

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Data Solutions & Technology Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Data Solutions & Technology Inc. (Data Solutions) establishment located at 8181 Professional Place, Suite 110, Landover, MD 20785-2264 beginning on March 9, 2020. OFCCP found that Data Solutions failed to comply with 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 C.F.R. Parts 60-300, -741.

OFCCP notified Data Solutions of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on July 07, 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 Data Solutions 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 Data Solutions' 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 VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Data Solutions violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Data Solutions' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Data Solutions 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 Data Solutions 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. Data Solutions 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 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 Data Solutions submits its final progress report required in Section IV, below, unless OFCCP notifies Data Solutions in writing before the expiration date that Data Solutions 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 Data Solutions has met all of its obligations under the Agreement.
10. If Data Solutions violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 and/or 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Data Solutions a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Data Solutions 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 Data Solutions 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 the Data Solutions, 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. Data Solutions may be subject to the sanctions set forth in 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Data Solutions 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 01, 2019, through December 31, 2019, Data Solutions failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system (ESDS) serving the location where the openings occurred, in violation of 41 CFR 60-300.5(a)2-6.

**REMEDY:** Data Solutions will list all employment openings as they occur with an appropriate employment service delivery system (either the state workforce agency job bank or a local ESDS) where openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Data Solutions as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Data Solutions will also advise the employment service delivery system 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, Data Solutions shall provide updated information simultaneously with its next job listing.

2. **VIOLATION:** During the period January 01, 2019, through December 31, 2019, Data Solutions failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

**REMEDY:** Data Solutions will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Data Solutions concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

3. **VIOLATION:** During the period January 01, 2019, through December 31, 2019, Data Solutions 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, Data Solutions could not provide documentation or other evidence to demonstrate that it had engaged in effective outreach and recruitment commensurate with the number of hiring opportunities it had during the review period.

**REMEDY:** Data Solutions 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).

4. **VIOLATION:** During the period January 01, 2019, through December 31, 2019, Data Solutions 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:** Data Solutions 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 Data Solutions 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).

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

1. **Recordkeeping.** Data Solutions 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. Data Solutions will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.



## 2. **Contractor Reports.**

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

- a. Progress Report 1: Due on January 15, 2022 covering the period of July 1, 2021 through December 31, 2021.
- b. Progress Report 2: July 15, 2022 covering the period of January 1, 2022 through June 1, 2022.

Each report shall contain the following:

- a) Documentation showing that Data Solutions listed all job openings with the appropriate employment service delivery service where the opening occurred, as specified in Remedy 1 above. Data Solutions will provide documentation of referrals from the state employment service including, but not limited to, the name(s) of the individual(s) referred; date(s) of referral; final disposition of the referred individual's application; and, when applicable, the reason(s) why a referred individual was not hired by Data Solutions. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay;
- b) Documentation on Data Solutions annual review of its outreach and recruitment activities for protected veterans;
- c) Documentation of outreach and recruitment activities taken on behalf of individuals with disabilities, including evidence of job vacancy announcements sent to, and communications with disability organizations; and
- d) Documentation on Data Solutions annual review of its outreach and recruitment activities for individuals with disabilities.

Data Solutions will submit reports to Assistant District Director Maurice Richard, 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201-2908 or to email addresses (b) (6), (b) (7)(C) [@dol.gov](mailto:____@dol.gov) and (b) (7)(C), (b) (6) [@dol.gov](mailto:____@dol.gov). Data Solutions 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 Data Solutions, provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Data Solutions believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Data Solutions will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Data Solutions of the FOIA request and provide Data Solutions 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 Data Solutions' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Data Solutions in writing within sixty (60) days of the date of the final progress report that Data Solutions 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 Data Solutions within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Data Solutions has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Data Solutions & Technology, Inc. 8181 Professional Place, Suite 110 Landover, MD 20785-2264

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

Deborah Scott Thomas  
President & CEO  
Data Solutions & Technology Inc.  
Landover, Maryland

DATE: 7/9/2021

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

Brooke Sensenig  
District Director  
Baltimore District Office  
Mid-Atlantic Region

DATE: 07/09/2021

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

**(b) (7)(C), (b) (7)(E)**  
Compliance Officer  
Baltimore District Office  
Mid-Atlantic Region

DATE: 07/09/2021