

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	Civil Action No. CV-04-1711 ADM/AJB
and)	
)	
ALISON LAFRENCE)	
)	
Plaintiff Intervenor,)	
v.)	
)	
PARK NICOLLET HEALTH SERVICES f/k/a)	
HEALTHSYSTEM MINNESOTA)	
d/b/a PARK NICOLLET CLINIC,)	
)	
Defendant.)	
_____)	

CONSENT DECREE AND ORDER

1. This Consent Decree (the “Decree”) is made and entered into by and between Plaintiff United States Equal Employment Opportunity Commission (hereinafter “EEOC”) and Defendant, Park Nicollet Health Services f/k/a HealthSystem Minnesota d/b/a Park Nicollet Clinic (“Park Nicollet”), (EEOC and Park Nicollet are collectively referred to herein as “the Parties”).

2. On April 22, 2004, EEOC initiated this action by filing its Complaint against Park Nicollet alleging Defendant Park Nicollet violated Title I of the Americans With Disabilities Act of 1990 (“ADA”), when it failed to provide reasonable accommodation to Dr. Alison LaFrence and terminated her employment because of her disability.

3. On or about June 1, 2004, Park Nicollet filed Defendant’s Answer to Plaintiff’s Complaint, denying the allegations contained therein and claiming that Dr. LaFrence was not a

qualified individual under the ADA.

4. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree.

5. This Decree constitutes the complete agreement between EEOC and Park Nicollet with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree and approved by the Court or ordered by the Court.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is **ORDERED, ADJUDGED, AND DECREED THAT:**

6. This Court has jurisdiction over the subject matter of this action and over the Parties for purposes of entering and enforcing this Decree.

7. The terms of this Decree are adequate, fair, reasonable, equitable and just.

8. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of the ADA, and will be in the best interests of the Parties, those for whom EEOC seeks relief, and the public.

9. This Decree resolves all claims arising out of the Charge of Discrimination filed by Dr. Alison LaFrence against Park Nicollet, EEOC Charge No. 265A1017, and constitutes a complete resolution of all claims under the ADA that were made or could have been made by EEOC in this action.

10. This Consent Decree is a compromise of a disputed claim. Nothing herein

constitutes an admission of any liability, wrongdoing or violation of any law, rule or regulation.

SCOPE OF CONSENT DECREE

11. The duration of this Decree shall be three (3) years from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes.

GENERAL INJUNCTIVE PROVISION

12. Park Nicollet and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, are hereby enjoined from engaging in or being a party to any action, policy or practice that is intended to or is known to them to discriminate against an employee on the basis of disability.

TRAINING

13. Within one year after the date of this agreement, Park Nicollet will provide training concerning the ADA to all of its: (1) human resources employees; (2) supervisors and managers; (3) senior management officials; (4) all employees responsible for the processing of requests by employees for reasonable accommodation due to a disability; (5) all employees responsible for the hiring and/or termination of employees; and (6) all employees responsible for the implementation of reasonable accommodation due to a disability. Training will occur once per calendar year thereafter until the expiration of this Decree. The first two trainings pursuant to this Consent Decree must be live in-person training. The training taking place during the third year of the Consent Decree can be in whatever format Defendant chooses. Within 60 days of completion of the annual training, Defendant will provide the EEOC's Milwaukee District Office with a list of those trained and the date and description of the training provided. The initial

training will be conducted by one or more outside trainers chosen by Park Nicollet with approval by EEOC's Milwaukee District Office, not to be unreasonably withheld, and will include training in regard to the ADA, including, but not limited to, disability discrimination, reasonable accommodations, duty to engage in the interactive process, making a direct threat assessment, confidentiality requirements of medical information and disability based on perception and record of a disability.

POSTING.

14. Park Nicollet shall place a public notice, in a conspicuous place, at its offices throughout Minnesota, for a period of three (3) years from the date of entry of this Consent Decree and Order. The notice shall be in the form attached hereto as Exhibit A and captioned "Official Notice To All Employees of Park Nicollet."

DISSEMINATION OF POLICY STATEMENT

15. Park Nicollet agrees to issue and disseminate to employees, including new hires, a general overview of the ADA, including, but not limited to, the rights and responsibilities of employees under the ADA. The overview will specifically address the confidentiality requirements under the ADA of any medical information obtained on applicants or employees and direct employees to Employee Occupational Health Services if employees have questions.

REPORTING

16. For three (3) years from the entry of this Consent Decree and Order, Park Nicollet shall report in writing, to the undersigned counsel for EEOC (on a semiannual basis every June 30 and December 31 starting with June 30, 2005), the name, address, phone number, and job title of any employee with a disability at Park Nicollet who: (1) is terminated, including a summary of the reasons for termination, and/or (2) requests accommodations, including a summary as to

the nature of the disability and the requested accommodation, whether the accommodation was granted, and, if it was not granted, why not. Park Nicollet shall maintain all documents pertaining to such actions for the full three year reporting period, and for two years thereafter.

MONETARY RELIEF

17. Park Nicollet agrees, within fifteen (15) days of signature of this Consent Decree and Order by the Court, to pay a total of one hundred and fifty five thousand dollars (\$155,000.00) to Dr. Alison LaFrence with forty-seven thousand dollars (\$47,000.00) representing attorneys fees and costs. The remainder representing claims for emotional distress damages. Park Nicollet shall mail the payment to: Teresa J. Ayling, Esq., Mansfield, Tanick & Cohen P.A., 1700 Pillsbury Center South, 220 South Sixth Street, Minneapolis, MN 55402-4511, and shall simultaneously provide a copy of the payment check to the undersigned counsel for the EEOC. Neither the EEOC nor Park Nicollet make any representations, or assume any responsibility for any tax liability, assessments, interest, penalties and/or costs that Dr. LaFrence may or may not incur under local, state and/or federal laws by reason of the settlement funds paid under this Consent Decree. Park Nicollet will issue Dr. LaFrence an IRS Form 1099 for the settlement funds.

POSITIVE LETTER OF REFERENCE

18. Park Nicollet agrees that within 10 days of entry of this Decree it shall provide a positive letter of reference to Dr. Alison LaFrence, the contents of which have been mutually agreed upon by the Parties. In addition, should Park Nicollet receive any telephone or written inquiries from a potential employer regarding Dr. Alison LaFrence, Park Nicollet shall provide employment information consistent with the positive letter of reference.

SO ORDERED, ADJUDGED AND DECREED this 18th day of May, 2005.

S/Ann D. Montgomery

Honorable Ann D. Montgomery
United States District Court Judge
District of Minnesota

Agreed to in form and content:

FOR THE PLAINTIFF,
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Milwaukee District Office
310 W. Wisconsin Ave., Suite 800
Milwaukee, WI 53203-2292
Phone (414) 297-1860

s/ Jean P. Kamp
Jean P. Kamp
Regional Attorney

Date: May 4, 2005

s/ Deborah J. Powers
Deborah J. Powers
Senior Trial Attorney

Date: May 4, 2005

Agreed to in form and content:

FOR THE DEFENDANT
PARK NICOLLET HEALTH SERVICES F/K/A HEALTHSYSTEM
MINNESOTA D/B/A PARK NICOLLET CLINIC
Felhaber, Larson, Fenlon & Vogt, PA
220 South 6th Street
Suite 2200
Minneapolis, MN 55402-4504
Phone: (612) 339-6321

s/ Penelope J. Phillips
Penelope J. Phillips, Esq.

Date: May 5, 2005