

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 an independent investigation against each of the Respondents, identified as DJ# 197-35-437, to investigate whether the Respondents’ practices for advertising and filling podiatry residency positions 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/Accepts Green Cards” in the absence of any law that authorized the Respondents to impose a citizenship restriction. Even if “Accepts Green Cards” contradicted the citizenship requirement by reflecting Respondents’ willingness to receive applications from lawful permanent residents, lawful permanent residents may possess types of documents other than green cards that establish their work authorization, and specifying or limiting the employment eligibility documents that an employer will accept from prospective employees because of their citizenship or immigration status violates § 1324b(a)(6). Moreover, the “Citizenship required/Accepts Green Cards” statement necessarily excluded from consideration refugees and asylees who are work authorized and protected from citizenship status discrimination under § 1324b.

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 the 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 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.

3. 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.
4. 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.
5. 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.
6. Nothing in this Agreement affects Respondent's otherwise existing rights 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.
7. 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.
8. 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.
9. For three years from the Effective Date of this Agreement (the "Reporting Period"), Respondent shall maintain training records relating to paragraph 8 that indicate the name and title of each person attending the training, and the date such training occurred.
10. 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 applicants.

11. 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 Respondent's compliance with this Agreement. The Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, interview witnesses, and examine and copy any of the Respondent's documents at the expense of the Office of Special Counsel.
12. 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.
13. 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 Respondent's employment practices occurring after the Effective Date or outside the scope of this investigation.
14. 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.
15. The Office of Special Counsel agrees to close its investigation with respect to Respondent within fifteen (15) business days of the Effective Date of this Agreement for such Respondent.
16. The Office of Special Counsel shall not seek from Respondent any civil penalty for the citizenship status discrimination in violation of 8 U.S.C. § 1324b that is the subject of the independent investigation, designated as DJ# 197-35-437.
17. This Agreement may be enforced in the United States District Court for the District of Columbia or any other court of competent jurisdiction.
18. 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 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.
19. 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.

- 20. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
- 21. This Agreement sets forth the entire agreement between the 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.
- 22. 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

Advocate IL Masonic Medical Center/Rosalind Franklin University of Medicine and Science
Aria Health Hospital
Beth Israel Deaconess Medical Center
Botsford Hospital
Brooklyn Hospital Center
Chestnut Hill Hospital
Christ Hospital
Christiana Care Health Services
Community Westview Hospital
Detroit Medical Center
Good Samaritan Hospital Medical Center
Hahnemann University Hospital
Heritage Valley Beaver
Hoboken University Medical Center
Iowa Methodist Medical Center (Unity Point Health – Des Moines)
Jackson South Community Hospital
Jersey Shore University Medical Center
JFK Medical Center
Kaiser Permanente Santa Clara
Kaiser Permanente Vallejo
Kaiser SF Bay Area Foot & Ankle
Kendall Regional Medical Center
Kingsbrook Jewish Medical Center
Legacy Health/Kaiser Permanente
Lenox Hill Hospital (Northwell Health)
Maricopa Medical Center
Memorial Regional Hospital South
Suburban Community Hospital (f/k/a Mercy Suburban Hospital)
Metropolitan Hospital Center/NYCPM
Morristown Memorial Hospital
Norton Audubon Hospital
Oakwood Southshore Medical Center a/k/a Beaumont Hospital
OhioHealth Grant Medical Center
OSF St. Anthony Medical Center
Our Lady of Lourdes Memorial Hospital
Palmetto General Hospital
Phoenixville Hospital
Pinnacle Health Hospitals
Roger Williams Medical Center
Sanford Medical Center – Fargo
South Nassau Communities Hospital
St. Barnabas Medical Center – NJ
St. Joseph's Hospital/NPHS
St. Joseph's Medical Center – NY
St. Mary Mercy Livonia
St. Mary's General Hospital
St. Vincent Hospital Indianapolis
St. Vincent Hospital/WMC
SUNY Downstate – University Hospital of Brooklyn
United Health Services Hospitals
University of Cincinnati Medical Center (f/k/a University Hospital)/University of Cincinnati
Virtua Voorhees
Winthrop University Hospital