

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Perspecta Risk Decision Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Perspecta Risk Decision Inc. (formerly known as Perspecta, Inc. (hereinafter Perspecta)), located at 110 Arrowhead Drive, Slippery Rock, Pennsylvania, 16057-2632, beginning on July 13, 2020. OFCCP found that Perspecta 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 60-2, 60-300, and 60-741.

OFCCP notified Perspecta of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on July 22, 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 Perspecta 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 Perspecta'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 Perspecta 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 Perspecta'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. Perspecta 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 Perspecta 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. Perspecta 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 Perspecta submits its final progress report required in Section IV, below, unless OFCCP notifies Perspecta in writing before the expiration date that Perspecta 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 Perspecta has met all of its obligations under the Agreement.
 10. If Perspecta violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34, 41 CFR 60-300.63, and/or 41 CFR 60-741.63 will govern:
 - i. OFCCP will send Perspecta a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Perspecta 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 Perspecta 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 the Perspecta, 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. Perspecta may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66, or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Perspecta 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. Technical Violations and Remedies

1. **VIOLATION:** Perspecta failed to determine minority and female availability in accordance with 41 CFR 60-2.14. Specifically, when determining the raw statistical availability for minorities and females for all of its job groups, Perspecta used percentages of those with requisite skills based on the zip codes where its employees live rather than on how the company recruits nationally.

REMEDY: Perspecta will determine minority and female availability in accordance with 60-2.14. Specifically, Perspecta will draw its reasonable recruitment area(s) so as not to exclude minorities and women. Perspecta will develop availability percentages for all job groups based on reasonable recruitment areas, including national recruitment areas.

2. **VIOLATION:** Perspecta failed to compare the percentage of minorities and women in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.15.

REMEDY: Perspecta will include in the AAP the comparison of minority and female incumbency in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.10(b)(1)(v) and 60-2.15.

3. **VIOLATION:** Perspecta failed to establish minority placement goals, as required by 41 CFR 60-2.16. Specifically, Perspecta failed to establish a percentage annual placement goal at least equal to the availability figure derived for minorities in the 5.1 Job Group, as required by 41 CFR 60-2.16(c).

REMEDY: Perspecta will establish and include in the AAP minority and female placement goals, as required by 41 CFR 60-2.10(b)(1)(vi) and 60-2.16.

4. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, Perspecta 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: Perspecta 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 Perspecta, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Perspecta will 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, Perspecta shall provide updated information simultaneously with its next job listing.

5. **VIOLATION:** During the period January 1, 2019, through June 30, 2020, Perspecta failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i). Specifically, Perspecta failed to recruit individuals with disabilities from all areas from which it recruited employees, limiting its efforts only to Washington, DC, and Virginia.

REMEDY: Perspecta will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2).

1. OFCCP Monitoring Period

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

2. Perspecta Reports.

Perspecta agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

a. Progress Report 1: Due on November 28, 2022 covering the period of September 30, 2021 through September 29, 2022.

1. Perspecta will provide:

a. The formation of job groups (covering all jobs) consistent with criteria given in 41 CFR 60-2.12

b. For each job group, a statement of the percentage of minority and female incumbents as described in 41 CFR 60-2.13.

c. For each job group, a determination of minority and female availability that considers the factors given in 41 CFR 60-2.14(c)(1) and (c)(2).

d. For each job group, the percentage of minorities and women with requisite skills in the reasonable recruitment area and a brief explanation of the rationale for selection of that recruitment area.

e. For each job group, the percentage of minorities and women among those promotable, transferable, and trainable within the contractor's organization and a brief explanation of the rationale for the selection of that pool.

f. For each job group, the comparison of incumbency to availability as explained in 41 CFR 60-2.15.

g. Placement goals for each job group in which the percentage of minorities or women employed is less than would be reasonably expected given their availability as described in 41 CFR 60-2.16.

2. Documentation that Perspecta listed all employment openings as they occur with an appropriate ESDS where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Perspecta.

3. Documentation that with its initial listing, and as subsequently needed to update the information, Perspecta advised the ESDS 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 ESDS 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. Suppose any of the information in the disclosures changed since it was last reported to the ESDS. In that case, Perspecta will provide documentation that it provided updated information simultaneously with its next job listing.
4. Copies of all responses received from each employment service delivery system used during the reporting period.
5. Copies of relevant correspondence from each of the organizations or other documentation of outreach efforts used during the reporting period in efforts to recruit qualified individuals with disabilities.

Perspecta will submit reports to District Director Tracie Brown, 2103 Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania 15222, (b) (6), (b) (7)(C)@dol.gov. Perspecta 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 Perspecta provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the Perspecta believes it should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Perspecta will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will promptly notify Perspecta of the FOIA request and provide Perspecta an opportunity to object to the 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 Perspecta's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Perspecta in writing within sixty (60) days of the date of the final progress report that Perspecta 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 Perspecta within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Perspecta has met all of its obligations under the Agreement.

2. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Perspecta Risk Decision Inc., 110 Arrowhead Drive, Slippery Rock, Pennsylvania, 16057-2632.

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

Nina H. Chin
Vice President, Human Resource Operations
Perspecta Risk Decision Inc.
14291 Park Meadow Dr, Plaza East 2
Chantilly, VA 20151

DATE: 9/2/21

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

Tracie Brown
District Director
Mid-Atlantic Region

DATE: September 16th, 2021

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

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

Compliance Officer
Mid-Atlantic Region

DATE: 09/16/2021