

Conciliation Agreement
Between The United States Department of Labor
Office of Federal Contract Compliance Programs
And
Drug Abuse Comprehensive Coordinating Office, Inc.
4422 East Columbus Drive
Tampa, Florida 33605

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Drug Abuse Comprehensive Coordinating Office, Inc. (hereinafter DACCO).
2. The violations identified in this Agreement were found during a compliance evaluation of the DACCO's establishment located at 4422 East Columbus Drive, Tampa, Florida, which began on September 30, 2010, and they were specified in a Show Cause Notice issued December 8, 2010 and a Notice of Violation issued July 27, 2011. OFCCP alleges that DACCO has violated Executive Order 11246, as amended; 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 their implementing regulations at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by DACCO of any violation of Executive Order 11246, as amended; 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 their implementing regulations.
4. The provisions of this Agreement will become part of the DACCO's affirmative action programs (AAPs). Subject to the performance by DACCO of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of DACCO with all OFCCP programs will be deemed resolved. However, DACCO 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. DACCO agrees that OFCCP may review compliance with this Agreement. As part of such 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 DACCO's compliance. DACCO shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve DACCO from the obligation to comply with the requirements of Executive Order 11246, as amended; 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 their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. DACCO agrees that there will be no retaliation of any kind against any beneficiary of this

**Drug Abuse Comprehensive Coordinating Office, Inc.
Conciliation Agreement**

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 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 signature by the District Director for OFCCP, unless the Regional Director, OFCCP, or the Director, OFCCP, indicates otherwise within 45 days of the District Director's signature on this Agreement.
9. If, at any time in the future, OFCCP believes that DACCO has violated any portion of this Agreement during the term of this Agreement, DACCO 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 DACCO with 15 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 DACCO 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 DACCO to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66, 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Compensation data provided by DACCO for employees as of January 1, 2011, revealed that DACCO provided lower compensation to: a) two minority female employees than to similarly situated nonminority and male employees in the (b) (7)(C) job title and b) one female employee compared with a similarly situated male employee in the (b) (7)(C) job title. Time with DACCO, time in current job title, experience, education and performance did not explain the disparities in compensation. Accordingly, OFCCP finds that DACCO failed to ensure equal opportunity in compensation to three minority (b) (7)(C), paid less, because of their race or gender, than their non-minority and male counterparts, in violation of 41 CFR 60-1.4(a) (1).

REMEDY: Although DACCO affirms that this disparity in pay was unintentional, DACCO will adjust the pay rates as follows:

M DACCO will provide (b) (7)(C) with \$520.20 in salary adjustments. Additionally, DACCO will disburse to (b) (7)(C) \$1,418.86 in back pay and \$74.45 in interest totaling \$1,493.31. The money will be paid to (b) (7)(C) in a lump sum, less deductions required by law. This payment will be reduced by withholdings for federal income tax, state, and/or

**Drug Abuse Comprehensive Coordinating Office, Inc.
Conciliation Agreement**

local income tax, and (b) (7)(C) share of FICA. (b) (7)(C) shall receive an IRS Form W-2 for her share of the back pay and benefits and an IRS Form 1099 for her share of the interest amount.

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DACCO will provide (b) (7)(C) with \$1,428.00 in salary adjustments. Additionally, DACCO will disburse to (b) (7)(C) \$1,962.08 in back pay and \$136.44 in interest totaling \$2,098.52. The money will be paid to (b) (7)(C) in a lump sum, less deductions required by law. This payment will be reduced by withholdings for federal income tax, state, and/or local income tax, and (b) (7)(C) share of FICA. (b) (7)(C) shall receive an IRS Form W-2 for her share of the back pay and benefits and an IRS Form 1099 for her share of the interest amount

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DACCO will provide (b) (7)(C) with \$800.00 in salary adjustments. Additionally, DACCO will disburse \$495.00 in back pay and \$2.79 in interest totaling \$497.79 to (b) (7)(C). The money will be paid to (b) (7)(C) in a lump sum, less deductions required by law. This payment will be reduced by withholdings for federal income tax, state, and/or local income tax, and (b) (7)(C) share of FICA. (b) (7)(C) shall receive an IRS Form W-2 for her share of the back pay and benefits and an IRS Form 1099 for her share of the interest amount

DACCO will not retaliate, harass, or engage in any form of reprisal or other adverse action against based on or in relation to the terms or provisions of this Remedy.

