

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Microbiologique, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Microbiologique, Inc. (Microbiologique) establishment located at 8315 Lake City Way NE, Seattle, WA 98115, beginning on September 1, 2022. OFCCP found that Microbiologique failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or 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 60-300 and 60-741.

OFCCP notified Microbiologique of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 3, 2023.

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 Microbiologique 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 Microbiologique's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order (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 Microbiologique 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 Microbiologique'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. Microbiologique 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 Microbiologique 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. Microbiologique 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 Microbiologique submits its final progress report required in Section IV, below, unless OFCCP notifies Microbiologique in writing before the expiration date that Microbiologique 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 Microbiologique has met all of its obligations under the Agreement.
 10. If Microbiologique 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 Microbiologique a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Microbiologique 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 Microbiologique 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 Microbiologique, 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. Microbiologique 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. Microbiologique 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 1:** During the period January 1, 2021 through June 30, 2022, Microbiologique failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in accordance with the requirements of 41 CFR 60-300.44(f). Specifically, Microbiologique failed to undertake outreach during the review period for protected veterans.

Remedy 1: Microbiologique will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f) 2.

Microbiologique 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). Microbiologique will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

At a minimum, Microbiologique will direct its recruitment efforts to the following entities:

(b) (7)(C) Employment Navigator
King County Veterans Program Office
Phone: (206) 263-(b) (7)(C)
E-mail: (b) (7)(C)@kingcounty.gov

(b) (7)(C) Employment Coordinator
US Department of Veterans Affairs
Phone: (800) 698-(b) (7)(C)
E-mail: (b) (7)(C)@va.gov

2. **Violation 2:** During the period January 1, 2021 through June 30, 2022, Microbiologique failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in accordance with the requirements of 41 CFR 60-741.44(f). Specifically, Microbiologique failed to undertake outreach during the review period for individuals with disabilities.

Remedy 2: Microbiologique will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)

Microbiologique 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). Microbiologique will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4). On November 11, 2022, Microbiologique mentioned they are looking into partnering with Cares of Washington Employer Services.

At a minimum, Microbiologique will direct its recruitment efforts to the following entity:

(b) (7)(C) Employment Specialist
Cares of WA
Phone: (425) 418-(b) (7)(C)
E-mail: (b) (7)(C)@caresofwa.org

IV. OFCCP Monitoring Period

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

2. **Microbiologique Report.**

Microbiologique agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report: Due on March 1, 2024 covering the period of January 1, 2023 through December 31, 2023.

Pursuant to Remedy 1 and 2:

- A. Documentation demonstrating that Microbiologique has engaged in appropriate outreach and positive recruitment efforts targeting each protected veterans and individuals with disabilities, which may include such items as job fair participation, university recruitment, online job postings, monthly networking event, brown bag lunch information sessions, employer staff briefing events, hosting hiring events, and other contractor activities, events and participations;
- B. A list of all of Microbiologique's outreach and positive recruitment activities for each protective veterans and individuals with disabilities;
- C. An assessment of the effectiveness of each of Microbiologique's outreach and positive recruitment activities for each protected veterans and individuals with disabilities;
- D. An annual assessment of the effectiveness of the totality of Microbiologique's outreach efforts;
- E. List of positions opened during the reporting period.

Microbiologique will submit the report to Quanda Evans, Assistant District Director, 300 Fifth Avenue, Suite 1100, Seattle, WA 98104, (b) (7)(C), (b) (6)@dol.gov. Microbiologique 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 Microbiologique provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Microbiologique believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Microbiologique will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Microbiologique of the FOIA request and provide Microbiologique 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 Microbiologique's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Microbiologique in writing within sixty (60) days of the date of the final progress report that Microbiologique 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 Microbiologique within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Microbiologique has met all of its obligations under the Agreement.

//

//

//

//

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Microbiologique, Inc., 8315 Lake City Way NE, Seattle, WA 98115.

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

Dalia Alfi
CEO
Microbiologique, Inc.
Seattle, WA

DATE: 1.18.2023

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

Leigh D. Jones
District Director
Seattle District Office
Office of Federal Contract Compliance Programs
Pacific Region

DATE: 1/19/2023

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

Quanda Evans
Assistant District Director
Seattle District Office
Office of Federal Contract Compliance Programs
Pacific Region

DATE: 1/19/2023