

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Millennium Health & Fitness Inc

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Millennium Health & Fitness Inc (Millennium Health & Fitness) establishment located at 1160 Snider Lane, Lucas, Texas, beginning on February 18, 2021. OFCCP found that Millennium Health & Fitness failed to comply with 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 60-300.

OFCCP notified Millennium Health & Fitness of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on June 23, 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 Millennium Health & Fitness 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 Millennium Health & Fitness' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Millennium Health & Fitness 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 Millennium Health & Fitness' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Millennium Health & Fitness 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 Millennium Health & Fitness of its obligation to fully comply with the requirements of 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), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Millennium Health & Fitness 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 Millennium Health & Fitness submits its final progress report required in Section IV, below, unless OFCCP notifies Millennium Health & Fitness in writing before the expiration date that Millennium Health & Fitness 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 Millennium Health & Fitness has met all of its obligations under the Agreement.
10. If Millennium Health & Fitness violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Millennium Health & Fitness a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Millennium Health & Fitness 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 Millennium Health & Fitness 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 Millennium Health & Fitness, 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. Millennium Health & Fitness may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Millennium Health & Fitness 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 August 1, 2019 through January 31, 2021, Millennium Health & Fitness 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: Millennium Health & Fitness agrees to list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank 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 Millennium Health & Fitness, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Millennium Health & Fitness also agrees to 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, Millennium Health & Fitness shall provide updated information simultaneously with its next job listing.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Millennium Health & Fitness 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. Millennium Health & Fitness will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

Millennium Health & Fitness 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 February 28, 2022 covering the period of August 1, 2021 through January 31, 2022.
- b. Progress Report 2: Due on August 31, 2022 covering the period of February 1, 2022 through July 31, 2022.

For each report, Millennium Health & Fitness will provide documentation of all required employment listings that were listed with the state workforce agency job bank or the local employment service delivery system in locations where the openings occurred.

Millennium Health & Fitness will submit reports to Marvin Jordan, Director, Phoenix District Office at 230 North 1st Avenue, Suite 201, Phoenix, Arizona 85003, or via electronic mail at (b) (6), (b) (7)(C)@dol.gov. Millennium Health & Fitness 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 Millennium Health and Fitness provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Millennium Health & Fitness believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Millennium Health & Fitness will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Millennium Health & Fitness of the FOIA request and provide Millennium Health & Fitness 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 Millennium Health & Fitness' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Millennium Health & Fitness in writing within sixty (60) days of the date of the final progress report that Millennium Health & Fitness 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 Millennium Health & Fitness within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Millennium Health & Fitness has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Millennium Health & Fitness Inc, 1160 Snider Lane, Lucas, Texas 75002.

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

SHERRY K. MORTON
President & CEO
Millennium Health & Fitness Inc
Lucas, Texas

DATE: 6/28/2021

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

MARVIN R. JORDAN
Director
Phoenix District Office
Pacific Region

DATE: _____