

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the establishment of Antech Diagnostics, Inc. (Antech) located at 2601 West 22nd Street, Oak Brook, IL, beginning on November 30, 2021. OFCCP found that Antech failed to comply with 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 60-741.42, 41 CFR 60-741.44(f), 41 CFR 60-300.42, and 41 CFR 60-300.44.

OFCCP notified Antech of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 10, 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 Antech 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 Antech's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Antech 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 Antech'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. Antech 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 Antech of its obligation to fully comply with the requirements of Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Antech 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 Antech submits its final progress report required in Section IV, below, unless OFCCP notifies Antech in writing before the expiration date that Antech 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 Antech has met all of its obligations under the Agreement.
10. If Antech violates this Agreement:
 - a. The procedures at 41 CFR 60-741.42, 41 CFR 60-741.44, 41 CFR 60-300.42, and 41 CFR 60-300.44 will govern:
 - i. OFCCP will send Antech a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Antech 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 Antech 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 Antech, 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. Antech 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. Antech does not admit any violation of 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 September 30, 2021, Antech Diagnostics, Inc., failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, the Antech failed to invite self-identification pre-offer and post-offer.

REMEDY: Antech Diagnostics, Inc., shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Antech Diagnostics, Inc., shall invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Antech Diagnostics, Inc., shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Antech Diagnostics, Inc., shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this

invitation again at five-year intervals, thereafter. At least once during each interval, Antech Diagnostics, Inc., shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Antech Diagnostics, Inc., 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 60-741.42(e).

2. **VIOLATION:** The Section 503 AAP of Antech Diagnostics, Inc., failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, the Section 503 AAP failed to include the external EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f).

REMEDY: Antech Diagnostics, Inc., must include the internal EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f) in its Section 503 AAP, as required by 41 CFR 60-741.44.

3. **VIOLATION:** During the period January 1, 2021, through September 30, 2021, Antech Diagnostics, Inc., 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: Antech Diagnostics, Inc., shall 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, Antech Diagnostics, Inc., shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Antech Diagnostics, Inc., 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. Antech Diagnostics, Inc., 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). Antech Diagnostics, Inc., 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).

4. **VIOLATION:** The VEVRAA AAP of Antech Diagnostics, Inc., failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, the VEVRAA AAP failed to include the external EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f).

REMEDY: Antech Diagnostics, Inc., must include the internal EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

IV. OFCCP Monitoring Period

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

- A. Schedule and Instructions. Antech will submit the documents and progress report described below to OFCCP Chicago District Compliance Officer (b) (6), (b) (7)(C) Jr., at (b) (6), (b) (7)(C)@dol.gov.

Antech agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report will be due on March 15, 2024, and cover the period from the effective date of this Agreement through January 31, 2024.

Progress Report 1 shall include:

Pursuant to Violation 1:

- (i) Evidence that Antech invited both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website).

Pursuant to Violation 2:

- (ii) Evidence of internal EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f) in its Section 503 AAP, as required by 41 CFR 60-741.44.

Pursuant to Violation 3:

- (iii) Evidence that Antech invited 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, Antech shall invite applicants for employment, prior to an offer employment, to voluntarily identify as a protected veteran. Additionally, Antech 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 he or she is a protected veteran.

Pursuant to Violation 4:

- (iv) Evidence of internal EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Antech Diagnostics, Inc., 2601 West 22nd Street, Oak Brook, IL 60523.

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

Gina Lindell
Vice President & General Counsel
VCA

DATE: January 26, 2023

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

Karen D. Wallace
District Director
Midwest Region

DATE:

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

Compliance Officer
Midwest Region

DATE: _____