

Conciliation Agreement
Between the
U.S. Department of Labor, Office of Federal Contract Compliance Programs
and
ABT Associates, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated ABT Associates, Inc.'s (ABT) establishment located at 6130 Executive Boulevard, Rockville, MD 20852 beginning on October 29, 2019. OFCCP found that ABT failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), and their respective implementing regulations at 41 C.F.R. Part 60-1.

OFCCP notified ABT of the specific violations and the corrective actions required in a Notice of Violation issued on September 22, 2020.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and ABT enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

In exchange for ABT's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if ABT violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

OFCCP may review ABT's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. ABT will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

1. Nothing in this Agreement relieves ABT of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

2. ABT and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
3. ABT agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
4. The parties understand the terms of this Agreement and enter into it voluntarily.
5. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
6. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
7. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement will expire sixty (60) days after ABT submits its final progress report required in Section IV below, unless OFCCP notifies ABT in writing before the expiration date that ABT has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that ABT has met all of its obligations under the Agreement.
9. If ABT violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send ABT a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. ABT shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If ABT is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by ABT, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

- b. ABT may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-300.66 (2014), or 41 C.F.R. 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.
10. ABT neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
11. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
12. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
13. Each party shall bear its own fees and expenses with respect to this matter.
14. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
15. All references to “days” in this Agreement and in the Timeline included as Attachment A are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

1. **VIOLATION:** During the period April 1, 2018 through September 30, 2019, ABT failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 C.F.R. 60-1.12(a), (c), and (e). Specifically, ABT failed to keep and preserve accurate and complete records of all hiring, promotion, and termination activity by gender, race, and ethnicity. When records were requested to review the hiring, promotion, and termination actions, they were inaccurate. Furthermore, an accurate accounting of the number of hires, promotion and terminations actions was not maintained, and the information was revised multiple times.

REMEDY: ABT must preserve and maintain complete and accurate personnel and employment records, in accordance with 41 C.F.R. 60-1.12(a), (c), and (e), and must keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. However, if ABT has a total workforce of less than 150 employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 C.F.R. 60-1.12(a).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** ABT agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. ABT will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

a. **Schedule and Instructions.** ABT agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- The first report shall be due April 30, 2021 and will cover the period October 1, 2020 through March 31, 2021.
- The second report shall be due October 31, 2021 and will cover the period April 1, 2021 through September 30, 2021.

The Progress Reports shall contain the following:

- i. Hire data for the reporting period by job group, indicating gender, race, ethnicity, job title, and date of hire for each hired applicant;
- ii. Applicant data for the reporting period by job group, indicating gender, race, ethnicity, and job title applied to, for each applicant;
- iii. Promotion data for the reporting period by job group, indicating gender, race, ethnicity, job title, and date of promotion for each employee promoted;
- iv. Employee incumbency data for all employees at the beginning of the reporting period by job group, indicating gender, race, and ethnicity for each incumbent.

ABT will submit reports to 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201. ABT and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports ABT provides in accordance with this agreement are customarily kept private or closely held, and ABT believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, ABT will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts ABT's final progress report as set forth in Part II, Paragraph 8 above. If OFCCP fails to notify ABT in writing within sixty (60) days of the date of

the final progress report that ABT has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies ABT within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines ABT has met all of its obligations under the Agreement.

V. Signatures

The person signing this Agreement on behalf of ABT personally warrants that he or she is fully authorized to do so, that ABT has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on ABT.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and ABT Associates, Inc., 6130 Executive Boulevard, Rockville, MD 20852.

(b) (6), (b) (7)(C)

Kathleen Flanagan
President & Chief Executive Officer
ABT Associates, Inc.
Rockville, Maryland 20852

DATE: 15-OCT-2020

(b) (6), (b) (7)(C)

Tom G. Wells
District Director
OFCCP Baltimore District Office
Mid-Atlantic Region

DATE: November 19, 2020

(b) (6), (b) (7)(C)

Tanya R. Bennett
Assistant District Director
OFCCP Baltimore District Office
Mid-Atlantic Region

DATE: 11/17/2020

(b) (6), (b) (7)(C)

(b) (6), (7)(E)
Compliance Officer
OFCCP Baltimore District Office
Mid-Atlantic Region

DATE: 11/17/20

Attachment A: Timeline

ABT submits Progress Report 1	By April 30, 2021
ABT submits Progress Report 2	By October 31, 2021