

**Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Our Lady's Haven of Fairhaven, Inc.  
71 Center St.  
Fairhaven, MA 02719  
OFCCP Case No. R00303447**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Our Lady's Haven of Fairhaven, Inc. (OLHF) located at 71 Center Street, Fairhaven, MA, 02719, beginning on May 11, 2021. OFCCP found that OLHF failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its respective implementing regulations at 41 CFR § 60-300.

OFCCP notified OLHF of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 6, 2022.

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 OLHF 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 OLHF'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 OLHF 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 OLHF'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. OLHF 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 OLHF 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.

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4. OLHF 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 OLHF submits its final progress report required in Section IV below, unless OFCCP notifies OLHF in writing before the expiration date that OLHF 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 OLHF has met all of its obligations under the Agreement.
10. If OLHF violates this Agreement:
  - a. The procedures at 41 CFR § 60-300.63 will govern:
    - i. OFCCP will send OLHF a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The OLHF 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 OLHF 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 OLHF, 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. OLHF may be subject to the sanctions set forth in 41 CFR § 60-300.66, and/or other appropriate relief for violating this Agreement.



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11. OLHF 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 Violations and Remedies

**Violation 1:** During the review period of January 1, 2020 through December 31, 2020, OLHF failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR § 60-300.44(f). Specifically, OLHF indicated that no outreach and recruitment of qualified protected veterans had been undertaken.

**Remedy 1:** OLHF will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR § 60-300.44(f)(2). Examples of types of outreach and positive recruitment activities include, but are not limited to:

- Entering into formal, written relationships with organizations to accomplish specified objectives, such as training, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;
- Using the State Vocational Rehabilitation Service Agency – Veteran Readiness and Employment (VR&E) in the area of the contractor's establishment;
- Participating in the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;

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- Working with the local veteran groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
- Contacting the placement or career offices of educational institutions that specialize in the placement of protected veterans;
- Participating in job fairs targeting qualified Protected Veterans; and
- Using local protected veteran service organizations or other resources identified by the contractor's existing Employee Resource Group (ERG) on protected veterans to recruit qualified temporary and permanent job candidates.

Additional examples are in the text of the regulations.

OLHF will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR § 60-300.44(f)(3). OLHF will document all activities it undertakes to comply with this section in accordance with 41 CFR § 60-300.44(f)(4).

**Violation 2:** During the period of January 1, 2020 through December 31, 2020, OLHF failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR §60-300.5(a)-(d).

**Remedy 2:** OLHF will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR § 60-300.5(a)-(d). If OLHF incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR § 60-300.5(d).

**Violation 3:** During the period of January 1, 2020 through December 31, 2020, OLHF 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 3:** OLHF 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 OLHF, as required by 41 CFR § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, OLHF 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



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change since it was last reported to the ESDS, OLHF will provide updated information simultaneously with its next job listing.

**Violation 4:** During the period January 1, 2020 through December 31, 2020, OLHF failed to establish a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR § 60-300.45. Specifically, OLHF failed to use one of the methods prescribed in the regulations and failed to maintain benchmark records for three years, as required in 41 CFR § 60-300.45(c).

**Remedy 4:** OLHF will establish a hiring benchmark on an annual basis, using one of the two methods prescribed in 41 CFR § 60-300.45(b). OLHF will document its hiring benchmark, and, if OLHF sets its benchmark using the five-factor approach described in 41 CFR § 60-300.45(b)(2), it must also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. OLHF must retain these records for three years, as required by 41 CFR § 60-300.45(c).

**Violation 5:** During the period January 1, 2020 through December 31, 2020, OLHF failed to include the provisions of Executive Order 13496 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of Subpart B(2) of 29 CFR § 471.10.

**Remedy 5:** OLHF will include or reference the provisions of Executive Order 13496 in its subcontracts and purchase orders, as required by Subpart B(2) of 29 CFR § 471.10. If OLHF incorporates the provisions of Executive Order 13496 in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate Executive Order 13496 in the manner prescribed by Subpart B(2) of 29 CFR § 471.10.

#### IV. OFCCP Monitoring Period

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

**2. OLHF Reports.**

OLHF 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 July 31, 2022 covering the period of January 1, 2022 through June 30, 2022.
- b. Progress Report 2: Due on January 31, 2023 covering the period of July 1, 2022 through December 31, 2022.

**Pursuant to Remedy 1:**

1. Documentation showing that OLHF undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans as required by the regulations. OLHF should note that 41 CFR § 60-300.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified protected veterans;
2. Documentation showing that OLHF annually reviewed its outreach and recruitment activities, assessed their effectiveness, and documented this review, in accordance with 41 CFR § 60-300.44(f)(3). If OLHF concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts;

**Pursuant to Remedy 2:**

3. Documentation that OLHF included the Equal Opportunity clause for VEVRAA in its subcontracts and/or purchase orders;

**Pursuant to Remedy 3:**

4. Documentation showing that OLHF listed all of its employment opportunities with the appropriate employment service delivery system (ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to OLHF. Additionally, OLHF will provide documentation of any referrals received from the state employment service including, but not limited to, the name(s) of the individual(s) referred; date(s) of referral; final disposition of the referred individual's application; and, when applicable, the reasons why a referred individual was not hired by OLHF. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay;

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Pursuant to Remedy 4:

5. Documentation showing that OLHF documented the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR § 60-300.44(k). The data will include the number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veteran applicants hired; and the total number of applicants hired; and

Pursuant to Remedy 5:

6. Documentation that OLHF included the provisions of Executive Order 13496 in its subcontracts and/or purchase orders.

OLHF will submit reports to District Director Joanne Karayiannidis at 200 Sheffield Street, Suite 102, Mountainside, NJ 07092 or to e-mail addresses at (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(E)@dol.gov.

OLHF 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 OLHF provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the OLHF believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, OLHF will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify OLHF of the FOIA request and provide OLHF 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 OLHF's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify OLHF in writing within sixty (60) days of the date of the final progress report that OLHF 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 OLHF within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines OLHF has met all of its obligations under the Agreement.



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**V. Signatures**

The person signing this Agreement on behalf of OLHF personally warrants that he or she is fully authorized to do so, that OLHF has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Our Lady's Haven of Fairhaven, Inc.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Our Lady's Haven of Fairhaven, Inc., 71 Center St., Fairhaven, MA 02719.

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

John Rogers  
Administrator  
Our Lady's Haven of Fairhaven, Inc.  
Fairhaven, MA

DATE:

January 10, 2022

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

Joanne Karayiannidis  
District Director  
New Jersey District Office  
Northeast Region

DATE: 01/13/2022

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

Kevin Kollgaard  
Assistant District Director  
New Jersey District Office  
Northeast Region

DATE: 1/13/2022

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

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

Compliance Officer  
New Jersey District Office  
Northeast Region

DATE: 1/13/2022