

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Adams Communications Company LLC

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Adams Communications Company LLC (Adams) establishment located at 29088 Airpark Drive, Easton, MD 21601 beginning on January 10, 2021. OFCCP found that Adams failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and their respective implementing regulations at § 41 C.F.R. Part 60-741.

OFCCP notified Adams of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on April 29, 2021.

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

**II. General Terms and Conditions**

1. In exchange for Adams's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503, and/or the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Adams 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 Adams'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. Adams 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Adams 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. Adams 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.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement 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.
7. This Agreement becomes effective on the day it is signed by the Assistant District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Adams submits its final progress report required in Section IV, below, unless OFCCP notifies Adams in writing before the expiration date that Adams 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 Adams has met all of its obligations under the Agreement.
10. If Adams violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Adams a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Adams 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 Adams 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 Adams, 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 in the Agreement.
  - b. Adams may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 and/or other appropriate relief for violating this Agreement.

11. Adams does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. 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.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. All references to “days” in this Agreement 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 January 1, 2020 through December 31, 2020, Adams failed to make available its Section 503 AAP to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the AAP could be obtained, as required by 41 CFR 60-741.41.

**REMEDY:** Adams will make available its Section 503 AAP, absent the data metrics required by 41 CFR 60-741.44(k), to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the AAP can be obtained, as required by 41 CFR 60-741.41.

2. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, Adams failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, Adams failed to conduct the initial survey of its employees; failed to invite self-id pre-offer; failed to invite self-id post-offer and failed to use approved form.

**REMEDY:** Adams shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Adams shall

invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Adams shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Adams shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, Adams shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Adams will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

- 3. VIOLATION:** Adams' Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Adams' AAP failed to include the review of personnel processes element described in 41 CFR 60-741.44(b).

**REMEDY:** Adams will include the review of personnel process element described in 41 CFR 60-741.44(b) in its Section 503 AAP, as required by 41 CFR 60-741.44.

- 4. VIOLATION:** Adams' Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Adams' AAP failed to provide a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

**REMEDY:** Adams will include in its Section 503 AAP a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

- 5. VIOLATION:** During the period January 1, 2020 through December 31, 2020, Adams failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i). Specifically, Adams did not undertake any appropriate outreach and recruitment activities to effectively recruit qualified individuals with disabilities.

**REMEDY:** Adams 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 60-741.44(f)(2).

6. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, Adams failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

**REMEDY:** Adams will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If Adams concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

7. **VIOLATION:** Adams' Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Adams' AAP failed to include the internal EEO policy dissemination element described in 41 CFR 60-741.44(g).

**REMEDY:** Adams will include the internal EEO policy dissemination element described in 41 CFR 60-741.44(g) in its Section 503 AAP, as required by 41 CFR 60-741.44.

8. **VIOLATION:** Adams' Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Adams' AAP failed to include the audit and reporting system element described in 41 CFR 60-741.44(h).

**REMEDY:** Adams will include the audit and reporting system element described in 41 CFR 60-741.44(h) in its Section 503 AAP, as required by 41 CFR 60-741.44.

9. **VIOLATION:** Adams' Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Adams' AAP failed to include the training element described in 41 CFR 60-741.44(j).

**REMEDY:** Adams will include the training element described in 41 CFR 60-741.44(j) in its Section 503 AAP, as required by 41 CFR 60-741.

10. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, Adams failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

**REMEDY:** Adams will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-741.44(k); The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of applicants with disabilities hired; and the total number of applicants hired.

**11. VIOLATION:** During the period January 1, 2020 through December 31, 2020, Adams failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60-741.45. Specifically, Adams conducted no utilization analysis.

**REMEDY:** Adams will annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. When conducting this utilization analysis, Adams will use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if Adams has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60-741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in Adams' workforce be less than the utilization goal, Adams will take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exist, and must develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

**12. VIOLATION:** During the period January 1, 2020 through December 31, 2020, Adams failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, Adams failed to keep the records specified in 60-741.80(b) for three years.

