

## Conciliation Agreement

Between

The U.S. Department of Labor  
Office of Federal Contract Compliance Programs

And

LIFESOUTH COMMUNITY BLOOD CENTERS

### I. Preliminary Statement

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Lifesouth Community Blood Centers ("LifeSouth") establishment located at 4039 Newberry Rd, Gainesville, FL 32607-2342, beginning on November 19, 2018. OFCCP found that LifeSouth failed to comply with Executive Order 11246, as amended ("EO 11246" or "the Executive Order"), 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 C.F.R. Sections 60-1.12, 60-300.80, and 60-741.80.

OFCCP notified LifeSouth of the specific violation and the corrective action required in a Notice of Violation issued on November 18, 2019 ("NOV").

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and LifeSouth enter into this Conciliation Agreement ("Agreement") and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Conciliation Agreement.

### II. General Terms and Conditions

- A. In exchange for LifeSouth'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 VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if LifeSouth violates any provision of this Agreement, as set forth in paragraph I, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review LifeSouth'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. LifeSouth 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 it requests, including those specified in this Agreement.

- C. Nothing in this Agreement relieves LifeSouth of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
- D. LifeSouth 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.
- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. This Agreement, including its attachments, 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.
- G. This Agreement becomes effective on the day it is signed by the Regional Director (the "In Effect Date").
- H. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- I. This Agreement will expire sixty (60) days after LifeSouth submits its final progress report required in Part VIII, below, unless OFCCP notifies LifeSouth in writing before the expiration date that LifeSouth 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 LifeSouth has met all of its obligations under the Agreement.
- J. If LifeSouth violates this Agreement:
  - 1. 41 C.F.R. § 60-1.34, 41 C.F.R. 60-300.63 (2014) and, 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send LifeSouth a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. LifeSouth shall have 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 LifeSouth is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
  - 2. LifeSouth 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. § 60-300.66 (2014), or 41 C.F.R. § 60-741.66

(2014), and/or other appropriate relief for violating this Agreement.

- K. LifeSouth neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- L. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- M. 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.
- N. Each party shall bear its own fees and expenses with respect to this matter.
- O. 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.
- P. 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. Violation

- 1. **VIOLATION:** During the period of August 2017 through December 2017, LifeSouth failed to preserve complete and accurate records, in violation of 41 CFR 60-1.12(a) and (e), and failed to maintain and have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, LifeSouth failed to keep applicant records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurred later. Additionally, LifeSouth failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a)-(d) and 41 CFR 60-741.80(a)-(c).

### IV. Modifications to Employment Practices and Other Non-Monetary Relief

- 1. **REMEDY:** LifeSouth will keep and preserve complete and accurate personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, resumes, testing materials, and interview records, in accordance with 41 CFR 60-1.12(a) and (e), and maintain and 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). LifeSouth 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 LifeSouth 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). Additionally, LifeSouth will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a) and 41 CFR 60-741.80(a), and will keep and preserve those records specified in 41 CFR 60-300.80(b) and 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

Where a compliance evaluation has been initiated by the OFCCP, LifeSouth must preserve all employment and personnel records beyond the two year period, if applicable, until the OFCCP makes a final disposition in the matter.

## **V. OFCCP Monitoring Period**

**A. Recordkeeping.** LifeSouth agrees to retain all records relevant to the violations cited in Part III above and the reports submitted in compliance with Paragraph B, 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. LifeSouth will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

### **B. LifeSouth Community Blood Centers' Reports.**

**1. Schedule and Instructions.** LifeSouth agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- (a) By September 30, 2020, LifeSouth must submit applicant and hire data for the immediately preceding AAP year (September 1, 2019 to August 31, 2020). LifeSouth should present this data by job group (as defined in its AAP) or by job title. For each job group or job title, this analysis must consist of the total number of applicants identified by gender and by race/ethnicity, and the total number of hires identified by gender and by race/ethnicity. 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 as "Production," "Office," etc.) that includes several job groups, you may consolidate applicant data;
- (b) By September 30, 2020, LifeSouth must submit documentation of the computations or comparisons described in 41 CFR § 60-300.44(k) for the immediately preceding AAP year; and
- (c) By September 30, 2020, LifeSouth must submit documentation of the computations or comparisons described in 41 CFR § 60-741.44(k) for the immediately preceding AAP year.

LifeSouth will submit reports to:

Dana English  
United States Department of Labor  
Office of Federal Contract Compliance Programs  
1001 Executive Center Drive, Room #100  
Orlando, Florida 32803  
Ex (7)(C) @dol.gov

- C. **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 LifeSouth's final progress report as set forth in Part II, Paragraph I, above. If OFCCP fails to notify LifeSouth in writing within sixty (60) days of the date of the final progress report that LifeSouth 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 LifeSouth within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines LifeSouth has met all of its obligations under the Agreement.

**VI. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Lifesouth community blood centers, Gainesville, Florida 32607-2342.

**Ex (6), Ex (7)(C)**

Nancy Bokert  
President & CEO  
LifeSouth Community Blood Centers  
Gainesville, Florida 32607-2342

DATE: 12/9/19

**Ex (6), Ex (7)(C)**

**Ex (7)(C), Ex (7)(E)**  
Compliance Officer  
Office of Federal Contract Compliance  
Programs

DATE: 12/11/2019

**Ex (6), Ex (7)(C)**

Dana English  
Assistant District Director  
Office of Federal Contract Compliance  
Programs

DATE: 12/20/19

**Ex (6), Ex (7)(C)**

Miguel A. Rivera Jr  
District Director  
Office of Federal Contract Compliance  
Programs

DATE: 12/23/2019

**Ex (6), Ex (7)(C)**

Samuel B. Maiden  
Regional Director  
Office of Federal Contract Compliance  
Programs

DATE: 12/23/19