

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
ADAMS & ASSOCIATES INC.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Adams & Associates Inc. establishment located at 10395 Double R Blvd, Reno, Nevada 89521. OFCCP found that Adams & Associates Inc. 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. OFCCP notified Adams & Associates Inc. of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on July 13, 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 & Associates Inc. 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 & Associates Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Adams & Associates Inc. 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 Adams & Associates' 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 & Associates Inc. 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 & Associates Inc. of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Adams & Associates Inc. 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, Lynda Sakseangvirat.
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 & Associates Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Adams & Associates Inc. in writing before the expiration date that Adams & Associates Inc. 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 & Associates Inc. has met all of its obligations under the Agreement.
10. If Adams & Associates Inc. violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Adams & Associates Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Adams & Associates Inc. 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 & Associates Inc. 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 Adams & Associates Inc., 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 & Associates Inc. 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 & Associates Inc. 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 June 1, 2019 through May 31, 2020, Adams & Associates Inc. failed to undertake appropriate outreach and positive recruitment activities that were reasonable designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741-44(f). Specifically, the outreach and recruitment activities taken were not designed to recruit qualified individuals with disabilities.

CORRECTIVE ACTION: Adams & Associates Inc. will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected individuals with disabilities, such as those described at 41 CFR 60-741.44(f).

2. **VIOLATION:** During the period June 1, 2019 through May 31, 2020, Adams & Associates Inc. 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).

CORRECTIVE ACTION: Adams & Associates Inc. 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 & Associates Inc. 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).

3. **VIOLATION:** During the period June 1, 2019 through May 31, 2020, Adams & Associates Inc. failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-741.44(h). Specifically, Adam & Associates Inc. failed to identify and correct deficiencies within their outreach and recruitment activities for individuals with disabilities.

CORRECTIVE ACTION: Adams & Associates Inc. will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-741.44(h). Specifically, Adams & Associates Inc. will identify and correct any deficiencies.

1. **OFCCP Monitoring Period**

1. **Recordkeeping.** Adams & Associates Inc. 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. Adams & Associates Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Adams & Associates Inc. Reports.**

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

- a. Progress Report 1: Due on June 30, 2022 covering the period of June 1, 2021 through May 31, 2022.

A report of:

1. Each outreach and recruitment activity designed to effectively recruit qualified individuals with disabilities to include the name of the activity, the date of the activity, and the name and job titles of employees involved in the activity, and the goal and results of the activity.
2. The effectiveness assessment of each outreach and recruitment activity and the totality of all their efforts to include for each activity, the name of the activity, the date of the activity, and the name and job titles of employees involved in the activity. If Adams & Associates Inc. concludes

that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and report what alternative efforts were made.

3. Evidence that Adams & Associates Inc. developed and implemented an auditing system that monitors the effectiveness of its total affirmative action programs under Section 503. The reports will include the dates the actions were taken, those involved by name and job titles and proof that these actions were taken. Adams and Associates will design and implement and audit and reporting system that will
 - a) Measure the effectiveness of the contractor's affirmative action program;
 - b) Indicate any need for remedial action;
 - c) Determine the degree to which the contractor's objectives have been attained;
 - d) Determine whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational, and social activities;
 - e) Measure the contractor's compliance with the affirmative action program's specific obligations; and document the actions taken to comply with the obligations of (a) through (f), and retain these documents as employment records subject to the recordkeeping requirements of 60-741-80.

Adams & Associates Inc. will submit the report to Lynda Sakseangvirat, District Director of OFCCP, via email at (b) (6), (b) (7)(C)@dol.gov with a copy to Compliance Officer (b) (7)(E), (b) (6) at (b) (6), (b) (7)(C)@dol.gov. Adams & Associates Inc. 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 & Associates Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Adams & Associates Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Adams & Associates Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Adams & Associates Inc. of the FOIA request and provide Adams & Associates Inc. 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 & Associates Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Adams & Associates

in writing within sixty (60) days of the date of the final progress report that Adams & Associates Inc. 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 & Associates Inc. 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 & Associates Inc. has met all of its obligations under the Agreement.

2. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Adams & Associates Inc., 10395 Double R Blvd, Reno, Nevada 89521.

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

Adams & Associates Inc.
Susan Larson
President

DATE: 8/31/2021

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

Lynda Sakseangvirat
District Director
San Jose, Hawaii, and Guam Offices

DATE: 09/01/2021