

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

## **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the ServiceSource, Inc. (ServiceSource) establishment located at 10467 White Granite Drive, Oakton, VA 22124, beginning on April 7, 2020. OFCCP found that ServiceSource failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and its respective implementing regulations at 41 C.F.R. Section 60-741.

OFCCP notified ServiceSource of the specific violations in a Notification of Results of Investigation (NORI) issued on November 3, 2020.

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 ServiceSource enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

## **II. General Terms and Conditions**

1. In exchange for ServiceSource'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 alleged in the NORI. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if ServiceSource 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 ServiceSource'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. ServiceSource 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 ServiceSource 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. ServiceSource 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. ServiceSource 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 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 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 ServiceSource submits its final progress report required in Section IV, below, unless OFCCP notifies ServiceSource in writing before the expiration date that ServiceSource 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 ServiceSource has met all of its obligations under the Agreement.
11. If ServiceSource violates this Agreement:
- a. The procedures at 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send ServiceSource a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. ServiceSource 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 ServiceSource 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 contractor, 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. ServiceSource may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.
- 12. ServiceSource 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:** ServiceSource failed to adhere to a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity in violation of CFR 60-741.44(c). Specifically, ServiceSource failed to adequately review the physical and mental job qualification standards of its Disability Resource Coordinator and Employment Delivery Specialist positions, as evidenced by its use of a non-essential job qualification standard, a driver’s license, for both positions.

**Remedy:** ServiceSource will adhere to a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity as required by 41 CFR 60-741.44(c).

## **IV. OFCCP Monitoring Period**

**1. Recordkeeping.** ServiceSource agrees to retain all records relevant to the violations cited in Section III above and the report 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. ServiceSource will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

**2. ServiceSource Report.**

**a. Due Date and Instructions.** ServiceSource agrees to furnish OFCCP with the following report relating to its establishment in Oakton, Virginia:

The report shall be due fourteen (14) months after the Effective Date of this Conciliation Agreement and shall cover the twelve (12) month period of time beginning on the Effective Date of this Agreement.

The report shall include:

- i. The most recent assessment of physical and mental job qualification, as required by 41 CFR § 60-741.44(c), including the schedule for the review and any actions taken or changes made as a result of the assessment.
- ii. The most recently updated position descriptions for the Disability Resource Coordinator and Employment Delivery Specialist positions; if different from those most recently submitted to OFCCP.
- iii. A list of all job openings for Disability Resource Coordinator and Employment Delivery Specialist during the reporting period and the job postings (with job qualification standards). In addition, for each opening for these two positions: the number of total applicants; the number of applicants who self-identified as having a disability; the disability status of the individual hired; and the specific rejection reason for each applicant not hired.

ServiceSource will submit via e-mail the report to:

Tracie Brown  
District Director  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Room 2103 Federal Building  
1000 Liberty Avenue  
Pittsburgh, Pennsylvania 15222  
(b) (6), (b) (7)(C)@dol.gov

ServiceSource 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 ServiceSource provides in accordance with this agreement are customarily kept private or closely-held, and ServiceSource believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, ServiceSource 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 ServiceSource's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify ServiceSource in writing within sixty (60) days of the date of the final progress report that ServiceSource 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 ServiceSource within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines ServiceSource has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and ServiceSource, 10467 White Granite Drive, Oakton, VA 22124.

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

Crystal Wheeler  
Executive Vice President, Human Resources  
ServiceSource  
Oakton, VA

DATE: January 7, 2021

**(b) (6), (b) (7)(C)** \_\_\_\_\_

Tracie Brown  
District Director  
Pittsburgh District Office  
Mid-Atlantic Region

DATE: 01-08-2021

**(b) (6), (b) (7)(C)** \_\_\_\_\_

**(b) (6), (b) (7)(E)** \_\_\_\_\_  
Compliance Officer  
Pittsburgh District Office  
Mid-Atlantic Region

DATE: 01-08-2021