

Conciliation Agreement  
Between  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
And  
Green Hills Software, LLC

**I. Preliminary Statement**

The U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) has conducted a compliance evaluation of the Green Hills Software, LLC ("Green Hills Software"), establishment located at 30 West Sola Street, Santa Barbara, California 93101, in order to determine its compliance with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA") and their respective implementing regulations at 41 Code of Federal Regulations ("C.F.R.") Chapter 60. As a result of the evaluation which began on April 30, 2021, OFCCP found that Green Hills Software was not in compliance with VEVRAA.

OFCCP notified Green Hills Software of the specific violation(s) and the required corrective action(s) in a Notice of Violation ("NOV") issued on February 24, 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 Green Hills Software enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Green Hills Software's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Green Hills Software 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 Green Hills Software'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. Green Hills Software 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 Green Hills Software 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. Green Hills Software 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 Area Director Hector M. Sanchez ("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 Green Hills Software submits its final progress report required in Section IV, below, unless OFCCP notifies Green Hills Software in writing before the expiration date that Green Hills Software 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 Green Hills Software has met all of its obligations under the Agreement.
10. If Green Hills Software violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63 and 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Green Hills Software a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Green Hills Software 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 Green Hills Software 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 Green Hills Software, 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. Green Hills Software 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, or 41 C.F.R. 60-300.66, and other appropriate relief for violating this Agreement.

11. Green Hills Software 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 review period of January 1, 2020, through December 31, 2020, Green Hills Software failed to demonstrate that it had undertaken an appropriate assessment of its outreach and recruitment efforts in order to evaluate the effectiveness of those efforts toward identifying and recruiting qualified protected veterans, in violation of 41 CFR 60-300.44(f)(3). Specifically, Green Hills Software was unable to demonstrate that it collected the relevant data necessary to conduct the required assessment, or that it otherwise took any steps to evaluate its recruitment efforts in order to determine whether those efforts were effective for the purpose of identifying and recruiting qualified veterans.

**REMEDY:** Green Hills Software must, on an annual basis, conduct an assessment of its outreach and recruitment efforts in order to evaluate the effectiveness of those efforts toward identifying and recruiting qualified protected veterans. Green Hills Software must collect the relevant data necessary to conduct the required assessment of the effectiveness of its recruitment efforts, must identify and implement alternative recruitment efforts in the event its initial efforts are deemed not effective, and must demonstrate that it has done so by documenting each of the steps taken as part of the overall assessment process listed above, as required by the regulations at 41 CFR 60-300.44(f)(3).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping:** Green Hills Software 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 relevant records or data used to generate the required reports. Green Hills Software will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Green Hills Software Reports:** Green Hills Software 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 February 15, 2023 (e.g., Forty-Five [45] Days after conclusion of Green Hills Software's 2022 VEVRAA AAP period covering January 1 – December 31, 2022):
    - i. Green Hills Software's Progress Report will provide sufficient evidence to demonstrate that it has evaluated the effectiveness of its current year's outreach and recruitment efforts for protected veterans by measuring the results of these efforts in comparison to its prior year's (i.e., 2021) results.
    - ii. Information required for this Progress Report includes source documents (letters, emails, database reports, etc.) generated as a result of the registration, application, or referral of veterans from Green Hills Software's veteran outreach efforts, including for example the local employment service office, local veterans' employment representatives, veterans outreach and recruitment sources, veteran-affiliated training organizations, veteran advocacy groups, veteran-inclusive job fairs, college events, stand downs, etc. The data generated from Green Hills Software's outreach and recruitment efforts must permit Green Hills Software to be able to demonstrate and record the number of protected veterans who choose to self-identify and were recruited, referred, applied, interviewed, and hired or not hired as a result of its outreach efforts.
    - iii. Green Hills Software's assessment under this Progress Report must contain a conclusion of whether its current year's protected veteran outreach and recruiting efforts were satisfactory or not satisfactory. They must demonstrate either that measureable improvements were made as a result of the current year's protected veteran outreach and recruitment efforts, or detail any additional steps that were taken during the assessment period (or planned to be taken during the new assessment period) in order to improve upon the previous period's protected veterans outreach and recruitment efforts.
  - iv. Green Hills Software will submit its Progress Report(s) and all other related information to Sr. Compliance Officer (b) (7)(C), (b) (7)(E) by email at (b) (7)(C), (b) (7)(E)@dol.gov.

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



**V. SIGNATURES**

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

This Agreement is hereby executed by and between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and Green Hills Software, LLC, 30 West Sola Street, Santa Barbara, California 93101.

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

Jeff Hazarian  
Chief Financial Officer  
Green Hills Software, LLC  
Santa Barbara, CA 93101

DATE: *March 14, 2022*

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

Hector M. Sanchez  
Area Director – Orange Area Office  
U.S. Dept. of Labor – OFCCP  
770 The City Drive, Suite 5700  
Orange, CA 92868

DATE:

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