

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Coastal Clinical and Management Services, Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Coastal Clinical and Management Services, Inc. (CCMS) establishment located at 919 Conestoga Road, Building 3, Suite 110, Bryn Mawr, PA 19010, beginning on September 22, 2021. OFCCP found that CCMS failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its respective implementing regulation at 41 CFR Chapter 60-300.

OFCCP notified CCMS of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on February 24, 2022.

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 CCMS 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 CCMS's 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 CCMS 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 CCMS'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. CCMS 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 CCMS 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 (Section 503) and/or the VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. CCMS and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or the VEVRAA.
5. CCMS 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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.
8. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after CCMS submits its final progress report required in Section IV, below, unless OFCCP notifies CCMS in writing before the expiration date that CCMS 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 CCMS has met all of its obligations under the Agreement.
11. If CCMS violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 (2014) will govern:
    - i. OFCCP will send CCMS a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. CCMS 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 CCMS 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 CCMS, 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. CCMS may be subject to the sanctions set forth in 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
- 12. CCMS does not admit any violation of VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. 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.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. 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.
- 17. 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 1:** During the period March 1, 2020 through February 28, 2021, CCMS failed to advise the employment service delivery system (ESDS) 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 ESDS with the name and address of each of its hiring locations within the state and the contact information for the CCMS official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4.

**Remedy 1:** With its initial listing, and as subsequently needed to update the information, CCMS will advise the ESDS 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 ESDS with the name and address of each of its hiring locations within the state and the contact information for the CCMS 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, CCMS will provide updated information simultaneously with its next job listing.

- 2. **Violation 2:** During the period March 1, 2020 through February 28, 2021, CCMS failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42.

**Remedy 2:** CCMS will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, CCMS will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, CCMS will invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. CCMS may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). CCMS must 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 CFR 60-300.42(e).

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

1. **Recordkeeping.** CCMS 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. Specifically, CCMS must retain documentation of all job listings with the appropriate ESDS and self-identification documentation. 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. CCMS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **CCMS Reports.**

CCMS 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 September 15, 2022, covering the period of March 1, 2022, through August 31, 2022.
- b. Progress Report 2: Due on March 15, 2023, covering the period of September 1, 2022, through February 28, 2023.

Both reports will contain the following:

- a. Documentation of completed self-identification forms demonstrating that CCMS was inviting applicants to voluntarily self-id including the ability to identify as a veteran as required by 41 CFR 60-300.42.
  1. A copy of CCMS's invitation to applicants to self-identify as a protected veteran and the voluntary self-identification form provided to all applicants; and



- ii. A screen capture of the invitation to self-identify as a protected veteran and the voluntary self-identification form provided to all applicants.
- b. Documentation showing CCMS advised the employment service delivery system that it is a federal contractor and that CCMS desires priority referrals of protected veterans for job openings at all locations within the state, and documentation providing the ESDS with the name and address of each of its hiring locations within the state and the contact information for the CCMS official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4.

CCMS will submit reports to District Director Edward J. Rogers at (b) (6), (b) (7)(C)@dol.gov. CCMS 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 CCMS provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and CCMS believes they should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, CCMS will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify CCMS of the FOIA request and provide CCMS 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 CCMS's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify CCMS in writing within sixty (60) days of the date of the final progress report that CCMS 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 CCMS within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines CCMS has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Coastal Clinical Management Services, Inc. located at 919 Conestoga Road, Building 3, Suite 110, Bryn Mawr, PA 19010.

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

Jackie Priadka  
Director of Operations  
Coastal Clinical Management Services, Inc.  
Bryn Mawr, PA

DATE: 3/9/2022

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

Edward J. Rogers  
District Director  
OFCCP- Philadelphia District Office

DATE: March 29, 2022

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

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

Compliance Officer  
OFCCP- Philadelphia District Office

DATE: 3/23/2022