

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Atlantic Emergency Solutions

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Atlantic Emergency Solutions establishment located at 12351 Randolph Ridge Lane, Manassas, VA 20109, beginning on March 4, 2021. OFCCP found that Atlantic Emergency Solutions 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 regulations at 41 C.F.R. Part 60-300.

OFCCP notified Atlantic Emergency Solutions of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 16, 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 Atlantic Emergency Solutions 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 Atlantic Emergency Solutions' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Atlantic Emergency Solutions 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 Atlantic Emergency Solutions' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Atlantic Emergency Solutions 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 Atlantic Emergency Solutions 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. Atlantic Emergency Solutions 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 Atlantic Emergency Solutions submits its final progress report required in Section IV, below, unless OFCCP notifies Atlantic Emergency Solutions in writing before the expiration date that Atlantic Emergency Solutions 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 Atlantic Emergency Solutions has met all of its obligations under the Agreement.
10. If Atlantic Emergency Solutions violates this Agreement:
 - a. The procedures at 60-300.63 will govern:
 - i. OFCCP will send Atlantic Emergency Solutions a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Atlantic Emergency Solutions 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 Atlantic Emergency Solutions 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 Atlantic Emergency Solutions, 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. Atlantic Emergency Solutions 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. Atlantic Emergency Solutions 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 January 1, 2020 through December 31, 2020, Atlantic Emergency Solutions 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: Atlantic Emergency Solutions 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, Atlantic Emergency Solutions shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Atlantic Emergency Solutions shall 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. Atlantic Emergency Solutions 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). Atlantic Emergency Solutions 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).

2. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, Atlantic Emergency Solutions failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

REMEDY: Atlantic Emergency Solutions will document all activities it undertakes to comply with its external outreach and recruitment efforts; and maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

3. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, Atlantic Emergency Solutions failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: Atlantic Emergency Solutions will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

4. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, Atlantic Emergency Solutions failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, Atlantic Emergency Solutions failed to keep the records specified in 60-300.80(b) for three years.

REMEDY: Atlantic Emergency Solutions will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Atlantic Emergency Solutions 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. Atlantic Emergency Solutions will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Atlantic Emergency Solutions agrees to furnish OFCCP with one report during the Monitoring Period, due on January 30, 2023, covering the period of January 1, 2022, through December 31, 2022. The report will contain the following:

- a. For Violations 1 and 4: Documentation to verify that Atlantic Emergency Solutions invited applicants, pre-offer and post-offer, to inform Atlantic Emergency Solutions whether the applicant believes that he or she is a protected veteran who may be covered by the Act. The documentation must include a copy or screenshot of the pre-offer and post-offer invitation to self-identify as a protected veteran.
- b. For Violations 2 and 4: Documentation to verify that Atlantic Emergency Solutions undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of Atlantic Emergency Solutions' AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity, as required by 41 CFR 60-300.44(f)(3); and 3) A copy of Atlantic Emergency Solutions' annual assessment of the totality of its outreach activities, as required by 41 CFR 60-300.44(f)(3). Atlantic Emergency Solutions should note that 41 CFR 60-300.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans.
- c. For Violation 2: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified protected veterans.
- d. For Violations 3 and 4: Documentation of the following computations or comparisons pertaining to applicants and hires, as required by 41 CFR 60-300.44(k):
 - The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
 - The total number of job openings and total number of jobs filled;
 - The total number of applicants for all jobs;
 - The number of protected veteran applicants hired; and
 - The total number of applicants hired.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Atlantic Emergency Solutions, 12351 Randolph Ridge Lane, Manassas, VA 20109.

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

President & CEO
Atlantic Emergency Solutions
Manassas, VA

DATE: 6/23/2022

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

Shanae Moody
District Director
Richmond Area Office – Mid-Atlantic Region

DATE: 06/27/2022

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

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

Compliance Officer
Richmond Area Office – Mid-Atlantic Region

DATE: _____