



Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Arc Oneida Lewis Chapter
245 Genesee St.
Utica, NY 13501

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Arc Oneida Lewis Chapter's (hereinafter Arc Oneida) establishment located at 245 Genesee Street, Utica, NY 13501 beginning on December 9, 2020. OFCCP found that Arc Oneida 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. § 60-741.42(c).

OFCCP notified Arc Oneida of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on August 19, 2021.

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Arc Oneida 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 Arc Oneida's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Arc Oneida 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 Arc Oneida'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. Arc Oneida 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 Arc Oneida 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. Arc Oneida 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.
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 Arc Oneida submits its final progress report required in Section IV, below, unless OFCCP notifies Arc Oneida in writing before the expiration date that Arc Oneida 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 Arc Oneida has met all of its obligations under the Agreement.
10. If Arc Oneida violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-741.63 will govern:
 - i. OFCCP will send Arc Oneida a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Arc Oneida 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 Arc Oneida 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 Arc Oneida, 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. Arc Oneida 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. Arc Oneida neither admits nor denies any violation of Section 503 or 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 Violation and Remedy

1. **Violation:** During the period January 1, 2020 through December 31, 2020, Arc Oneida failed to invite its employees to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 C.F.R. § 60-741.42(c). Specifically, Arc Oneida failed to conduct a voluntary self-identification survey of its incumbent employees in five-year intervals using the OMB approved form

Remedy: Arc Oneida will immediately invite its employees to voluntarily inform the company whether the employee believes that he or she is an individual with a disability, as that term is defined in 41 C.F.R. § 60-741.2(g)(1)(i) or (ii). All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). In addition, Arc Oneida will extend this invitation again at five-year intervals, thereafter. At least once during each interval, Arc Oneida will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Arc Oneida 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 C.F.R. § 60-741.42(e).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Arc Oneida agrees to retain all records relevant to the violation (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. Arc Oneida will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.** Arc Oneida 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: The first report shall be due March 31, 2022 and will cover the period beginning September 1, 2021 through February 28, 2022.
 - b. Progress Report 2: The second and final report shall be due September 30, 2022 and will cover the period of March 1, 2022 through August 31, 2022.

Arc Oneida will submit reports to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Diamond Head Building
200 Sheffield Street, Suite 102
Mountainside, NJ 07092
ATTN: Compliance Officer (b) (6), (b) (7)(E)
E-mail: (b) (6), (b) (7)(C)@dol.gov

The progress reports will contain the following:

- Documentation of Arc Oneida's invitation to its employees to voluntarily identify as an individual with a disability;
- Documentation of the method used to invite employees to voluntarily self-identify;
- Documentation of how many employees responded to the invitation;
- Documentation showing Arc Oneida informed employees that they may voluntarily update their disability-related self-identification information at any time; and
- Documentation showing Arc Oneida utilized the correct OMB approved self-identification form.

Arc Oneida 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 Arc Oneida provides in accordance with this Agreement are customarily kept private or closely-held, and Arc Oneida believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Arc Oneida will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Arc Oneida Lewis Chapter, 245 Genesee St., Utica, NY 13501.

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

Karqn Korotzer
CEO
Arc Oneida Lewis Chapter
Utica, NY 13501

DATE: 8/24/2021

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

Joanne Karayiannidis
District Director
New Jersey District Office

DATE: 09/02/2021

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

Alia Grimes
Assistant District Director
New Jersey District Office

DATE: 09/02/2021

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

(b) (6), (b) (7)(E)

Compliance Officer
New Jersey District Office

DATE: 09/02/2021