

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Ops Tech Alliance

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Ops Tech Alliance (Contractor) 600 Cleveland Street Suite 212, Clearwater FL, 33755, beginning on July 27, 2023. OFCCP found that Ops Tech Alliance failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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 C.F.R. § Chapter 60 due to the specific violations cited in Part II below.

OFCCP notified Ops Tech Alliance of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on April 23, 2024, and, in a Show Cause Notice SCN issued on September 7, 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 Ops Tech Alliance 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 Ops Tech Alliance'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(s) alleged in the NOV and SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Ops Tech Alliance 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 Ops Tech Alliance'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. Ops Tech Alliance 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 Ops Tech Alliance 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. Ops Tech Alliance 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 Edward J. Rogers (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 Ops Tech Alliance submits its final progress report required in Section IV, below, unless OFCCP notifies Ops Tech Alliance in writing before the expiration date that Ops Tech Alliance 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 Ops Tech Alliance has met all of its obligations under the Agreement.
10. If Ops Tech Alliance 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 Ops Tech Alliance a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Ops Tech Alliance 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 Ops Tech Alliance 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 Ops Tech Alliance, 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. Ops Tech Alliance 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. Ops Tech Alliance 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:** Ops Tech Alliance failed to develop and maintain an acceptable written Executive Order 11246 AAP, as required by 41 CFR 60-1.40.

REMEDY: Ops Tech Alliance will develop and maintain an acceptable written Executive Order 11246 AAP, as required by 41 CFR 60-1.40.

- 2. **VIOLATION:** During the period January 1, 2023, through December 31, 2023, Ops Tech Alliance failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, Ops Tech Alliance failed to maintain records on its applicants, hires, promotions and terminations by specific job title and job group. Ops Tech Alliance also failed to maintain acceptable employee-level compensation data for all employees.

REMEDY: Ops Tech Alliance will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Ops Tech

Alliance has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a).

- 3. VIOLATION:** Ops Tech Alliance failed to preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

REMEDY: Ops Tech Alliance will preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

- 4. VIOLATION:** Ops Tech Alliance failed to develop and maintain an acceptable VEVRAA AAP, as required by 41 CFR 60-300.44.

REMEDY: Ops Tech Alliance will develop and maintain an acceptable VEVRAA AAP, as required by 41 CFR 60-300.44.

- 5. VIOLATION:** During the period January 1, 2023 through December 31, 2023, Ops Tech Alliance failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

REMEDY: Ops Tech Alliance will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Ops Tech Alliance, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Ops Tech Alliance will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Ops Tech Alliance shall provide updated information simultaneously with its next job listing.

- 6. VIOLATION:** Ops Tech Alliance failed to develop and maintain an acceptable Section 503 AAP, as required by 41 CFR 60-741.44.

REMEDY: Ops Tech Alliance will develop and maintain an acceptable Section 503 AAP, as required by 41 CFR 60-741.44.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Ops Tech Alliance 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. Ops Tech Alliance will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**
Ops Tech Alliance agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

Ops Tech Alliance LLC agrees to furnish OFCCP with two (2) reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. **The first report will be due on January 31, 2025, and will cover the period of January 1, 2024, through December 31, 2024,**
- b. **The second report will be due on January 30, 2026, and will cover the period of January 1, 2025, through December 31, 2025,**

Each report will include the following:

- A. A copy of Ops Tech Alliance LLC current Executive Order 11246 Affirmative Action Program (AAP) prepared in accordance with the requirements of 41 CFR §§ 60-1.40 and 60-2.1 through 60-2.17;
- B. A copy of Ops Tech Alliance LLC current Section 503 AAP prepared in accordance with the requirements of 41 CFR §§ 60-741.40 through 60-741.47;
- C. A copy of Ops Tech Alliance LLC current VEVRAA AAP prepared in accordance with the requirements of 41 CFR §§ 60-300.40 through 60-300.45; and

Executive Order 11246

1. An organizational display or workforce analysis prepared according to 41 CFR § 60-2.11.
2. The formation of job groups (covering all jobs) consistent with criteria given in 41 CFR § 60-2.12.
3. For each job group, a statement of the percentage of minority and female incumbents as described in 41 CFR § 60-2.13.

4. For each job group, a determination of minority and female availability pursuant to 41 CFR § 60-2.14.
5. For each job group, the comparison of incumbency to availability as explained in 41 CFR § 60-2.15.
6. Placement goals for each job group in which the percentage of minorities or women employed is less than would be reasonably expected given their availability as described in 41 CFR § 60-2.16.
7. Pursuant to 41 CFR § 60-2.17(c), provide documentation demonstrating the development and execution of action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 60-2.17(b). The documentation should cover action-oriented programs addressing problems areas identified for the immediately preceding AAP year.

