

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Universal Consulting Services, Inc. (UCS) establishment located at 3975 Fair Ridge Drive Suite 400 S, Fairfax, VA 22033, beginning on July 14, 2022. OFCCP found that UCS failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its respective implementing regulations at 41 C.F.R. 60-1 through 60-3.

OFCCP notified UCS of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on March 17, 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 UCS 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 UCS'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 violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if UCS 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 UCS'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. UCS 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 UCS 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. UCS 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 UCS submits its final progress report required in Section IV, below, unless OFCCP notifies UCS in writing before the expiration date that UCS 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 UCS has met all of its obligations under the Agreement.
10. If UCS violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send UCS a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. UCS 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 UCS 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 UCS, 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. UCS may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
11. UCS 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 OFCCP.
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 March 1, 2021, through October 27, 2022, UCS failed to maintain and/or have available records showing 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).

Remedy 1: On October 28, 2022, UCS confirmed to OFCCP that it began maintaining and/or having available records showing 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).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** UCS 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. Specifically, UCS must retain records showing the gender, race, and ethnicity of each employee; and 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). 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. UCS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

UCS 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 April 30, 2024, covering the period of March 1, 2023 through February 28, 2024.
Documentation of records showing the gender, race, and ethnicity of each applicant or Internet Applicant. UCS will provide applicant flow log delineated by name, race/ethnicity, gender, application date, job group, job title, and whether the applicant was hired or offered the position. The applicant flow log should be sufficient to run adverse impact calculations to identify adverse impact overall, and if adverse impact is found, to identify the components of the selection process causing the adverse impact.
- b. Documentation of proof displaying those employees who reported to the 3975 Fair Ridge Drive Suite 400, Fairfax, VA 22033 establishment during the review period of March 1, 2021 through February 28, 2022 are covered in an AAP.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Universal Consulting Services, Inc. 3100 Clarendon Boulevard, Suite 850, Arlington, VA 22201.

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

Jennifer Reed
Chief Administrative Officer
Universal Consulting Services
Arlington, VA 22201

DATE: June 7, 2023

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

Queena Villere
District Director
Mid-Atlantic Region

DATE: June 9, 2023

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

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

Compliance Officer
Mid-Atlantic Region

DATE: June 9, 2023

