

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

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the CBLPath, Inc. 760 Westchester Avenue Rye Brook, NY 10573, beginning on December 18, 2020. OFCCP found that CBLPath, Inc. failed to comply with 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 CBLPath, Inc. of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on June 21, 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 CBLPath, Inc. 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 CBLPath, Inc.'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 CBLPath, Inc. 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 CBLPath, Inc.'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. CBLPath, Inc. 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 CBLPath, Inc. of its obligation to fully comply with the requirements of VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. CBLPath, Inc. 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 Rubayyi Salaam.
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 CBLPath, Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies CBLPath, Inc. in writing before the expiration date that CBLPath, Inc. 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 CBLPath, Inc. has met all its obligations under the Agreement.
10. If CBLPath, Inc. violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.44 (c)(1) will govern:
    - i. OFCCP will send CBLPath, Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The CBLPath, Inc. 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 CBLPath, Inc. 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 CBLPath, Inc., 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. CBLPath, Inc. may be subject to the sanctions set forth in 41 C.F.R. 60-300.44 (c)(1) and/or other appropriate relief for violating this Agreement.

11. CBLPath, Inc. 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 review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPATH INC's AAP failed to include the policy statement element described in 41 CFR 60-300.44(a).

**REMEDY:** CBLPath, Inc. must include the policy statement element described in 41 CFR 60-300.44(d) in its VEVRAA AAP, as required by 41 CFR 60–300.44.

2. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to include the review of personnel processes element described in 41 CFR 60-300.44(b).

**REMEDY:** CBLPath, Inc. must include the review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41 CFR 60–300.44.

3. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required



by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to provide a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

**REMEDY:** CBLPath, Inc. must include in its VEVRAA AAP a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

4. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to include the harassment element described in 41 CFR 60-300.44(e).

**REMEDY:** CBLPath, Inc. must include the harassment element described in 41 CFR 60-300.44(e) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

5. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to include the external EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f).

**REMEDY:** CBLPath, 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.

6. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to include the internal EEO policy dissemination element described in 41 CFR 60-300.44(g).

**REMEDY:** CBLPath, Inc. must include the internal EEO policy dissemination element described in 41 CFR 60-300.44(g) in its VEVRAA AAP, as required by 41 CFR 60-

300.44.

7. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to include the audit and reporting system element described in 41 CFR 60-300.44(h).

**REMEDY:** CBLPath, Inc. must include the audit and reporting system element described in 41 CFR 60-300.44(h) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

8. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to include a statement that identifies the person(s) designated to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR 60-300.44(i).

**REMEDY:** CBLPath, Inc. must include a statement in its VEVRAA AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its VEVRAA AAP, as required by 41 CFR 60-300.44(i).

9. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to include the training element described in 41 CFR 60-300.44(i).

**REMEDY:** CBLPath, Inc. must include the training element described in 41 CFR 60-300.44(j) in its VEVRAA AAP, as required by 41 CFR 60-300.44(i).

10. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

**REMEDY:** CBLPath, Inc. must include the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

11. **VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc. failed to document the hiring benchmark it established; established a hiring benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2),

but failed to document its methodology; failed to maintain hiring benchmark records for three years, as required in 41 CFR 60-300.45(c).

**REMEDY:** CBLPath, Inc. must establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). CBLPath, Inc. must document its hiring benchmark, and, if CBLPath, Inc. sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it must and will also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. CBLPath, Inc. must retain these records for three years, as required by 41 CFR 60-300.45(c).

**12. VIOLATION:** During the review period January 1, 2020, through December 31, 2020, CBLPath, Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, CBLPath, Inc.'s AAP failed to include the reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d).

**REMEDY:** CBLPath, Inc. must include the reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

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

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

2. **CBLPath, Inc. Reports.**

CBLPath, Inc. 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 July 31, 2023, covering the period of January 1, 2023, through June 30, 2023. This report will include:

- i. Documentation on the policy statement element described in 41 CFR 60-300.44(d) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- ii. Documentation on the review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- iii. Documentation on its VEVRAA AAP a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).
- iv. Documentation on the harassment element described in 41 CFR 60-300.44(e) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- v. Documentation on 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.
- vi. Documentation on the internal EEO policy dissemination element described in 41 CFR 60-300.44(g) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- vii. Documentation on the audit and reporting system element described in 41 CFR 60-300.44(h) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- viii. Documentation that shows the statement in its VEVRAA AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its VEVRAA AAP, as required by 41 CFR 60-300.44(i).
- ix. Documentation on the training element described in 41 CFR 60-300.44(j) in its VEVRAA AAP, as required by 41 CFR 60-300.44(i).
- x. Documentation on the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- xi. Documentation that shows establishment of a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). Documentation of its hiring benchmark, and documentation of each factor that it considered in establishing its benchmark and the relative significance it accorded to each one.
- xii. Documentation on the reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d) in its VEVRAA AAP, as required by 41 CFR 60-300.44.



- b. Progress Report 2: Due on January 31, 2024, covering the period of July 1, 2023, through December 31, 2023. This report will include the same 15 documentation requests listed above in Progress Report 1.

CBLPath, Inc. will submit reports to Compliance Officer (b) (6), (b) (7)(C) or 26 Federal Plaza RM 36-116 New York, NY 10278. CBLPath, Inc. 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 CBLPath, Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the CBLPath, Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, CBLPath, Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify CBLPath, Inc. of the FOIA request and provide CBLPath, Inc. 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 CBLPath, Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify CBLPath, Inc. in writing within sixty (60) days of the date of the final progress report that CBLPath, Inc. has not fulfilled all 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 CBLPath, Inc. within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines CBLPath, Inc. has met all its obligations under the Agreement.



## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CBLPath, Inc., 760 Westchester Avenue Rye Brook, NY 10573.

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

Dawn C. Gardner  
Vice President, Human Resources  
CBLPath, Inc.  
Rye Brook, NY

DATE: 1/11/2023

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

Rubayyi Salaam  
District Director  
Northeast Region & Caribbean Field Station

DATE: 2/1/2023

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

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

Compliance Officer  
Northeast Region

DATE: 01/13/2023