

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between Ascension Health Alliance (“Respondent”), and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (collectively, “the parties”).

I. BACKGROUND

WHEREAS, IER notified Respondent by letter dated December 5, 2019 that it had initiated an investigation of Respondent under 8 U.S.C. § 1324b(d)(1), identified as DJ #197-37-177 (the “Investigation”), to determine whether Respondent engaged in any unfair employment practices prohibited under anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, IER concluded based upon its investigation that there is reasonable cause to believe that Respondent engaged in a pattern or practice of unnecessarily subjecting individuals who self-identified as non-U.S. citizens at the time of hire, but not similarly situated U.S. citizens, to requests for additional documentation as part of the reverification of their employment eligibility, in violation of 8 U.S.C. § 1324b(a)(6). Specifically, the investigation found that from at least January 1, 2018 to April 30, 2020, Respondent, through a customized software program utilized by its institutions and entities located in twenty states and the District of Columbia, sent e-mails unnecessarily requesting documentation to verify continued work authorization, based on immigration status, including prior immigration status. In the state of Michigan, Respondent unnecessarily requested forty-four employees, who self-identified as non-U.S. citizens when they began their jobs, to provide documentation in order to verify their continued work authorization. For some of these individuals, Respondent also required the additional and unnecessary documentation as a condition to continue working;

WHEREAS, the parties wish to resolve the Investigation without further delay or expense, and hereby acknowledge that each party is voluntarily entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained below and to fully and finally resolve the Investigation, the parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date the latest signature below, which date is referenced hereafter as the “Effective Date.” The term of the Agreement shall three years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$84,832.
3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalties described in paragraph 2 above no later than 7 calendar days from the Effective Date. Respondent

shall pay the monies discussed in paragraph 2 above via the FedWire electronic fund transfer system within 14 calendar days of the Effective Date of this Agreement or receipt of fund transfer instructions from IER, whichever is later. On the day of payment, Respondent shall confirm via email that payment was made to Pablo A. Godoy at Pablo.Godoy@usdoj.gov and Sam Shirazi at Sam.Shirazi2@usdoj.gov. The email confirming payment shall have Respondent's name and the investigation number, DJ # 197-37-177, in the subject line.

4. In accordance with 8 U.S.C. § 1324b, Respondent shall not:
 - a. discriminate on the basis of citizenship, immigration status or national origin.
 - b. discriminate in the employment eligibility verification and reverification process; Respondent shall (i) honor documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b); (ii) not request more or different documents than are required by law for employment eligibility verification; and (iii) permit all employees to present any document or combination of documents acceptable by law both at initial hire and during any lawful reverification of continued employment authorization.
 - c. 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.
5. Respondent shall not, without prior review and approval by IER, send automated e-mails to employees regarding employment eligibility reverification. In addition, Respondent shall not request or require documentation from employees who do not require reverification of continued employment authorization.
6. Respondent shall not, for purposes of employment eligibility verification, track the expiration date of any documents presented by employees during the employment eligibility verification process that do not require reverification pursuant to 8 C.F.R. 274a.2(b).
7. Respondent shall send a notification within 30 calendar days to all individuals who are responsible for formulating, providing training on, or implementing Respondent's employment eligibility verification ("EEV") policies, and employees and contractors who have any role in completing or supervising the EEV process, such as completing the Form I-9 and/or using the E-Verify program ("EEV Personnel"), informing them that during the reverification of employees' employment authorization, employees are not required to present identification documents found under List B of the Form I-9 Lists of Acceptable Documents, and that they only need to present one document from either List A or List C of the Lists of Acceptable Documents.

8. Respondent shall include language that makes clear that employees do not need to present List B identification documents in all lawful notices to employees required to provide continued proof of work authorization, and that they only need to present one document from either List A or List C of the Form I-9 Lists of Acceptable Documents.
9. Respondent shall post electronically an English and Spanish version of IER's "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 8.5" by 11", an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, in Respondent's myHR system and job applicant portal where notices to employees and job applicants are normally posted. Respondent will also provide all new employees with an electronic copy of the poster during onboarding. The IER Poster will be posted within 14 calendar days from the Effective Date and will remain electronically posted for the term of the Agreement.
10. Throughout the term of this Agreement, Respondent shall prominently post a copy of the Form I-9 Lists of Acceptable Documents ("Lists") for employees to read, and provide individual copies to new hires at the same time as Respondent asks them to complete Section 1 of the Form I-9, and shall inform them of their right to choose to present any document(s) that are on the Lists or are otherwise acceptable for purposes of employment eligibility verification. Respondent shall also inform any employees who are subject to reverification of their right to choose to present any document acceptable by law, including a List A or a List C document.
11. During the term of this Agreement, Respondent shall ensure that all EEV Personnel are provided and have available the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at <https://www.e-verify.gov/e-verify-user-manual>. Copies of these documents and future revisions of the Form I-9, Handbook, and Manual can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.
12. Within 60 calendar days of the Effective Date of this Agreement, Respondent will review any existing employment policies that relate to nondiscrimination in hiring, employment eligibility verification and reverification process, including completion of the Form I-9 and E-Verify, and shall revise, or if necessary create, such policies to ensure that they:
 - (a) prohibit discrimination on the basis of citizenship, immigration status, and national origin (1) in the hiring and firing process; (2) during the Form I-9 employment eligibility verification and reverification process; and (3) in the E-Verify process;
 - (b) include citizenship and national origin as prohibited bases of discrimination; Respondent shall include such bases in any Equal Employment Opportunity ("EEO") statements Respondent makes available to the public or employees;

- (c) refer applicants and employees who complain, formally or informally, of citizenship discrimination or unfair documentary practices in the hiring, firing, or Form I-9 employment eligibility verification and reverification process immediately to the Immigrant and Employee Rights Section by directing the affected individual to the IER Poster and IER's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with IER; and
- (d) prohibit any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.

