

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between the undersigned entity listed in attached Appendix A (individually referred to as “Respondent” and collectively as “Respondents”) and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices (“Office of Special Counsel”).

WHEREAS, the Office of Special Counsel opened independent investigations that included each of the Respondents, identified as DJ# 197-35-437, 197-12C-1523, 197-82-120, 197-86-28, and 197-78-63, to investigate whether the Respondents’ hiring practices for podiatry residents violate the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (the “Act”).

WHEREAS, the Office of Special Counsel determined that there is reasonable cause to believe that Respondents committed citizenship status discrimination against non-U.S. citizens during the 2016 hiring cycle for podiatry residents through their use of the Association of American Colleges of Podiatric Medicine’s (AACPM) Central Application Service for Podiatric Residencies (“CASPR”). Specifically, the Office of Special Counsel’s investigation found that Respondents violated the Act by advertising through CASPR that their podiatric medical residency positions required United States citizenship stating, “Citizenship required/Does not accept Green Cards,” even though no law authorized such citizenship restriction. The Respondents’ advertised restrictions thus necessarily excluded those lawful permanent residents, refugees, and asylees who are work authorized and protected against citizenship status discrimination under § 1324b, deterring applications from otherwise qualified individuals.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the Office of Special Counsel’s investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

WHEREAS, this Agreement is intended to facilitate the resolution of the Office of Special Counsel’s investigation, and does not constitute an admission by Respondent of any liability or act in violation of 8 U.S.C. § 1324b.

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve this investigation of the Respondent as of the Effective Date of this Agreement, it is agreed as follows:

1. This Agreement shall become effective as to each Respondent as of the date it is signed by that Respondent and the Office of Special Counsel, which date is referenced herein as the “Effective Date.”
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$2,000.00.
3. Respondent shall pay the monies referenced in paragraph two via the FedWire electronic fund transfer system within ten (10) business days from the date the Office of Special Counsel provides Respondent with fund transfer instructions. On the day of payment,

Respondent shall confirm via email to Kayla Gassmann at Kayla.Gassmann@usdoj.gov and Gloria Yi at Gloria.Yi@usdoj.gov that payment was made.

4. Respondent shall not discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b in hiring, firing, or recruitment or referral for a fee.
5. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Except as set forth in 8 U.S.C. § 1324b(a)(2)(C), Respondent shall treat all individuals equally, without regard to citizenship, immigration status, or national origin, in the application and selection process for podiatric clerkships and residencies.
7. Respondent shall not advertise a U.S. citizenship restriction for a podiatric clerkship or residency on CASPR or through any other medium unless such restriction is permitted by law, regulation, executive order or government contract.
8. Nothing in this Agreement affects Respondent's otherwise existing right to decline to sponsor non-citizens for visas necessary to acquire or maintain work authorization for the duration of a podiatric residency, or to advertise Respondent's inability or unwillingness to provide such sponsorship.
9. Within fifteen (15) days from the Effective Date, Respondent shall review and correct its CASPR posting, if not already done, to properly indicate that U.S. citizenship is not required.
10. Within ninety (90) days of the Effective Date, Respondent shall train all personnel who establish its podiatric clerkship or residency requirements for the CASPR directory page, input its data into the CASPR system for the directory page, or select applicants for interviews or matching on behalf of the Respondent, on its obligation to comply with 8 U.S.C. § 1324b. Such training shall be provided by the Office of Special Counsel by webinar. The Office of Special Counsel shall give Respondent information about how to register for the webinar training within fourteen (14) days of the Effective Date, and shall make webinar training sessions available at multiple dates and times. Within ten (10) days of completing the training, Respondent shall certify to the Office of Special Counsel via email to podiatry@usdoj.gov that it has completed the training by providing the name and title of each person attending the training, and the date such training occurred. Respondent will also ensure that future personnel who will be responsible for using CASPR, reviewing applications, and/or selecting applicants for interviews, will complete an Office of Special Counsel webinar or other Office of Special Counsel approved training provided through the Association of American Colleges of Podiatric Medicine prior to allowing those personnel to use CASPR on behalf of the Respondent.
11. For three years from the Effective Date of this Agreement (the "Reporting Period"), Respondent shall maintain training records relating to paragraph 10 that indicate the name and title of each person attending the training, and the date such training occurred.

