

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Professional Contract Services, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Professional Contract Services, Inc. (PCSI) establishment located at 620 John Paul Jones Cir Bldg 3, Portsmouth, VA 23708-2111, beginning on October 3, 2019. OFCCP found that PCSI 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 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA)] and their respective implementing regulations at 41 CFR Parts 60-1, -300, and -741.

OFCCP notified PCSI of the specific violations and the corrective actions required in a Notice of Violation issued on 06/01/2020 (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 PCSI 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 PCSI'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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if PCSI violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review PCSI'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. PCSI 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.
3. Nothing in this Agreement relieves PCSI 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. PCSI and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.

5. PCSI 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Assistant District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after PCSI submits its final progress report required in Section IV below, unless OFCCP notifies PCSI in writing before the expiration date that PCSI 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 PCSI has met all of its obligations under the Agreement.
11. If PCSI violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300. 63 (2014) and/or 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send PCSI a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. PCSI 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 PCSI 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.
 - iv. In the event of a breach of this Agreement by the PCSI, 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 agreed to in the Agreement.

- b. PCSI 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 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. PCSI 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.
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 Violations and Remedies

1. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, PCSI failed to keep and preserve complete and accurate personnel and employment records , in violation of 41 CFR 60-1.12(a) and (e). Specifically, PCSI failed to keep job applications and self identification forms.

REMEDY: PCSI 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 PCSI 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).

2. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, PCSI failed to maintain and/or have available records showing, 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: PCSI must maintain and/or have available records showing, 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).

3. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, PCSI 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: PCSI 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 PCSI, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, PCSI must 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, PCSI shall provide updated information simultaneously with its next job listing. OFCCP does acknowledge that as an AbilityOne contractor, PCSI must first meet the staffing requirements of the JWOD Act.

4. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, PCSI failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k). Specifically, PCSI failed to document and maintain the total number of job openings.

REMEDY: PCSI will document the following computations or comparisons pertaining to applicants and hires on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-300.44(k).

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

5. **VIOLATION:** During the period October 1, 2017 through September 30, 2019, PCSI failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k). Specifically, PCSI failed to document and maintain

the total number of job openings.

REMEDY: PCSI will document the following computations or comparisons pertaining to applicants and hires on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-741.44(k).

- The number of applicants who self-identified as individuals with disabilities or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and
- The total number of applicants hired.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** PCSI agrees to retain all records relevant to the violations cited in Sections 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. PCSI will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

a. **Schedule and Instructions.** PCSI agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

The report will be due on November 29, 2021 covering the period of October 1, 2020 through September 30, 2021 (the "Monitoring Period"). The report will contain the following:

- A. Documentary evidence that PCSI maintained and preserved all personnel or employment 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. PCSI will maintain and preserve records by sex, race, ethnicity and their totals as specified in Remedies to Violation 1 and 2. PCSI will provide applicant flow information delineated by name, race, sex, job group, and final disposition of each applicant.
- B. Documentary evidence that PCSI listed all employment openings as they occurred with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allowed the ESDS to provide priority referrals of

protected veterans to PCSI; documentary evidence that PCSI advised 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 provided 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; and documentary evidence that PCSI provided updated information simultaneously with its next job listing if any of the information in the disclosures changed since it was last reported to the ESDS as specified in the Remedy to Violation 3. OFCCP does acknowledge that as an AbilityOne contractor, PCSI must first meet the staffing requirements of the JWOD Act.

- C. Documentary evidence that PCSI documented and maintained all required data pertaining to protected veteran applicants and hires. PCSI will maintain the information for three years as required by 41 CFR 60-300.44(k) and as specified in the Remedy to Violation 4. This documentation must identify the following:
- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
 - The total number of job openings and total number of jobs filled;
 - The total number of applicants for all jobs;
 - The number of protected veteran applicants hired; and
 - The total number of applicants hired.
- D. Documentary evidence that PCSI documented and maintained all required data pertaining to applicants and hires with disabilities. PCSI will maintain the information for three years as required by 41 CFR 60-741.44(k) and as specified in the Remedy to Violation 5. This documentation must identify the following:
- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
 - The total number of job openings and total number of jobs filled;
 - The total number of applicants for all jobs;
 - The number of applicants with disabilities hired; and
 - The total number of applicants hired.

PCSI will submit reports to Dianna Adams, Assistant District Director – Richmond Area Office, U.S. DOL/OFCCP, 400 N. 8th Street, Suite 466, Richmond, Virginia 23219 (b) (6), (b) (7)(C)@dol.gov. PCSI 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 PCSI provides in accordance with this agreement are customarily kept private or closely-held, and PCSI believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, PCSI will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

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 PCSI's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify PCSI in writing within sixty (60) days of the date of the final progress report that PCSI 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 PCSI within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines PCSI has met all of its obligations under the Agreement.

V. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Professional Contract Services, Inc., 620 John Paul Jones Cir, Bldg 3, Portsmouth, VA 23708-2111

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

Cyndi Greene
Director of Human Resources
Professional Contract Services, Inc.

DATE: 10-12-2020

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

DIANNA ADAMS
Assistant District Director
Richmond

DATE: _____

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

Compliance Officer
Richmond
Mid-Atlantic

DATE: _____