

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Fortis Business Media LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Fortis Business Media LLC; Dba Simplify Compliance (herein after Fortis, Brentwood) establishment located at 100 Winner's Circle Suite 300, Brentwood, TN 37027-1003, beginning on January 21, 2020. OFCCP found that Contractor failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §793 (Section 503) and its implementing regulations at Title 41 C.F.R. § 60-741.

OFCCP notified Fortis (Brentwood) of the specific violation and the corrective actions required in a Notice of Violation (NOV) issued on June 14, 2021.

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Fortis (Brentwood) 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 Fortis' (Brentwood) fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Fortis 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 Fortis's (Brentwood) compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Fortis (Brentwood) 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Fortis (Brentwood) 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. Fortis (Brentwood) 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.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. 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.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Fortis (Brentwood) submits its final progress report required in Section IV, below, unless OFCCP notifies Fortis (Brentwood) in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Fortis (Brentwood) a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Fortis (Brentwood) 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 Fortis (Brentwood) is unable to demonstrate that it has not violated the Agreement, or if OFCCP 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 Fortis (Brentwood), 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 in the Agreement.
 - b. Fortis (Brentwood) may be subject to the sanctions set forth in 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.

11. Fortis (Brentwood) does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. 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.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. 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. Violations and Remedies

Violation: During the period January 1, 2019 through December 31, 2019, Fortis (Brentwood) failed to prepare and maintain an affirmative action program (AAP) at each establishment within 120 days of the commencement of a contract of \$50,000 or more, as required by 41 C. F. R. 60-741.40.

Remedy: On July 31, 2020, Fortis (Brentwood) provided OFCCP an affirmative action plan for individuals with disabilities. As long as it remains a covered federal contractor, Fortis (Brentwood) will continue to develop and maintain affirmative action programs (AAPs) for individuals with disabilities at each establishment. The AAP shall set forth Fortis’ (Brentwood) policies and procedures in accordance with 41 C. F. R. 741.40 through 45. Fortis (Brentwood) will review and update annually its AAP pursuant to 41 C. F. R. 60-741.40(c) and will comply with all obligations set forth in Subpart C of the regulations, 41 C. F. R. 60-741.40 through 45.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Fortis (Brentwood) agrees to retain all records relevant to the violation 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 report. Fortis (Brentwood) will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

Fortis (Brentwood) agrees to furnish OFCCP with two (2) progress reports, according to the following schedule:

The first report is due on August 30, 2021 and the second report is due on March 15, 2022.

Fortis (Brentwood) will submit the following documentation for each progress report:

Pursuant to the remedy above, Section 503 Affirmative Action Plan in effect on the progress report due date, in accordance with the requirements established at 41 C. F. R. 60-741.40 through 45.

Fortis (Brentwood) will submit the progress report via email to:

E. Michelle Hernandez, District Director [\[Ex \(6\), Ex \(7\)\(C\)\]@dol.gov](mailto:[Ex (6), Ex (7)(C)]@dol.gov)
U.S. Department of Labor
Office of Federal Contract Compliance Programs
909 SE 1st Ave, Suite 722, Miami, FL 33131

With copies to:

[\[Ex \(6\), Ex \(7\)\(E\)\]](mailto:[Ex (6), Ex (7)(E)]), Compliance Officer [\[Ex \(6\), Ex \(7\)\(C\)\]@dol.gov](mailto:[Ex (6), Ex (7)(C)]@dol.gov) and Jacqueline Ortiz-Baerga, Assistant District Director [\[Ex \(6\), Ex \(7\)\(C\)\]@dol.gov](mailto:[Ex (6), Ex (7)(C)]@dol.gov).

Fortis (Brentwood) 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 Fortis (Brentwood) provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and that Fortis (Brentwood) believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Fortis (Brentwood) will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Fortis (Brentwood) of the FOIA request and provide Fortis an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

a. 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 Fortis' (Brentwood) final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Fortis (Brentwood) in writing within sixty (60) days of the date of the final progress report that Fortis (Brentwood) 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Fortis (Brentwood) has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Fortis Business Media, LLC located at 100 Winner's Circle Suite 300, Brentwood, TN 37027-1003.

DATE 7/20/21

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

Dan Oswald
Chief Executive Officer
Fortis Business Media LLC
Brentwood, Tennessee 37027

DATE 7/22/2021

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

Ex (6), Ex (7)(E)
Compliance Officer—Nashville
Office of Federal Contract Compliance
Programs

DATE 07-22-2021

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

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

DATE 07-26-2021

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

E. Michelle Hernandez
District Director
Office of Federal Contract Compliance
Programs