

**Conciliation Agreement
Between
The U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Huntsville Rehabilitation Foundation, Inc. dba Phoenix
2939 Johnson Road
Huntsville, Alabama 35805**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Huntsville Rehabilitation Foundation, Inc. dba Phoenix's (Phoenix) facility located 2939 Johnson Road, Huntsville, Alabama 35805 and found that Phoenix was not in compliance with Executive Order 11246, as amended ("E.O.11246") and its respective implementing regulations. OFCCP notified Phoenix of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on February 9, 2024. 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 Phoenix 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 Phoenix's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Phoenix 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 Phoenix'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. Phoenix 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 Phoenix 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. Phoenix 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 of the Birmingham District Office (the "Effective Date") unless the Regional Director of the Southeast Region indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
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 Phoenix submits its final progress report required in Section IV, below, unless OFCCP notifies Phoenix in writing before the expiration date that Phoenix 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 Phoenix has met all of its obligations under the Agreement.
10. If Phoenix violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, will govern:
 - i. OFCCP will send Phoenix a written notice stating the alleged violation and summarizing any supporting evidence.
 - ii. Phoenix 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 Phoenix 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 Phoenix, 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. Phoenix 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. Phoenix 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. Nothing herein is intended to relieve Phoenix from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistances Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations. In addition, this Conciliation Agreement in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>), which became effective on March 24, 2014.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. 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 Violation and Remedy

Violation: For the period August 1, 2021 through July 31, 2022, Huntsville Rehabilitation Foundation, Inc. dba Phoenix failed to maintain and/or have available 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).

Remedy: Huntsville Rehabilitation Foundation, Inc. dba Phoenix will maintain and/or have available 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).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Phoenix agrees to retain all records relevant to the violation cited in Section III above and the report submitted in compliance with Paragraph 2, below. Specifically, Phoenix must retain applicant and hire data. These records should also 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. Phoenix will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Phoenix Progress Reports.**

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

a. **Progress Report:** Due on April 1, 2025 covering the period from the effective date of this agreement through February 28, 2025.

Pursuant to violation: All expressions of interest, whether paper or electronic, seeking employment during the applicable progress reporting period (electronically in MS Excel if possible). This list will include but not be limited to the following:

Name, Race/Ethnicity, Gender, Date candidate expressed interest in employment, Job title candidate expressed interest in, Date of hire, Job title at hire and Date of interview, if applicable. If not hired, detailed reason for rejection.

Phoenix will submit reports to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@dol.gov. Phoenix 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 Phoenix provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Phoenix believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Phoenix will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Phoenix of the FOIA request and provide Phoenix an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Huntsville Rehabilitation Foundation, Inc. dba Phoenix.

David

David Perez

President/CEO

Huntsville Rehabilitation

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

DATE: _____

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

Christopher D. Williams
District Director
Birmingham District Office

DATE: 02/23/24

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

Birmingham District Office

DATE: 02/23/24

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

Birmingham District Office

DATE: 02/23/24