Section 503

8. Documentation of appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities, and an assessment of the effectiveness of these efforts as provided in 41 CFR § 60-741.44(f).
 - a. This includes documentation of all activities undertaken to comply with the obligations at 41 CFR § 60-741.44(f), the criteria used to evaluate the effectiveness of each effort, and whether you found each effort to be effective.
 - b. The documentation should also indicate whether you believe the totality of your efforts were effective.
 - c. In the event the totality of your efforts were not effective in identifying and recruiting qualified individuals with disabilities, provide detailed documentation describing your actions in implementing and identifying alternative efforts, as provided in 41 CFR § 60-741.44(f)(3).
9. Documentation of all actions taken to comply with the audit and reporting system requirements described in 41 CFR § 60-741.44(h).
10. Documentation of the computations or comparisons described in 41 CFR § 60-741.44(k) for the immediately preceding AAP year. Specifically:
 - a. The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
 - b. The total number of job openings and total number of jobs filled;
 - c. The total number of applicants for all jobs;

- d. The number of applicants with disabilities hired; and
 - e. The total number of applicants hired.
11. The utilization analysis evaluating the representation of individuals with disabilities in each job group, or, if appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole, as provided in 41 CFR § 60-741.45.
- a. If any underutilization of individuals with disabilities is identified, provide a description of the steps taken to determine whether and where impediments for equal employment opportunity exist in accordance with 41 CFR § 60-741.45(e).
 - b. Pursuant to 41 CFR § 60-741.45(e) and (f), this description shall include your assessment of personnel processes, the effectiveness of your outreach and recruitment efforts (if different than Item 8), the results of your affirmative action program audit, any other areas that might affect the success of the affirmative action program, and a description of action-oriented programs developed and executed to correct any identified problem areas.
 - c. Provide this information for the immediately preceding AAP year.

VEVRAA

12. Documentation of appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans, and an assessment of the effectiveness of these efforts as provided in 41 CFR § 60-300.44(f).
- a. This includes documentation of all activities undertaken to comply with the obligations at 41 CFR § 60-300.44(f), the criteria used to evaluate the effectiveness of each effort, and whether you found each effort to be effective.
 - b. The documentation should also indicate whether you believe the totality of your efforts were effective.
 - c. In the event the totality of your efforts were not effective in identifying and recruiting qualified protected veterans, provide detailed documentation describing your actions in implementing and identifying alternative efforts, as provided in 41 CFR § 60-300.44(f)(3).
13. A list of all employment openings that occurred during the reporting period to include: 1) Documentation to confirm these openings were listed with the appropriate ESDS (state workforce agency or local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to Ops Tech Alliances; 2) In the first report, documentation that Ops Tech Alliances advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referral of protected veterans for job openings at all locations within the state; and 3) In the first report, documentation to confirm that, in its initial listing, Ops Tech Alliances

provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the Ops Tech Alliances official responsible for hiring at each location. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the information in the disclosures change since it was reported to the ESDS, Ops Tech Alliances shall provide updated information simultaneously with its next job listing.

14. Documentation of all actions taken to comply with the audit and reporting system requirements described in 41 CFR § 60-300.44(h).
15. Documentation of the computations or comparisons described in 41 CFR § 60-300.44(k) for the immediately preceding AAP year. Specifically:
 - a. The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
 - b. The total number of job openings and total number of jobs filled;
 - c. The total number of applicants for all jobs;
 - d. The number of protected veteran applicants hired; and
 - e. The total number of applicants hired.
16. Documentation of the hiring benchmark adopted, and the methodology used to establish it if using the five factors described in 41 CFR § 60-300.45(b)(2) for the current AAP year.

Support Data

17. Data on your employment activity (applicants, hires, promotions, terminations, and incumbency) for the immediately preceding AAP year. You should present this data by job group (as defined in your AAP) or by job title.¹
 - a. Applicants: For each job group or job title, this analysis must consist of the total number of applicants identified by gender and by race/ethnicity.² For each job group or job title, applicants for whom race and/or gender is not known should be included in the data submitted. However, if some of your job groups or job titles (most commonly, entry-level) are filled from the same applicant pool, you may consolidate your applicant data for those job groups or titles. For example, where applicants expressly apply for or would qualify for a broad spectrum of jobs (such

¹ 41 CFR §§ 60-1.12, 60-2.11 to 2.12, 60-2.17(b)(2) and (d)(1), 60-3.4, and 60-3.15.

² The term “race/ethnicity” as used throughout the Itemized Listing includes these racial and ethnic groups: African-American/Black, Asian/Pacific Islander, Hispanic, American Indian/Alaskan Native, and White. You also have the option of submitting the requested data using the race and ethnic categories on the EEO-1 Report.

as “Production,” “Office,” *etc.*) that includes several job groups, you may consolidate applicant data.

- b. Hires: For each job group or job title, this analysis must consist of the total number of hires identified by gender and race/ethnicity.
- c. Promotions: Provide documentation that includes established policies and describes practices related to promotions.

