

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Integrated Finance and Accounting Solutions

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Integrated Finance and Accounting Solutions (IFAS) establishment located at 4500 Pond Way, Suite 270, Woodbridge, Virginia 22192, beginning on January 22, 2021. OFCCP found that IFAS failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its implementing regulations at 41 C.F.R. Part 60-300.

OFCCP notified IFAS of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on October 15, 2021.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and IFAS 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 IFAS'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(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if IFAS violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review IFAS'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. IFAS 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 IFAS 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. IFAS 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 IFAS submits its final progress report required in Section IV, below, unless OFCCP notifies IFAS in writing before the expiration date that IFAS 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 IFAS has met all of its obligations under the Agreement.
10. If IFAS violates this Agreement:
 - a. The procedures at C.F.R. 60-300.63 will govern:
 - i. OFCCP will send IFAS a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. IFAS 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 IFAS 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 IFAS, 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. IFAS may be subject to the sanctions set forth in 41 C.F.R. 60-300.66 and/or other appropriate relief for violating this Agreement.
11. IFAS 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.

Technical Violations and Remedies

1. **Violation 1:** During the period February 25, 2019 through August 24, 2020, IFAS failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

Remedy 1: IFAS 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.

2. **Violation 2:** During the period February 25, 2019 through August 24, 2020, Integrated Finance & Accounting failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, Integrated Finance & Accounting failed to keep the records specified in 60-300.80(b) for three years.

Remedy 2: Integrated Finance & Accounting will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period

of three years from the date of the making of the record.

III. OFCCP Monitoring Period

1. **Recordkeeping.** IFAS agrees to retain all records relevant to the violation(s) cited in Section 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. IFAS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

IFAS agrees to furnish OFCCP with the following reports during the Monitoring Period. The first progress report will be due on March 24, 2022, and will cover the period of September 25, 2021, through February 24, 2022. The second report will be due on March 27, 2023, and will cover the period of February 25, 2022, through February 24, 2023. Each report will contain the following:

- a. Documentation of the following computations or comparisons pertaining to applicants and hires, 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.

IFAS will submit reports to Dianna Adams, Assistant District Director, at (b) (6), (b) (7)(C)@dol.gov. IFAS 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 IFAS provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and IFAS believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, IFAS will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify IFAS of the FOIA request and provide IFAS an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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

IV. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Integrated Finance and Accounting Solutions, 4500 Pond Way, Suite 270, Woodbridge, Virginia 22192

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

Tabitha Turman
CEO
IFAS, Woodbridge, VA

DATE: 10/19/21

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

Dianna Adams
Assistant District Director
OFCCP, Richmond Area Office

DATE: _____

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

Shanae Moody
District Director
OFCCP, Arlington District Office

DATE: October 22, 2021

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

(b) (6), (b) (7)(E)
Compliance Officer
OFCCP, Richmond Area Office

DATE: _____

