

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Environmental Quality Management, Inc.
OFCCP Case No. R00303243

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Environmental Quality Management, Inc. (Environmental Quality Management) establishment located at 1800 Carillon Boulevard, Cincinnati, OH 45240-2788, beginning on March 1, 2021. OFCCP found that Environmental Quality Management failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and the implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified Environmental Quality Management of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on December 17, 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 Environmental Quality Management 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 Environmental Quality Management'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 of the Rehabilitation Act of 1973 (Section 503), as amended; 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 Environmental Quality Management 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 Environmental Quality Management'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. Environmental Quality Management 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 Environmental Quality Management 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. Environmental Quality Management 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 Environmental Quality Management submits its final progress report required in Section IV, below, unless OFCCP notifies Environmental Quality Management in writing before the expiration date that Environmental Quality Management 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 Environmental Quality Management has met all of its obligations under the Agreement.
10. If Environmental Quality Management violates this Agreement:
 - a. The procedures at 41 CFR 60-300.63 will govern:
 - i. OFCCP will send Environmental Quality Management a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Environmental Quality Management 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 Environmental Quality Management 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 Environmental Quality Management, 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. Environmental Quality Management may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66, or 41 CFR 60-300.66 and/or other appropriate relief for violating this Agreement.
11. Environmental Quality Management 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 March 1, 2020 to February 28, 2021, Environmental Quality Management failed to keep all information regarding self-identification as a protected veteran confidential, in violation of 41 CFR 60-300.42(e). Specifically, Environmental Quality Management failed to ensure that the self-identification information for disabled veterans was kept separately from personnel and medical files.

REMEDY: Environmental Quality Management will keep all information on self-identification status as a protected veteran confidential, as required by 41 CFR 60-300.42(e).

2. **VIOLATION:** During the period March 1, 2020 to February 28, 2021, Environmental Quality Management failed to review the effectiveness of the outreach and recruitment efforts taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans, in violation of 41 CFR 60-300.4(f)(3). Specifically, Environmental Quality Management failed to conduct and document this review, including at a minimum the criteria used to evaluate the effectiveness of each outreach and recruitment effort and the conclusion as to whether each effort was effective.

REMEDY: Environmental Quality Management will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, as required by 41 CFR 60-300.44(f)(3). If Environmental Quality Management 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 March 1, 2020 to February 28, 2021, Environmental Quality Management failed to provide training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure that the commitments in the company's affirmative action program are implemented, in violation of 41 CFR 60-300.44(j).

REMEDY: Environmental Quality Management must provide training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure that the commitments in the company's affirmative action program are implemented, as required by 41 CFR 60-300.44(j).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Environmental Quality Management 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. Environmental Quality Management 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.** Environmental Quality Management will submit the documents and progress reports described below via email to District Director Adam Young at (b) (6), (b) (7)(C)

Environmental Quality Management agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1 will be due on April 1, 2022, and will cover the period from the effective date of this Agreement through February 28, 2022.

Progress Report 2 will be due on April 1, 2023, and will cover the period March 1, 2022 through February 28, 2023.

Environmental Quality Management 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 Environmental Quality Management provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Environmental Quality Management believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Environmental Quality Management will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Environmental Quality Management of the FOIA request and provide Environmental Quality Management an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

Progress Report 1 shall include:

Pursuant to Violation 1: Environmental Quality Management will submit documentation to verify that all information regarding self-identification as a protected veteran, including self-identification as a disabled veteran, is kept confidential and stored separately from personnel and medical files.

Pursuant to Violation 2: Environmental Quality Management will submit documentation of all outreach and recruitment activities during the period March 1, 2021 through February 28, 2022, the company’s assessment of the external outreach and recruitment efforts taken to evaluate the effectiveness in identifying and recruiting qualified protected veteran that meets the requirements described in 41 CFR 60-300.44(f)(3), and any actions taken or changes made as a result of the assessment. The assessment of the effectiveness of the external outreach and recruitment efforts will include, at a minimum, the criteria used to evaluate the effectiveness of each effort and Environmental Quality Management’s conclusion as to whether each effort was effective.

Pursuant to Violation 3: Environmental Quality Management will submit documentation including, but not limited to, training agendas, content, and attendance rosters as evidence that training was provided during the period March 1, 2021 through February 28, 2022 to all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure that the commitments in the VEVRAA affirmative action program are implemented.

Progress Report 2 shall include:

Pursuant to Violation 2: Environmental Quality Management will submit documentation of all outreach and recruitment activities during the period March 1, 2022 through February 28, 2023, the company's assessment of the external outreach and recruitment efforts taken to evaluate the effectiveness in identifying and recruiting qualified protected veteran that meets the requirements described in 41 CFR 60-300.44(f)(3), and any actions taken or changes made as a result of the assessment. The assessment of the effectiveness of the external outreach and recruitment efforts will include, at a minimum, the criteria used to evaluate the effectiveness of each effort and Environmental Quality Management's conclusion as to whether each effort was effective.

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

V. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Environmental Quality Management, Inc., 1800 Carillon Boulevard, Cincinnati, OH 45240-2788.

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

Dr. Scott Harris
CEO
Environmental Quality Management, Inc.

DATE: 12/17/21

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

Adam Young
District Director
OFCCP, Chicago District Office

DATE: _____

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

Carol-Diane Johnson
Compliance Officer
OFCCP, Chicago District Office

DATE: _____