

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into between Northwest Medical Center – FL ("Respondent") 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 Respondent identified as DJ# 197-18-318, to investigate whether the Respondent's 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 Respondent committed citizenship status discrimination against non-U.S. citizens during the 2016 podiatry resident application cycle. Specifically, the Office of Special Counsel's investigation found that Respondent violated the Act by (1) advertising podiatric residency positions through the Central Application Service for Podiatric Residencies ("CASPR") stating that U.S. citizenship was required, and (2) rejecting a podiatric residency applicant based on his non-U.S. citizenship status, even though no law authorized Respondent to impose such citizenship restriction.

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 as of the Effective Date of this Agreement, it is agreed as follows:

1. This Agreement becomes effective as of the date of the latest signature on the Agreement, 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 \$4,500.00.
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.

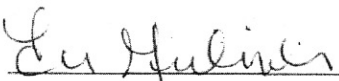
5. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. Except as set forth in 8 U.S.C. § 1324b(a)(2)(C), Respondent shall treat all individuals equally, 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 authorized by law, regulation, executive order or government contract.
8. 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.
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 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 the 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 the 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 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 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 Respondent of the purported violation. 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 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 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 within fifteen (15) business days after the 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 the independent investigation, designated as DJ# 197-18-318.
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 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.

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.

Northwest Medical Center-FL


By:

Signature: 
Printed Name: Erica Gulovich
Title: CEO

Dated: 5/20/16

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By:


Alberto Ruisanchez
Deputy Special Counsel

Dated: 6-20-16

Jodi Danis
Special Litigation Counsel

Kayla Gassmann
Gloria Yi
Trial Attorneys

Janet Stump
Equal Opportunity Specialist