**REMEDY:** Adams will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** Adams agrees to retain all records relevant to the violation(s) 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. Adams will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports**

Adams agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

Progress Report 1: Due on January 15, 2022 covering the period of June 1, 2021 through December 31, 2021.

Progress Report #1 shall contain the following:

- a. Documentation showing that Adams' full affirmative action program is available to any employee or applicant for employment for inspection upon request and that the location and hours during which the program may be obtained is posted at each establishment;
- b. Documentation showing that Adams invited job applicants and employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42;
- c. A review of personnel processes to provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available;
- d. A schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity;
- e. Documentation showing that Adams undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities as required by the regulations. Adams should note that 41 CFR 60-741.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified individuals with disabilities;
- f. A review of the outreach and recruitment efforts Adams has taken during the reporting period to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities, as required by 41 CFR 60-741.44(f)(3);
- g. Documentation showing that Adams implemented and disseminated its EEO policy internally, as required by 41 CFR 60-741.44(g);
- h. Documentation showing Adams has implemented an internal audit and reporting system, as required by 41 CFR 60-741.44(h). Where the AAP is found to be deficient, Adams shall undertake necessary actions to bring the program into compliance;
- i. Documentation showing all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes were trained to ensure that the commitments in Adams' AAP are implemented;

- j. Copies of the data collection analysis for individuals with disabilities to include information on the computations and comparisons identified under Remedy 10 above;
- k. A copy of Adams' utilization analysis for individuals with disabilities; and
- l. A narrative explaining how Adams revised its recordkeeping procedures to ensure they adhere to Section 503 obligations.

Progress Report 2: Due on July 15, 2022 covering the period of January 1, 2022 through June 30, 2022.

Progress Report #2 shall contain the following:

- a. Documentation showing that Adams' full affirmative action program is available to any employee or applicant for employment for inspection upon request and that the location and hours during which the program may be obtained is posted at each establishment;
- b. Documentation showing that Adams invited job applicants and employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42;
- c. A review of personnel processes to provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available;
- d. A schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity;
- e. Documentation showing that Adams undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities as required by the regulations. Adams should note that 41 CFR 60-741.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified individuals with disabilities;
- f. A review of the outreach and recruitment efforts Adams has taken during the reporting period to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities, as required by 41 CFR 60-741.44(f)(3);
- g. Documentation showing that Adams implemented and disseminated its EEO policy internally, as required by 41 CFR 60-741.44(g);

- h. Documentation showing Adams has implemented an internal audit and reporting system, as required by 41 CFR 60-741.44(h). Where the AAP is found to be deficient, Adams shall undertake necessary actions to bring the program into compliance;
- i. Documentation showing all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes were trained to ensure that the commitments in Adams' AAP are implemented;
- j. Copies of the data collection analysis for individuals with disabilities to include information on the computations and comparisons identified under Remedy 10 above;
- k. A copy of Adams' utilization analysis for individuals with disabilities; and
- l. A narrative explaining how Adams revised its recordkeeping procedures to ensure they adhere to Section 503 obligations.

Adams will submit reports to Assistant District Director Tanya R. Bennett, 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201 or to email addresses (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C)@dol.gov. Adams 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 Adams provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Adams believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Adams will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Adams of the FOIA request and provide Adams an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

- 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 Adams's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Adams in writing within sixty (60) days of the date of the final progress report that Adams 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 Adams within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Adams has met all of its obligations under the Agreement.

**V. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Adams Communications Company LLC, 29088 Airpark Drive, Easton, MD 21601.

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

Ann Hopson  
VP/Human Resources  
Adams Communications Company LLC  
Easton, Maryland

DATE: 5-6-2021

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

Tanya R. Bennett  
Assistant District Director  
OFCCP Baltimore District Office

DATE: 05/07/2021

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

**(b) (7)(C), (b)(7)(E)**  
Compliance Officer  
OFCCP Baltimore District Office

DATE: 05/07/2021