Respondent shall submit such policies to IER for review and approval within 65 calendar days of the Effective Date, and shall implement such policies within 15 calendar days of IER's approval.

13. Within 60 calendar days of the Effective Date, Respondent shall review all procedures its E-Verify designated agent uses to create E-Verify cases on Respondent's behalf, and all written documentation that its E-Verify Employer Agent disseminates to Respondent's employees regarding the E-Verify process, to ensure compliance with 8 U.S.C. § 1324b(a)(6), the provisions of this Agreement, and E-Verify rules.
14. Within 120 calendar days of the Effective Date, Respondent shall ensure that all EEV Personnel at all locations it owns or operates and any individual(s) responsible for supervising any technology vendor responsible for programming and maintenance updates to Respondent's EEV software are trained on their obligation to comply with 8 U.S.C. § 1324b.
 - (a) The training will consist of viewing a recorded webinar presentation by IER. IER will make the recorded training available to Respondent within 90 calendar days from the Effective Date, and Respondent will upload the recorded training to its My Learning platform for assignment to the individuals who are required to view the training pursuant to this Section 14.
 - (b) All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions, not including IER's webinar platform or other related expenses.
 - (c) During the term of the Agreement, all EEV Personnel and any individual(s) responsible for supervising any technology vendor responsible for programming and maintenance updates to Respondent's EEV software hired after the initial training described in paragraph 14(a) above has been conducted shall be complete the training within 60

calendar days of hire or promotion. Respondent shall submit a report as described in this paragraph to IER within 10 business days of any request for the same by IER.

- (d) Within 150 calendar days of the Effective Date, Respondent shall provide IER with a report generated through Respondent's My Learning platform, listing the name, job title, SETID and ministry name of each employee who completed the training. The report shall be sent via email to Pablo A. Godoy at Pablo.Godoy@usdoj.gov and Sam Shirazi at Sam.Shirazi2@usdoj.gov and shall include "Ascension Health Alliance" and file number "DJ # 197-33-177" in the subject line.
15. Within 90 calendar days of the Effective Date, all EEV Personnel and any individuals authorized to transmit Form I-9 information to E-Verify shall register for e-mail updates from USCIS on the following topics by visiting <https://public.govdelivery.com/accounts/USDHSCIS/subscriber/new>:
 - (a) Federal Register Announcements;
 - (b) Temporary Protected Status; and
 - (c) I-9 Central.
16. During the term of this Agreement, IER reserves the right to make such reasonable inquiries as it, in its discretion, believes necessary or appropriate to assess Respondent's compliance with this Agreement, including but not limited to requiring written reports from Respondent concerning its compliance; inspecting Respondent's premises; interviewing Respondent's employees, officials or other persons; and requesting copies of Respondent's documents.
17. Starting 60 calendar days from the Effective Date, and every four (4) months during the term of this Agreement, Respondent shall provide IER with an Excel spreadsheet containing information regarding all available Form I-9 and E-Verify fields for each of Respondent's employees working at all locations in the state of Michigan hired or reverified within the previous four (4) month period, and any other states or the District of Columbia requested by IER. Respondent shall also provide Forms I-9, including all attachments, if requested by IER.
18. Nothing in this Agreement limits IER's right to inspect Respondent's Forms I-9 within three business days pursuant to 8 C.F.R. § 274a.2(b)(2)(ii).
19. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation rather than initiate a new investigation or seek to judicially enforce the Agreement. If IER has exercised its discretion to notify Respondent of the purported violation, Respondent shall have 60 calendar days from the date it is notified by IER of the purported violation(s) to cure the violation(s) to IER's satisfaction.

20. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with IER, IER's authority to investigate Respondent or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside the scope of this investigation.
21. This Agreement resolves any and all differences between the parties relating to the IER investigation, DJ # 197-33-177, through the Effective Date of this Agreement. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that are the subject of the Investigation through the Effective Date of this Agreement.
22. This Agreement may be enforced in the United States District Court for the Eastern District of Missouri. This paragraph, or the initiation of a lawsuit to enforce the Agreement under this paragraph, including any counterclaims asserted, does not constitute and should not be construed as a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement.
23. The parties agree that, as of the Effective Date of this Agreement, litigation concerning the subject matter discussed in Section I of this Agreement is not reasonably foreseeable. To the extent that either 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 either party of any other obligations imposed by this Agreement.
24. 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 and the term or provision shall be deemed not to be a part of this Agreement. The parties 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.
25. The parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
26. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
27. 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.

Ascension Health Alliance

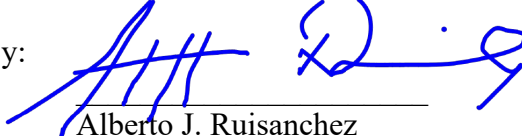
By: Marvin L. Wood, Jr.

Marvin Wood
Senior Vice President of Human Resources

Dated: August 24, 2021

Immigrant and Employee Rights Section

By:



Alberto J. Ruisanchez
Deputy Special Counsel

Dated: _____

8/25/21

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