: SIGNATURES

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

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

DR. DANIEL DeBEHNKE, M.D.
Chief Executive Officer
The Nebraska Medical Center
Omaha, Nebraska

DATE: 04/28/2017

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

BRADLEY A. ANDERSON
Regional Director
Midwest Region, OFCCP

DATE: 05/09/17

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

KAREN JOHNSON-ROBINSON
Assistant District Director
St. Louis Area Office
Omaha, Nebraska

DATE: 05/09/2017

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

MAXINE L. MANUS
District Director
Kansas City District Office
Midwest Region, OFCCP

DATE: 5/9/17

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
St. Louis Area Office
Midwest Region, OFCCP

DATE: 5/9/2017

Attachment A

No.	Last Name	First Name
1	(b) 6, (b) (7)(C)	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		

No.	Last Name	First Name
34	(b) 6, (b) (7)(C)	
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		

Attachment A

No.	Last Name	First Name
67	(b) 6, (b) (7)(C)	
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		
101		

No.	Last Name	First Name
102	(b) 6, (b) (7)(C)	
103		
104		
105		
106		
107		
108		
109		
110		
111		
112		
113		
114		
115		
116		
117		
118		
119		
120		
121		
122		
123		
124		
125		
126		
127		
128		
129		
130		
131		
132		
133		
134		
135		
136		
137		

Attachment B Notice to Class Member

You may be eligible to get money and a job because of a legal settlement between The Nebraska Medical Center and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and The Nebraska Medical Center that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with The Nebraska Medical Center.

ARE YOU AFFECTED?

Black applicants who applied and were not hired for the Patient Care Technicians (“hereinafter CNA”) positions at The Nebraska Medical Center location between July 1, 2007 and June 30, 2008 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of The Nebraska Medical Center’s hiring practices during July 1, 2007 and June 30, 2008. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that The Nebraska Medical Center discriminated against Blacks in hiring for CNA positions during July 1, 2007 and June 30, 2008. The Nebraska Medical Center denies those claims. Ultimately, although The Nebraska Medical Center disagreed with OFCCP’s findings, The Nebraska Medical Center has agreed to resolve the claims through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a CNA position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$2,007.00 (before taxes).** This payment represents your share of back wages and other payments The Nebraska Medical Center is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

Attachment B Notice to Class Member

- (2) The Nebraska Medical Center will be making job offers for the CNA positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with The Nebraska Medical Center, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release (give up) certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator, XXX.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and job with The Nebraska Medical Center.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed documents, (1) Claim Form and (2) Release of Claims Form by [X date] to: _____

*Settlement Administrator
OFCCP – The Nebraska Medical Center
XXX
Address
Address*

The documents must be received by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E) or via e-mail at (b) (7)(C), (b) (7)(E). You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

Attachment C
Claim Form – Class Members

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT**

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award such as money or a job offer, you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [*Deadline above*], to

Settlement Administrator
OFCCP – The Nebraska Medical Center

XXX

Address

Address

If you do not submit a properly completed Claim Form and Release Form on or before [***Deadline above***], then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

Attachment C
Claim Form – Class Members

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and**
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.**

Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your social security number _____

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

Settlement Administrator
OFCCP – The Nebraska Medical Center

XXX

Address

Address

1-XXX-XXX-XXXX

Attachment C
Claim Form – Class Members

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in the CNA position with The Nebraska Medical Center at Omaha, Nebraska.

- No, I am not currently interested in the CNA position with The Nebraska Medical Center at Omaha, Nebraska.

- I am currently employed by The Nebraska Medical Center.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for The Nebraska Medical Center providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against The Nebraska Medical Center for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Patient Care Technicians ("hereinafter CNA") positions. It also says that The Nebraska Medical Center does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$2,007.00 (less deductions required by law) and/or a potential job offer for a CNA position by The Nebraska Medical Center to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge The Nebraska Medical Center, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to its selection procedures for applicants for CNA positions during the period of July 1, 2007 through June 30, 2008.

II.

I understand that The Nebraska Medical Center denies that it treated me unlawfully or unfairly in any way and that The Nebraska Medical Center entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of The Nebraska Medical Center initiated on November 16, 2009. I further agree that the payment of the aforesaid sum and/or a potential job offer by The Nebraska Medical Center to me is not to be construed as an admission of any liability by The Nebraska Medical Center.

Attachment D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to Settlement Administrator, OFCCP – The Nebraska Medical Center, XXX Settlement Administrator XXX such that it is received by [DATE], I will not be entitled to receive any *payment (less deductions required by law) and/or a potential job offer for a CNA position.*

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____