

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Bhate Environmental Associates, Inc. (“Bhate”) establishment located at 1608 13th Avenue South, Suite 300, Birmingham, Alabama 35205-5573, beginning on September 1, 2020. OFCCP found that Bhate 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 CFR 60-300.5(a)2-6.

OFCCP notified Bhate of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on June 9, 2021.

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Bhate 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 Bhate’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Bhate 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 Bhate’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. Bhate 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 Bhate of its obligation to fully comply with the requirements of VEVRAA, its implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Bhate 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, of the Birmingham, Alabama District Office.
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 Bhate submits its final progress report required in Section IV, below, unless OFCCP notifies Bhate in writing before the expiration date that Bhate 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 Bhate has met all of its obligations under the Agreement.
10. If Bhate violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 (2014) will govern:
 - i. OFCCP will send Bhate a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Bhate 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 Bhate 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 Bhate, 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. Bhate 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. Bhate does not admit any violation of 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 Violation and Remedy

VIOLATION: During the period October 1, 2018 through September 30, 2020 Bhate Environmental Associates, Inc., 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: Bhate Environmental Associates, Inc., 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 Bhate Environmental Associates, Inc., as required by 41 CFR 60-300.5(a) 2-6.

Whenever Bhate makes its initial listing with an appropriate ESDS, it will advise that entity 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, Bhate shall provide updated information simultaneously with its next job listing:

Birmingham Comprehensive Career Center

Roderick Royal

Local Veteran Employment Representative

3216 4th Avenue South

Birmingham, Alabama 35222

Telephone: (205) 582-5200

Email: Ex (6), Ex (7)(C)@alcc.alabama.gov

IV. OFCCP Monitoring Period

1. Recordkeeping

Bhate agrees to retain all records relevant to the violation cited in Section III above, and the reports submitted in compliance as shown 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. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.

2. Contractor Reports

- a. **Schedule and Instructions.** Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

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

- i. The first progress report shall be due on January 17, 2022 and shall cover the period of July 1, 2021 through December 31, 2021.
- ii. The second progress report shall be due on July 18, 2022 and shall cover the period of January 1, 2022 through June 30, 2022.
- iii. Documentation that Bhate listed all employment openings with either the Alabama State Job Bank or with the Alabama Career Center serving the location where openings occurred.

- iv. A report on the number of referrals and the number of hires from the employment openings listed with either the Alabama State Job Bank or with the Alabama Career Center providing for the referrals and hires, to the extent known, the number of disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Bhate Environmental Associates, Inc., 1608 13th Avenue South, Suite 300, Birmingham, Alabama 35205-5573.

DATE: _____

DATE: June 11, 2021

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

Lauren Gerogiannis
Chief Operating Officer
Bhate Environmental Associates, Inc.
1608 13th Avenue South Suite 300
Birmingham, Alabama 35205-5573

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

Katie Course
Acting District Director-Birmingham
Office of Federal Contract Compliance
Programs

DATE: June 11, 2021

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

Ex (6), Ex (7)(E)
Compliance Officer–Jackson
Office of Federal Contract Compliance
Programs