

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Omni Shoreham Hotel
2500 Calvert Street NW
Washington, DC 20008

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Omni Shoreham Hotel.
2. The violations identified in this Agreement were found during a compliance evaluation of Omni Shoreham Hotel (Omni Shoreham) which began on November 15, 2018, and were specified in a Notice of Violation that was issued on January 28, 2020. OFCCP alleges that Omni has violated Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212); and implementing regulations at 41 C.F.R. Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Omni Shoreham of any violation of Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212) and the implementing regulations.
4. The provisions of this Agreement will become part of Omni Shoreham's AAP. Subject of the performance by Omni Shoreham of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Omni Shoreham with all OFCCP programs will be deemed resolved. However, Omni Shoreham is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Omni Shoreham agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Omni Shoreham compliance. Omni Shoreham shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Omni Shoreham 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 Assistance 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.
7. Omni Shoreham agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the Acting Assistant District Director for OFCCP.

9. If at any time in the future, OFCCP believes that Omni Shoreham has violated any portion of this Agreement during the term of this Agreement, Omni Shoreham will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Omni Shoreham with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that Omni Shoreham has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Omni Shoreham to sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-300.66 and/or 41 C.F.R. § 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period January 1, 2017, through December 31, 2018, Omni Shoreham failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

REMEDY: Omni Shoreham will document all activities it undertakes to comply with its external outreach and recruitment efforts; and maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

2. **VIOLATION:** During the period January 1, 2017, through December 31, 2018, Omni Shoreham failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

REMEDY: Omni Shoreham will document all activities it undertakes to comply with its external outreach and recruitment efforts; and maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

Part III: Reporting

1. Omni Shoreham agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all outreach records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Omni Shoreham agrees to furnish the OFCCP with two annual progress reports. The first report will be due by February 1, 2021, and will cover the period of July 1, 2020, through December

31, 2020. The second report will be due by January 31, 2022, and will cover the period January 1, 2021, through December 31, 2021. Omni Shoreham will submit the reports to Acting Assistant District Director, Shanae Moody, (b) (7)(C) @dol.gov.

Each report must include:

- A. For Violation 1: Documentation to verify that Omni Shoreham undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of Omni Shoreham's AAP that list: a) Its outreach activities with supporting documentation; b) An assessment of the effectiveness of each activity; and c) A copy of Omni Shoreham's annual assessment of the effectiveness of the totality of its outreach activities (for the second report), as required by 41 C.F.R. § 60-300.44(f)(3). Omni Shoreham should note that 41 C.F.R. § 60-300.44(f) lists examples of several types of organizations that may be enlisted for assistance and support in recruiting and developing on-the-job training opportunities for protected veterans; and
 - B. For violation 1: Copies of relevant correspondence from each of the organizations or other documentation of outreach efforts used during the reporting period in efforts to recruit qualified protected veterans.
 - C. For Violation 2: Documentation showing that Omni Shoreham undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of Omni Shoreham's AAP that list: a) Its outreach activities with supporting documentation; b) An assessment of the effectiveness of each activity; and c) A copy of Omni Shoreham's annual assessment of the effectiveness of the totality of its outreach activities (for the second report), as required by 41 C.F.R. § 60-741.44(f)(3). Omni Shoreham should note that 41 C.F.R. § 60-741.44(f) lists several examples of resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities; and
 - D. For Violation 2: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Omni Shoreham's final progress report.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Omni Shoreham Hotel, 2500 Calvert Street NW, Washington, DC, 20008.

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

MARK ROCHE-GARLAND
General Manager
Omni Shoreham Hotel
Washington, DC

DATE: 27th FEBRUARY 2020

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

SHANAE MOODY
Acting Assistant District Director
Arlington District Office

DATE: 3/3/2020