

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Reliant Capital Solutions, LLC

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Reliant Capital Solutions, LLC (Reliant Capital Solutions) establishment located at 670 Cross Pointe Road, Gahanna, Ohio, 43230-6692, beginning on January 5, 2021. OFCCP found that Reliant Capital Solutions failed to comply with Executive Order 11246, as amended (E.O. 11246), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), and the implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified Reliant Capital Solutions of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 3, 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 Reliant Capital 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 Reliant Capital Solutions' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Reliant Capital Solutions 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 Reliant Capital 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. Reliant Capital 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 Reliant Capital 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. Reliant Capital 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 Reliant Capital Solutions submits its final progress report required in Section IV, below, unless OFCCP notifies Reliant Capital Solutions in writing before the expiration date that Reliant Capital 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 Reliant Capital Solutions has met all of its obligations under the Agreement.
10. If Reliant Capital Solutions violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 and/or 41 C.F.R. 60-300.63 will govern:
    - i. OFCCP will send Reliant Capital Solutions a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Reliant Capital 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 Reliant Capital 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 Reliant Capital 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. Reliant Capital Solutions may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Reliant Capital 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, 2020 through August 31, 2021, Reliant Capital Solutions failed to make reasonable accommodations to qualified applicants, as required by 41 CFR 300.21(f). Specifically, Reliant Capital Solutions’ electronic online application system displayed no accommodation language in their website.

**REMEDY:** Reliant Capital Solutions will make reasonable accommodations to qualified applicants by adding the appropriate online guidance to its career center home page for individuals with disabilities, in accordance with 41 CFR 300.21(f).

- 2. **VIOLATION:** During the period September 1, 2020 through August 31, 2021, Reliant Capital Solutions failed to invite employees to self-identify his or her veteran status as required by 41 CFR 60-300.42. Specifically, Reliant Capital Solutions offered only applicants the opportunity to self-identify status at application and on-boarding.

**REMEDY:** Reliant Capital Solutions will invite employees to self-identify veteran status, in accordance with 41 CFR 60-300.42.

3. **VIOLATION:** During the period September 1, 2020 through August 31, 2021, Reliant Capital Solutions failed to document the hiring benchmark it has established each year, in violation of 41 CFR 60-300.45(c). Specifically, Reliant Capital Solutions did not document the veteran hiring benchmark for each year.

**REMEDY:** Reliant Capital Solutions will document the hiring benchmark it has established each year, in accordance with 41 CFR 60-300.45(c).

4. **VIOLATION:** During the period September 1, 2020 through August 31, 2021, Reliant Capital Solutions 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 openings occurred in violation of 41 CFR 60-300.5(a)2-6. Specifically, Reliant Capital Solutions failed to list all employment openings with the appropriate employment service delivery system where the opening occurred.

**REMEDY:** Reliant Capital Solutions will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or local ESDS) where openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Reliant Capital Solutions, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Reliant Capital Solutions must 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 ESDS with the name and address of each of its hiring locations within the state and the contact information for Reliant Capital Solutions' official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosure change since it was last reported to the ESDS, Reliant Capital Solutions shall provide updated information simultaneously with its next job listing.

5. **VIOLATION:** During the period September 1, 2020 through August 31, 2021, Reliant Capital Solutions failed to include the equal opportunity clause for VEVRAA in each of its covered Government contracts, subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, as required by 41 CR 60-300.5(a)-(d). Specifically, Reliant Capital Solutions failed include the equal opportunity clause in subcontracts and purchase orders.

**REMEDY:** Reliant Capital Solutions will include or reference the provisions of the equal opportunity clause in each of its covered Government contracts, subcontracts and/or purchase orders, in accordance with 41 CR 60-300.5(a)-(d). If Reliant Capital Solutions incorporates the equal opportunity clause in its contracts, subcontracts and/or purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).



#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Reliant Capital 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. Reliant Capital Solutions will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Reliant Capital Solutions 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 October 29, 2021.

Documentation of appropriate online guidance to its career center home page for individuals with disabilities.

Documentation of invitation for employees to self-identify veteran status.

Documentation of provisions of the equal opportunity clause in each of its covered Government contracts, subcontracts and/or purchase orders.

- b. Progress Report 2: Due on September 30, 2022 covering the period of September 1, 2021 through August 31, 2022.

Documentation of hiring benchmark it has established.

Documentation of all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or local ESDS) where openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans.

Reliant Capital Solutions will submit reports to (b) (6), (b) (7)(E) (b) (6), (b) (7)(C)@dol.gov. Reliant Capital 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 Reliant Capital Solutions provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Reliant Capital Solutions believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Reliant Capital Solutions will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Reliant Capital Solutions of the FOIA request and provide Reliant Capital Solutions 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 Reliant Capital Solutions' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Reliant Capital Solutions in writing within sixty (60) days of the date of the final progress report that Reliant Capital 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 Reliant Capital 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 Reliant Capital Solutions has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Reliant Capital Solutions, LLC, 670 Cross Pointe Road, Gahanna, Ohio, 43230-6692.

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

Margie Beckner  
President & CEO  
Reliant Capital Solutions  
Gahanna, Ohio

DATE: 9/15/21

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

Karen Johnson-Robinson  
Assistant District Director  
Midwest Region  
Columbus District Office

DATE: 9/15/21

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

Phyllis E. Lipkin  
District Director  
Midwest Region  
Columbus District Office

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

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

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

Compliance Officer  
Midwest Region  
Columbus District Office

DATE: 9/15/21