12. Respondent shall ensure that all postings or advertisements for a podiatric clerkship or residency position, including its CASPR directory page, have been reviewed by an employee who has been trained in equal employment opportunity laws, including § 1324b's prohibition on citizenship status and national origin discrimination, or by legal counsel before making such pages, postings or advertisements available to potential applicants.
13. For the duration of the Reporting Period, the Office of Special Counsel shall have the right to make reasonable inquiries or document requests to Respondent that are necessary to monitor compliance with this Agreement. The Office of Special Counsel may require written reports concerning compliance, inspect the Respondent's premises, interview witnesses, and examine and copy any of the Respondent's documents at the expense of the Office of Special Counsel.
14. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify the Respondent of the purported violation. The Respondent will then be given thirty (30) days from the date it is notified by the Office of Special Counsel in which to cure the violation to the Office of Special Counsel's satisfaction before that Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
15. This Agreement does not affect (i) the right of any individual to file a charge alleging an unfair immigration related employment practice against Respondent with the Office of Special Counsel, (ii) the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or (iii) the authority of the Office of Special Counsel to conduct an independent investigation of the Respondent's employment practices occurring after the Effective Date or outside the scope of this investigation.
16. This Agreement resolves any and all differences between the parties relating to the Office of Special Counsel's independent investigation described herein, through the Effective Date of this Agreement.
17. The Office of Special Counsel agrees to close its investigation regarding the Respondent within fifteen (15) business days after the Respondent's satisfaction of paragraphs 2-3 of this Agreement.
18. The provisions of paragraph 2 notwithstanding, the Office of Special Counsel shall not seek from Respondent any additional civil penalty for the citizenship status discrimination in violation of 8 U.S.C. § 1324b that is the subject of this investigation and occurred prior to the Effective Date.
19. This Agreement may be enforced in the United States District Court for the District of Columbia or any other court of competent jurisdiction.
20. The Office of Special Counsel and Respondent agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel has reasonable cause to believe that Respondent committed, is not reasonably foreseeable. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this

matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any party of any other obligations imposed by this Agreement.

21. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent and the Office of Special Counsel agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
22. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
23. This Agreement sets forth the entire agreement between Respondent and the Office of Special Counsel and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
24. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

Hospital Name: _____

By:

Signature: _____ Dated: _____

Printed Name: _____

Title: _____

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:

Dated: _____

Alberto Ruisanchez
Deputy Special Counsel

Jodi Danis
Special Litigation Counsel

Kayla Gassmann
Gloria Yi
Trial Attorneys

Janet Stump

Equal Opportunity Specialist

APPENDIX A

Alliance Community Hospital
Aventura Hospital and Medical Center
Barry University School of Podiatric
Medicine (a/k/a Mercy Hospital/BUSPM
(Miami))
Bethesda Hospital East
Bethesda North Hospital
Carilion Roanoke Memorial Hospital
Catholic Health/Sisters of Charity
Chino Valley Medical Center
Christus Saint Patrick Hospital
Doctors Hospital of West Covina
East Jefferson General Hospital
Englewood Hospital and Medical Center
Fountain Valley Regional Hospital and
Medical Center
Franciscan Health System – St. Francis
Hospital
Geisinger Community Medical Center
Gundersen Lutheran Health System
HealthAlliance Hospital
Highlands/Presbyterian St. Luke's
Howard University Hospital
Hunt Memorial Hospital District (Hunt
Regional Medical Center)
Inspira Medical Center Vineland
Jamaica Hospital Medical Center
Jewish Hospital & St. Mary's Healthcare, Inc.
d/b/a Jewish Hospital
Jewish Hospital – Mercy Health f/k/a Jewish
Hospital of Cincinnati
John Peter Smith Hospital Tarrant County
Hospital District d/b/a JPS Health
Network
Katherine Shaw Bethea Hospital
Kennedy University Hospital
Kingwood Medical Center
Lakewood Regional Medical Center
Larkin Community Hospital
Loretto Hospital
McLaren Oakland Hospital
Memorial Hospital of Rhode Island
Mercy Hospital – MN
Mercy Hospital and Medical Center
Millcreek Community Hospital
Mount Auburn Hospital

New York Community Hospital
North Colorado Medical Center
Norwegian American Hospital
Oakwood Hospital – Wayne
Palisades Medical Center
Presence Sts. Mary & Elizabeth Medical
Center
Southwestern Vermont Medical Center
St. John Macomb – Oakland Hospital
St. John's Episcopal Hospital – South Shore
St. Joseph Medical Center – TX
St. Joseph Regional Medical Center – IN
St. Mary's Health System – IN
St. Mary's Medical Center (SF)
St. Rita's Medical Center
St. Vincent's Medical Center – FL
Summa Western Reserve Hospital
Surgical Hospital of Oklahoma/CCF
Swedish Covenant Hospital – IL
Swedish Medical Center (Swedish Health
Services)
Truman Medical Center Lakewood
UF Health Jacksonville
UHRegional Hospitals – Kent State
UnityPoint Health – Trinity Regional
Wake Forest Baptist Health
Weiss Memorial Hospital
West Houston Medical Center
Western Pennsylvania Hospital
Western Reserve Health Education -
Northside Medical Center
Wheaton Franciscan – Saint Joseph