

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
MCT Express, Inc., successor entity of
Falck SE2 South Florida d/b/a American South Florida

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the MCT Express, Inc. (Contractor) establishment located at 2766 NW 62 Street, Miami Florida beginning on December 8, 2020. Contractor is successor entity of Falck SE2 South Florida d/b/a American South Florida located at 6605 NW 74th Avenue, Miami, Florida. OFCCP found that Contractor failed to comply with 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), and 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 Chapter 60.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on December 15, 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 Contractor 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 Contractor's 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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor'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. Contractor 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 Contractor 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. Contractor 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 will 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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Contractor will 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 Contractor 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 Contractor, 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. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Contractor 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 will 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, will 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:** Contractor failed to file Standard Form 100 (EEO-1 Report), as required by 41 CFR 60-1.7(a)(1).

Remedy: On December 2, 2022, Contractor agreed to file a 2022 EEO-1 Report during the 2023 reporting period. Contractor will continue to file annually, on or before September 30th, a complete and accurate EEO-1 Report, as required by 41 CFR 60-1.7(a)(1).

- 2. **Violation:** During the period March 1, 2019 through October 31, 2020, Contractor failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR 60-2.17(b). Specifically, Contractor failed to identify as a problem area incomplete and unreliable records of applicants including its failure to identify, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as

defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c)(1)(ii). This problem prevented Contractor from completing accurate analyses of personnel activity to determine whether there are selection disparities, as required by 41 CFR 60-2.17(b)(2), 41 CFR 60-3.4, and 41 CFR 60-3.15A(2).

Remedy: Contractor will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR 60-2.17(b). Contractor will collect, maintain, and have available for each job, accurate records or other information showing whether the total selection process for that job has an adverse impact. Contractor will maintain records concerning impact by sex and the race/ethnicity groups described at 41 CFR 60-3.4B or Form EEO-1 categories, in accordance with identification of record regulations at 41 CFR 60-1.12(c). Contractor will make adverse impact determinations at least annually for each such group which constitutes at least 2 percent of the labor force in the relevant labor area or 2 percent of the applicable workforce. When the total selection process for a job has an adverse impact, Contractor will maintain and have available records or other information showing which components have an adverse impact, including one or more of the types of documentation of validity evidence identified in 41 CFR 60-3.15A(3)(a).

3. **Violation:** During the period March 1, 2019 through October 31, 2020, Contractor 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: Contractor will 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 Contractor, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Contractor will also 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, Contractor shall provide updated information simultaneously with its next job listing.

4. **Violation:** Contractor's VEVRAA and Section 503 affirmative action programs (AAPs) failed to include all the required contents, as required by 41 CFR 60-300.44 and 41 CFR 60-741.44. Specifically, Contractor's AAPs failed to include the review of personnel processes element described in 41 CFR 60-300.44(b) and 41 CFR 60-741.44(b).

Remedy: Contractor will include the review of personnel processes element described in 41 CFR 60-300.44(b) and 41 CFR 60-741.44(b) in its VEVRAA and Section 503 AAPs, as required by 41 CFR 60-300.44 and 41 CFR 60-741.44.

5. **Violation:** During the period March 1, 2019 through October 31, 2020, Contractor failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans and individuals with disabilities, in violation of 41 CFR 60-300.44(f)(1)(i) and 41 CFR 60-741.44(f)(1)(i).

Remedy: Contractor will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2) and 41 CFR 60-741.44(f)(2).

6. **Violation:** During the period March 1, 2019 through October 31, 2020, Contractor failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans and individuals with disabilities as required by 41 CFR 60-300.44(f)(3) and 41 CFR 60-741.44(f)(3).

Remedy: Contractor will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3) and 41 CFR 60-741.44(f)(3). The assessments will include Contractor's review of the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans and individuals with disabilities. Contractor will document each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and Contractor's conclusion as to whether each effort was effective. Among these criteria will be the data collected pursuant to 41 CFR 60 300.44(k) and 41 CFR 60 741.44(k) for the current year and the two most recent previous years. If Contractor concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans and individuals with disabilities, it will identify and implement alternative efforts in order to fulfill its obligations.

IV. OFCCP Monitoring Period

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

2. Contractor Reports.

- a. Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period.

Progress Report 1: Due on August 15, 2023 covering the period of January 1, 2023 through June 30, 2023.

Progress Report 2: Due on February 15, 2024 covering the period of July 1, 2023 through December 31, 2023.

- b. Each report will contain the following documentation for the covered period:
1. To document implementation of remedy 1 in section III above, a copy of the most recent EEO-1 report.
 2. To document implementation of remedy 2 in section III above,
 - a. A copy of Contractor's Executive Order 11246 Affirmative Action Program (AAP) Identification of Problem Areas and Action Oriented Programs for the current AAP update, including the results of Contractor's monitoring of applicant and hire information for accuracy and selection disparities and any corrective action planned or taken.
 - b. A log of all expressions of interest for all positions filled by hire and promotion during the covered period, including race/ethnicity, gender, job title, job group, Internet Applicant status (as defined at 41 CFR 60-1.3), offer and hire status. Contractor will provide applicant-specific data and copies of applications upon request.
 3. To document implementation of remedy 3 in section III above, 1) a list of all employment openings, except executive and senior management, those positions that were filled from within the Contractor's organization, and positions lasting three days or less, and 2) evidence that Contractor listed the employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurred.
 4. To document implementation of remedy 4 in section III above, a copy of Contractor's VEVRAA and Section 503 Review of Personnel Processes.
 5. To document implementation of remedies 5 and 6 in section III above, a copy of Contractor's VEVRAA and Section 503 Assessment of Outreach and Recruitment Efforts.
- c. Contractor will submit reports to District Director E. Michelle Hernandez at (b) (6), (b) (7)(C)@dol.gov and Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov.

- d. Contractor 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 Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Contractor of the FOIA request and provide Contractor 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 will remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Contractor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and MCT Express, Inc., 2766 NW 62 Street, Miami, Florida.

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

Ray Gonzalez
President
MCT Express, Inc.
Miami, FL

DATE: 12/16/22

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

E. Michelle Hernandez
District Director
Southeast Region

DATE: 12/19/2022

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

Compliance Officer
Southeast Region

DATE: 12/19/2022