

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
American Ambulance**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the American Ambulance establishment located at 3747 Silver Star Road, Orlando, Florida 32808, beginning on March 23, 2020. OFCCP found that American Ambulance failed to comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. §4212 (VEVRAA) and their respective implementing regulations at 41 CFR Sections 60-300 and 60-741.

OFCCP notified American Ambulance of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on December 11, 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 American Ambulance 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

1. In exchange for American Ambulance'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 American Ambulance 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.
2. OFCCP may review American Ambulance'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. American Ambulance 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.
3. Nothing in this Agreement relieves American Ambulance 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.

4. American Ambulance 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.
5. American Ambulance 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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.
8. This Agreement becomes effective on the day it is signed by the District Director, of the Birmingham, Alabama District Office.
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after American Ambulance submits its final progress report required in Section VIII, below, unless OFCCP notifies American Ambulance in writing before the expiration date that American Ambulance 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 American Ambulance has met all of its obligations under the Agreement.
11. If American Ambulance violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63 (2014) and 41 C.F.R. 60-741.63 (2014 will govern):
 - i. OFCCP will send American Ambulance a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. American Ambulance 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 American Ambulance is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 American Ambulance, 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. American Ambulance 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. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), 41 CFR Sections 60-300 and 60-741, and/or other appropriate relief for violating this Agreement.
12. American Ambulance 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.
 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 14. 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.
 15. Each party shall bear its own fees and expenses with respect to this matter.
 16. 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.
 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, 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 of March 1, 2019 through February 28, 2020, American Ambulance failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f). Specifically, American Ambulance failed to document all outreach recruitment activities and retain such documentation. Due to this failure, American Ambulance failed to evaluate each outreach and recruitment activity and come to a reasonable conclusion as to whether each activity is effective in identifying and recruiting qualified protected veterans. Further, American Ambulance failed to conduct an assessment of its overall outreach and recruitment efforts and reach a conclusion regarding whether its efforts as a whole are effective.

REMEDY: American Ambulance will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). American Ambulance must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). American Ambulance must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4). As part of these outreach and recruitment activities, American Ambulance will use the veteran organization listed below and/or other resources identified by American Ambulance to recruit qualified temporary and permanent job candidates:

Department of Veterans Affairs VR&E
9500 Bay Pines Boulevard
St. Petersburg, Florida 33744
David Davis, Employment Coordinator
E-mail: **Ex (6), Ex (7)(C)**@va.gov
Phone: (727) 319-7928

Division of Vocational Rehabilitation
1049 Eber Road, Suite 101
Melborne, Florida 39204
Kathy Davis, M.S., CRC, Business Relations Manager
E-mail: **Ex (6), Ex (7)(C)**@vr.fldoe.org
Phone: (321) 339-5189

2. **VIOLATION:** During the period of March 1, 2019 through February 28, 2020, American Ambulance failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a) 2-6.

REMEDY: American Ambulance will list all employment openings with the appropriate employment service delivery system (ESDS) (either the state workforce agency or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Contractor, as required by 41 CFR 60-300.5(a) 2-6, revised as of March 24, 2014 (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>).

Whenever American Ambulance makes its initial listing with an appropriate ESDS, it will advise that entity that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, American Ambulance shall provide updated information simultaneously with its next job listing:

Jerel Safford, MA CBSC
DEO-Local Veteran Employment Representative
CareerSource Central Florida
1209 W. Airport Boulevard
Sanford, Florida 32773

3. **VIOLATION:** During the period of March 1, 2019 through February 28, 2020, American Ambulance failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, American Ambulance failed to document all outreach recruitment activities and retain such documentation. Due to this failure, American Ambulance failed to evaluate each outreach and recruitment activity and come to a reasonable conclusion as to whether each activity is effective in identifying and recruiting qualified individuals with disabilities. Further, American Ambulance failed to conduct an assessment of its overall outreach and recruitment efforts and reach a conclusion regarding whether its efforts as a whole are effective.

REMEDY: American Ambulance will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741(f)(2). American Ambulance must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). American Ambulance must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4). As part of these outreach and recruitment activities, American Ambulance will use the disability organization listed below and/or other resources identified by American Ambulance to recruit qualified temporary and permanent job candidates:

Easter Seals Florida, Inc.
520 North Semoran Boulevard
Suite 280
Orlando, Florida 38207
Stephanie Wallave
Email: [Ex \(6\), Ex \(7\)\(C\)@fl.easterseals.com](mailto:Ex (6), Ex (7)(C)@fl.easterseals.com)
Phone: (561) 471-1688

Goodwill Industries of Southwest Florida
7531 South Orange Blossom Trail
Orlando, Florida 32809
Linda Rimmer
Email: [Ex \(6\), Ex \(7\)\(C\)@goodwillcfl.org](mailto:Ex (6), Ex (7)(C)@goodwillcfl.org)
Phone: (407) 235-1517

IV. OFCCP Monitoring Period

1. Contractor Reports.

- a. American Ambulance will submit two reports to OFCCP, Jackson Area Office, 100 West Capitol Street, McCoy Federal Building, Suite 762, Jackson, MS 39269-1607, [REDACTED] Ex (b), Ex (7)(C) [REDACTED]@dol.gov, American Ambulance 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 American Ambulance provides in accordance with this agreement are customarily kept private or closely-held, and the American Ambulance believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, American Ambulance 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.
 - b. The first progress report shall be due on July 16, 2021 and shall cover the period of January 1, 2021 through June 30, 2021.
 - c. The second progress report shall be due on January 14, 2022 and shall cover the period of July 1, 2021 through December 31, 2021.
2. **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 American Ambulance's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify American Ambulance in writing within sixty (60) days of the date of the final progress report that American Ambulance 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 American Ambulance within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines American Ambulance has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and American Ambulance, Orlando, Florida 32808.

DATE: December 18, 2020

Ex (6), Ex (7)(C)

Adam Koontz
CEO & President Operations Manager
American Ambulance
3747 Silver Star Road
Orlando, Florida 32808

DATE: **Ex (6), Ex (7)(C)**

Ex (6), Ex (7)(E)
Compliance Officer - Jackson
Office of Federal Contract Compliance
Programs

Ex (6), Ex (7)(C)

Katie Course 14:56:48 -06 00
Assistant District Director - Jackson
Office of Federal Contract Compliance
Programs

DATE: **Ex (6), Ex (7)(C)**

Alvin Q. Mitchell
District Director - Birmingham
Office of Federal Contract Compliance
Programs