

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
DLH Solutions, Inc.  
OFCCP Case No. R00300968

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the DLH Solutions, Inc. (DLH Solutions) establishment located at 5th Ave. and Roosevelt Road, Building 37 NW, Hines, IL 60141, beginning on December 10, 2019. OFCCP found that DLH Solutions failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 CFR Part 60-2.

OFCCP notified DLH Solutions of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 11, 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 DLH Solutions 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 DLH Solutions' 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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if DLH Solutions 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 DLH Solutions' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. DLH Solutions 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 DLH Solutions 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. DLH Solutions 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 DLH Solutions submits its final progress report required in Section IV, below, unless OFCCP notifies DLH Solutions in writing before the expiration date that DLH Solutions 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 DLH Solutions has met all of its obligations under the Agreement.
10. If DLH Solutions violates this Agreement:
  - a. The procedures at 41 CFR 60-1.34 will govern:
    - i. OFCCP will send DLH Solutions a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. DLH Solutions 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 DLH Solutions 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 DLH Solutions, 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. DLH Solutions may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, and/or other appropriate relief for violating this Agreement.
- 11. DLH Solutions 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 September 1, 2018 through August 31, 2019, DLH Solutions failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, in violation of 41 CFR 60-2.17(b). Specifically, DLH Solutions failed to properly identify applicants, which led to the company excluding applicants from its applicant flow data that should have been included. As a result, DLH Solutions failed to accurately evaluate its applicant flow and hires data to determine whether there are selection disparities.

**REMEDY:** DLH Solutions will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, DLH Solutions will accurately evaluate its applicant flow and hires data to determine whether there are selection disparities.

2. **VIOLATION:** During the period September 1, 2018 through August 31, 2019, DLH Solutions failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program, in violation of 41 CFR 60-2.17(d). Specifically, DLH Solutions failed to effectively monitor records of applicant and hiring activity to ensure the company's nondiscriminatory policy is carried out.

**REMEDY:** DLH Solutions will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** DLH Solutions 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. DLH Solutions will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **DLH Solutions Reports.**
  - a. **Schedule and Instructions.** DLH Solutions will submit the documents and progress reports described below via email to:

Adam Young  
District Director  
Email: (b) (6), (b) (7)(C)@dol.gov

DLH Solutions agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1 will be due on October 15, 2021 and will cover the period from the effective date of this Agreement through August 31, 2021.

Progress Report 2 will be due on October 15, 2022 and will cover the period from September 1, 2021 through August 31, 2022.

DLH Solutions 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 DLH Solutions provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the DLH Solutions believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, DLH Solutions will provide such reports to OFCCP marked as "Confidential". In the event of a

FOIA request, OFCCP will promptly notify DLH Solutions of the FOIA request and provide DLH Solutions an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

Progress Reports 1 and 2 will include the following:

- a. A list, preferably in MS Excel format, of all expressions of interest in employment through the Internet to positions at the establishment under review during the applicable progress reporting period. This list will include the following information:
  - i. Name
  - ii. Race
  - iii. Gender
  - iv. Job title applied to
  - v. Job group applied to
  - vi. Disposition (hired, or the specific reason not selected)
  - vii. Whether or not the company considers the individual to be an applicant according to OFCCP's Internet Applicant rule
  - viii. The specific reason the company does not consider the individual to be an applicant, if applicable
- b. Copies of employment applications and resumes for each expression of interest in employment through the Internet in which the company determines that the individual does not possess the basic qualifications for the position.
- c. Copies of two job advertisements posted during the progress reporting period for each of the positions in which hiring occurred during the progress reporting period.
- d. Copies of position descriptions for each position in which hiring occurred during the progress reporting period.
- e. Narrative description of the steps taken by the company to ensure and monitor the accuracy of the disposition codes in the company's applicant tracking system.
- f. Progress Report 1 will include a copy of the company's Executive Order 11246 Affirmative Action Program (AAP) narratives as of September 1, 2021, including the identification of problem areas and internal audit and reporting system AAP components.
- g. Progress Report 2 will include a copy of the company's Executive Order 11246 Affirmative Action Program (AAP) narratives as of September 1, 2022, including the identification of problem areas and internal audit and reporting system AAP components.



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

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and DLH Solutions, Inc.

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

Kevln Wilson  
President  
DLH Solutions, Inc.

DATE: 06/28/21

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

Adam Young  
District Director  
OFCCP, Chicago District Office

DATE: \_\_\_\_\_