Within 90 days of the District Director's signature on this Agreement, DACCO will provide training on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to DACCO's employees. DACCO will update this training annually.

DACCO will immediately review and revise, as appropriate, its compensation system to ensure that this violation ceases. In addition, DACCO will review at least annually and revise, as needed, its compensation system to ensure that this violation does not recur.

2. **VIOLATION:** DACCO failed to submit DACCO's current written Affirmative Action Programs (AAPs) and supporting documents within 30 days of OFCCP's request, as required by 41 CFR 60-1.20(e), 41 CFR 60-300.40(d), and 41 CFR 60-741.40(d).

REMEDY: On January 21, 2011, DACCO submitted current year AAPs and supporting documents. DACCO will submit its AAPs and supporting documents within 30 days of any future request by OFCCP.

3. **VIOLATION:** DACCO failed to list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the state workforce agency job bank or the local employment delivery system serving the location where openings occur. Additionally, DACCO failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans. 41 CFR 60-300.5(a) 2-6 and 41 CFR 60-300.44 (f).

REMEDY: DACCO will list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the State of Florida Job Bank or the Florida Department

**Drug Abuse Comprehensive Coordinating Office, Inc.
Conciliation Agreement**

of Labor office servicing the location where openings occur. Additionally, DACCO will contact the resource identified below as part of its outreach and positive recruitment activities to recruit qualified disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans. DACCO will maintain documentation of its efforts.

Workforce Tampa Center—North Tampa
9215 North Florida Avenue, Suite 101, Tampa, Florida 33612

Contact: (b) (7)(C)
Telephone: (b) (7)(C); Facsimile: 813-930-7842; Email: (b) (7)(C)

FUTURE CONDUCT: DACCO will not repeat the above violations.

Part III: Reporting

DACCO shall submit **two reports**, as stated below, to Miguel A Rivera Jr., District Director—Orlando, United States Department of Labor, Office of Federal Contract Compliance Programs, 1001 Executive Center Drive, Suite 100, Orlando, Florida 32803; Attention: (b) (7)(C), Compliance Officer.

The **first report** shall be due 120 days after the date this Agreement is signed by the District Director, OFCCP. The first report shall consist of the following:

1. Copies of personnel forms confirming salary adjustments made to (b) (7)(C), (b) (7)(C);
2. Evidence of back pay monies disbursed to (b) (7)(C), (b) (7)(C) and (b) (7)(C), including copies of the cancelled checks and pay slips showing the gross amount and deductions required by law;
3. Results of DACCO's review of its compensation system, to include findings, additional equity adjustments and back pay, if any; and
4. Documentation of training that DACCO provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to DACCO's employees.

The **second report** shall be due on September 15, 2012 and will cover the period September 1, 2011 through August 31, 2012. The second report shall consist of the following:

1. Results of DACCO's annual review of its compensation system, including findings, additional equity adjustments and back pay, if any; and
2. Documentation that DACCO listed all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the Florida Department of Labor offices serving the location where openings occur and contacted the Local Veterans' Employment Representative, with a report on the number of referrals and the number of hires from those listings and from DACCO's other positive outreach and recruitment activities, providing for the hires, the number of disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans.

**Drug Abuse Comprehensive Coordinating Office, Inc.
Conciliation Agreement**

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the second and final report required in Part III above or on the date that the District Director gives notice to DACCO that DACCO has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Allegiance in writing prior to the end of the 90-day period that DACCO has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between DACCO and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither DACCO nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

PART IV: Signatures

The person signing this Conciliation Agreement on behalf of Drug Abuse Comprehensive Coordinating Office, Inc. personally warrants that she is fully authorized to do so, that Drug Abuse Comprehensive Coordinating Office, Inc. has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on Drug Abuse Comprehensive Coordinating Office, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Drug Abuse Comprehensive Coordinating Office, Inc.

DATE 8/12/11

(b) (7) (c)

Mary Lynn Urey
Chief Executive Officer
Drug Abuse Comprehensive Coordinating
Office, Inc.
4422 East Columbus Drive
Tampa, Florida 33605

DATE 8/16/11

(b) (7) (e)

Office of Federal Contract Compliance
Programs

DATE 08/16/11

(b) (7) (c)

Fed Jacqueline Ortiz-Baerga
Assistant District Director—Orlando
Office of Federal Contract Compliance
Programs

DATE 08/16/11

(b) (7) (c)

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