Additionally, for each job group or job title, provide the total number of promotions by gender and race/ethnicity. Where the contractor maintains data on whether the promotion is competitive or non-competitive, it may also provide this information in its submission.

- d. Terminations: For each job group or job title, provide the total number of employee terminations by gender and race/ethnicity. When presenting terminations by job title, also include the department and job group from which the person(s) were terminated.
- e. For each job title or job group, provide the total number of employees, by gender and race/ethnicity, as of the start of the immediately preceding AAP year.

18. Employee level compensation data for all employees (including but not limited to full-time, part-time, contract, per diem or day labor, and temporary employees) as of (1) the date of the organizational display or workforce analysis and (2) as of the date of the prior year’s organizational display or workforce analysis. For each snapshot, provide a single file that contains for each employee, at a minimum, employee name or numerical ID, gender, race/ethnicity, hire date, job title, EEO-1 Category and job group.³ If the requested data is maintained in an accessible electronic format, please provide it electronically.

Additionally, for each employee, provide the following information, as applicable. If the contractor does not maintain any of these items, please note that in your submission:

- a. Base salary and/or wage rate, annualized base compensation, and hours worked in a typical workweek. Other compensation or adjustments to salary such as, but not limited to, bonuses, incentives, commissions, merit increases, locality pay or overtime shall also be identified separately for each employee.
- b. Provide relevant data on the factors used to determine employee compensation such as education, experience, time in current position, duty location, geographical differentials, performance ratings, department or function, job families and/or subfamilies, and salary level/band/range/grade.

- c. Provide documentation and policies related to the contractor’s compensation practices, including those that explain the factors and reasoning used to determine compensation (*e.g.*, policies, guidance, or trainings regarding initial compensation decisions, compensation adjustments, the use of salary history in setting pay, job architecture, salary calibration, salary benchmarking, compensation review and approval, *etc.*).
19. Information on your E.O. 11246 affirmative action goals for the immediately preceding AAP year. This report must include information that reflects:
1. Job group representation at the start of the AAP year (*i.e.*, total incumbents, total minority incumbents, and total female incumbents);
 2. The placement goals established for minorities and women at the start of the AAP year; and
 3. the actual number of placements (hires plus promotions) made during the AAP year into each job group with goals (*i.e.*, total placements, total minority placements, and total female placements). For all placement goals not attained, describe the specific good faith efforts made to remove identified barriers, expand equal employment opportunity, and produce measurable results.
20. Identify and provide information and documentation of policies, practices, or systems used to recruit, screen, and hire, including the use of artificial intelligence, algorithms, automated systems or other technology-based selection procedures.
21. Documentation that Ops Tech Alliances’ has satisfied its obligation to evaluate its “compensation system(s) to determine whether there are gender-, race-, or ethnicity-based disparities,” as part of the contractor’s “in-depth analyses of its total employment process” required by 41 CFR 60-2.17(b)(3). Include documentation that demonstrates at least the following:
- a. When the compensation analysis was completed;
 - b. The number of employees the compensation analysis included and the number and categories of employees the compensation analysis excluded;
 - c. Which forms of compensation were analyzed and, where applicable, how the different forms of compensation were separated or combined for analysis (*e.g.*, base pay alone, base pay combined with bonuses, *etc.*);
 - d. That compensation was analyzed by gender, race, and ethnicity; and
 - e. The method of analysis employed by the contractor (*e.g.*, multiple regression analysis, decomposition regression analysis, meta-analytic tests of z-scores,

compa-ratio regression analysis, rank-sums tests, career-stall analysis, average pay ratio, cohort analysis, *etc.*).

22. Copies of reasonable accommodation policies, and documentation of any accommodation requests received and their resolution, if any, for the immediately preceding AAP year.
23. Copies of equal employment opportunity (EEO) policies, including antiharassment policies, policies on EEO complaint procedures, and policies on employment agreements that impact employees' equal opportunity rights and complaint processes (*e.g.*, policies on arbitration agreements). Please provide this information for policies in place for the immediately preceding AAP year.
24. The contractor's most recent assessment of its personnel processes, as required by 41 CFR §§ 60-300.44(b) and 60-741.44(b). This assessment shall include, at a minimum, a description of the assessment, any impediments to equal employment opportunity identified through the assessment, and any actions taken, including modifications made or new processes added, as a result of the assessment.
25. The contractor's most recent assessment of its physical and mental qualifications, as required by 41 CFR §§ 60-300.44(c) and 60-741.44(c), including the schedule of the assessment and any actions taken or changes made as a result of the assessment.

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

SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Ops Tech Alliance 600 Cleveland Street, Suite 212, Clearwater FL, 33755.

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

Euripides Rubio
President & CEO
Ops Tech Alliance
Clearwater, FL

DATE: May 1, 2024

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

Edward J. Rogers
District Director
Mid-Atlantic

DATE: May 3, 2024

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

Compliance Officer
Mid-Atlantic

DATE: May 3, 2024