

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
V-Tech Solutions, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the V-Tech Solutions, Inc. (V-Tech) establishment located at 1336 Girard Street, NW, Washington, DC 20009, beginning on June 12, 2020. OFCCP found that V-Tech 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/or 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 60-1, 60-300 and 60-741.

OFCCP notified V-Tech of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on May 7, 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 V-Tech 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 V-Tech'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 V-Tech 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 V-Tech'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. V-Tech 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 V-Tech 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. V-Tech 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 Assistant 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 V-Tech submits its final progress report required in Section IV, below, unless OFCCP notifies V-Tech in writing before the expiration date that V-Tech 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 V-Tech has met all of its obligations under the Agreement.
10. If V-Tech violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send V-Tech a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. V-Tech 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 V-Tech 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 V-Tech, 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. V-Tech may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, and 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. V-Tech 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:** During the period January 1, 2019 through December 31, 2019, V-Tech failed to make available its VEVRAA AAP to all employees and/or applicants for employment for inspection upon request; post the location and hours during which the AAP could be obtained, as required by 41 CFR 60-300.41.

REMEDY: V-Tech will make available its VEVRAA AAP, absent the data metrics required by 41 CFR 60-300.44(k), to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the AAP can be obtained, as required by 41 CFR 60-300.41.

2. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, V-Tech failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42.

REMEDY: V-Tech will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, V-Tech shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, V-Tech shall

invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. V-Tech may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). V-Tech will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

- 3. VIOLATION:** During the period January 1, 2019 through December 31, 2019, V-Tech failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, V-Tech failed to keep only those personnel or employment records specific to VEVRAA obligations and failed to keep the records specified in 60-300.80(b) for three years.

REMEDY: V-Tech will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and must 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.

- 4. VIOLATION:** During the period January 1, 2019 through December 31, 2019, V-Tech failed to make available its Section 503 AAP to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the AAP could be obtained, as required by 41 CFR 60-741.41.

REMEDY: V-Tech will make available its Section 503 AAP, absent the data metrics required by 41 CFR 60-741.44(k), to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the AAP can be obtained, as required by 41 CFR 60-741.41.

- 5. VIOLATION:** During the period January 1, 2019 through December 31, 2019, V-Tech failed to invite its employees to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42(c). Specifically, V-Tech failed to conduct self-identification in five-year intervals; failed to remind employees at least once in intervening years that they can voluntarily update their disability status and failed to use the approved form.

REMEDY: V-Tech shall immediately invite its employees to voluntarily inform it whether the employee believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). In addition, V-Tech shall extend this invitation again at five year intervals, thereafter. At least once during each interval, V-Tech shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. V-Tech must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

6. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, V-Tech failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, V-Tech failed to keep only those personnel or employment records specific to Section 503 obligations and failed to keep the records specified in 60-741.80(b) for three years.

REMEDY: V-Tech will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and must keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** V-Tech 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. V-Tech will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports**

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

Progress Report 1: Due on January 15, 2022 covering the period of July 1, 2021 through December 31, 2021.

Progress Report 2: July 15, 2022 covering the period of January 1, 2022 through June 30, 2022.

The first report shall contain the following:

- a. A detailed narrative explaining how V-Tech revised its recordkeeping procedures to ensure they adhere to EO 11246 obligations;
- b. Documentation showing that V-Tech's affirmative action programs are available to all employees and/or applicants for employment for inspection upon request and that the location and hours during which the programs may be obtained is posted at each establishment;
- c. Documentation showing that V-Tech invited job applicants during the reporting period to voluntarily self-identify as a protected veteran, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-300.42;

- d. A detailed narrative explaining how V-Tech revised its recordkeeping procedures to ensure they adhere to VEVRAA obligations;
- e. Documentation showing that V-Tech invited job applicants and employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42; and
- f. A detailed narrative explaining how V-Tech revised its recordkeeping procedures to ensure they adhere to Section 503 obligations.

The second and final report shall contain the following:

- a. A detailed narrative explaining how V-Tech revised its recordkeeping procedures to ensure they adhere to EO 11246 obligations;
- b. Documentation showing that V-Tech's affirmative action programs are available to all employees and/or applicants for employment for inspection upon request and that the location and hours during which the programs may be obtained is posted at each establishment;
- c. Documentation showing that V-Tech invited job applicants during the reporting period to voluntarily self-identify as a protected veteran, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-300.42;
- d. A detailed narrative explaining how V-Tech revised its recordkeeping procedures to ensure they adhere to VEVRAA obligations;
- e. Documentation showing that V-Tech invited job applicants and employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42; and
- f. A detailed narrative explaining how V-Tech revised its recordkeeping procedures to ensure they adhere to Section 503 obligations.

V-Tech will submit reports to Assistant District Director Tanya R. Bennett, 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201 or to email addresses (b) (6), (b) (7)(C)@dol.gov and (b) (7)(C), (b) (6)@dol.gov. V-Tech 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 V-Tech provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the V-Tech believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA

request, V-Tech will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify V-Tech of the FOIA request and provide V-Tech 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 V-Tech’s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify V-Tech in writing within sixty (60) days of the date of the final progress report that V-Tech 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 V-Tech within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines V-Tech has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and V-Tech Solutions, Inc. located at 1336 Girard Street, NW, Washington, DC 20009

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

Victor Holt
Founder and CEO
V-Tech Solutions, Inc.
Washington, DC 20009

DATE: June 11, 2021

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

Tanya R. Bennett
Assistant District Director
OFCCP Baltimore District Office

DATE: June 16, 2021

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

(b) (7)(E), (b) (6)

Compliance Officer
OFCCP Baltimore District Office

DATE: June 16, 2021