

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
The Hackett Group Inc.
1000 Abernathy RD NE, STE 1400
Atlanta, Georgia 30328-5614

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated The Hackett Group, Inc., (THG) establishment located at 100 Abernathy Rd., NE STE 1400, Atlanta, Georgia beginning on September 21, 2022. OFCCP found that THG 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 THG of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on April 10, 2023.

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

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11. THG 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

1. **VIOLATION:** During the period of April 01, 2021 through March 31, 2022, THG failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR 60-300.40(b). Accordingly, THG failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

REMEDY: THG will prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP shall set forth THG policies and procedures in accordance with 41 CFR 300.40-45. This AAP may be integrated into or kept separate from other AAPs. THG shall review and update annually its AAP pursuant to 41 CFR 60-300.40(c) and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60- 300.40-45.

2. **VIOLATION:** During the period April 01, 2021 through March 31, 2022, THG 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, THG Inc failed to provide evidence of compliance; failed to use one of the methods prescribed in the regulations; established a benchmark using the five-factor approach but failed to document its methodology; failed to maintain benchmark records for three years, as required in 41 CFR 60-300.45(c).

REMEDY: THG will establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). THG must document its hiring benchmark, and, if THG 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. THG must retain these records for three years, as required by 41 CFR 60-300.45(c).

- VIOLATION:** During the period April 01, 2021 through March 31, 2022, THG failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

REMEDY: THG Inc 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). THG concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

- VIOLATION:** During the period April 01, 2021 through March 31, 2022, THG 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: THG 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 THG, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, THG 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 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 change since it was last reported to the ESDS, THG shall provide updated information simultaneously with its next job listing.

IV. OFCCP Monitoring Period

- Recordkeeping.** THG 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. THG will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

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2. **THG Reports.**

- a. THG, 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 December 30, 2023 covering the period of June 1, 2023 through November 30, 2023.

Progress Report 2: Due on June 30, 2024 covering the period of November 30, 2023 through May 31, 2024.

- b. The first report will include:

Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), as amended, AAP with support data, prepared according to the requirements of 41 CFR 60-300.

Evidence that THG, has listed 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 THG. With its initial listing, and as subsequently needed to update the information, THG, 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 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.

- c. The second report will include:

Evidence that THG, has listed 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 THG. With its initial listing, and as subsequently needed to update the information, THG, 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 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.

- d. THG will submit reports to Compliance Officer, (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) ol.gov or Assistant District Director, Charles Robinson at (b) (6), (b) (7)(C) dol.gov.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and The Hackett Group Inc., 1000 Abernathy Rd. NE, STE 1400, Atlanta, Georgia.

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

Ted Fernandez
Chairman and Chief Executive Officer
The Hackett Group, Inc.
Atlanta, GA

DATE: 12 June 2023

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

Sybil Shy-Demmons
District Director
Atlanta District Office
Southeast Region

DATE: _____

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

Compliance Officer
Atlanta District Office
Southeast Region

DATE: _____