



Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
EISNERAMPER LLP
111 Wood Avenue South
Iselin, NJ 08830

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the EisnerAmper LLP (hereinafter "EisnerAmper") establishment located at 111 Wood Avenue South, Iselin, NJ 08830, beginning on December 26, 2019. OFCCP found that EisnerAmper failed to comply with Executive Order 11246, as amended ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Sections 60-1 through 60-4, 60-250, 60-300, and 60-741.

OFCCP notified EisnerAmper of the specific violations and the corrective actions required in a Notice of Violation ("NOV") issued on March 3, 2020.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the sufficient and valuable consideration described in this document, OFCCP and EisnerAmper enter this Conciliation Agreement (the "Agreement") and agree to all the terms stated below.

II. GENERAL TERMS AND CONDITIONS

1. In exchange for EisnerAmper's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if EisnerAmper violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. EisnerAmper will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Nothing in this Agreement relieves it of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
4. EisnerAmper agrees it will not retaliate against any potential or actual beneficiary of this agreement or against any person who files a complaint, who 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 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, 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 (the "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 EisnerAmper submits the final progress report required in Part IV below, unless OFCCP notifies EisnerAmper in writing prior to the expiration date that EisnerAmper 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 EisnerAmper has met all of its obligations under the Agreement.
10. If EisnerAmper violates this Conciliation Agreement,
 - a. The procedures at 41 CFR 60-1.34, CFR 60-300.63 and/or 41 CFR 60-741.63 will govern:
 - i. OFCCP will send EisnerAmper a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. EisnerAmper shall have 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 EisnerAmper 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 EisnerAmper, 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 agreed to in this Agreement.
 - b. EisnerAmper may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66, 41 CFR 60-300.66, and/or other appropriate relief for violating of this Agreement.
- 11. EisnerAmper neither admits nor denies any violation of E.O. 11246, 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

VIOLATION 1: During the period of July 1, 2018 through December 31, 2019, EisnerAmper failed to implement an applicant tracking system for hires in accordance with the requirements at 41 CFR 60-3.4 and 41 CFR 60-3.15. Specifically, EisnerAmper failed to collect race and gender information on applicants whom EisnerAmper did not hire.

REMEDY 1: EisnerAmper will implement an updated and refined applicant tracking system for hires that will allow EisnerAmper to analyze its pool of applicants for: a) Affirmative action purposes to monitor whether the process is yielding an adequate pool of qualified minority and female applicants; and b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process.

VIOLATION 2: During the period of July 1, 2018 through December 31, 2019, EisnerAmper failed to collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements at 41 CFR 60-1.12(a) and Part

60-3. Specifically, EisnerAmper failed to document and maintain accurate records pertaining to the hiring process, such as applications, resumes, interview notes, and, where possible, the gender, race or ethnicity of applicants for employment for the appropriate period.

REMEDY 2: Effective immediately, EisnerAmper will ensure that its records are collected and maintained in accordance with the requirements at 41 CFR 60-1.12(a) and Part 60-3. EisnerAmper will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, EisnerAmper will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, EisnerAmper will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

VIOLATION 3: During the period of July 1, 2018 through December 31, 2019, EisnerAmper failed to perform an effective in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with the regulations at 41 CFR 60-2.17(b). Specifically, EisnerAmper failed to evaluate personnel activity to determine whether impediments to equal employment opportunity exist in the selection process.

REMEDY 3: Effective immediately EisnerAmper will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with the requirements at 41 CFR 60-2.17. EisnerAmper will evaluate personnel activity, specifically applicant flow, hires, terminations, promotions, and other personnel actions to determine whether there are selection disparities.

VIOLATION 4: During the period of July 1, 2018 through December 31, 2019, EisnerAmper failed to 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 4: Effective immediately EisnerAmper 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 EisnerAmper, as required by 41 CFR 60-300.5(a) 2-6. With its initial listing, and as subsequently needed to update the information, EisnerAmper 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 EisnerAmper 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, EisnerAmper shall provide updated information simultaneously with its next job listing.

VIOLATION 5: During the period of July 1, 2018 through December 31, 2019, EisnerAmper 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, EisnerAmper indicated that no outreach and recruitment of qualified protected veterans had been taken.

REMEDY 5: Effective immediately EisnerAmper will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). Examples of additional 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, translating military experience, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;
- Working with the veterans' counselors and coordinators (or "Vet Reps") at local colleges and universities to identify qualified temporary and permanent job candidates;
- Working with the Local Veterans' Employment Representative (LVER) in the American Job Center nearest to the contractor to identify qualified permanent job candidates. See
- <http://www.careeronestop.org/businesscenter/recruitandhire/hiringadiverseworkforce/veterans.aspx>
- Participating in job fairs targeting veterans;
- Using the national Veterans Employment Center (VEC) to search verified profiles of veteran job candidates and post job opportunities. See <https://www.va.gov/careers-employment/>; and
- Using local veteran service organizations or other resources identified by the contractor's existing Employee Resource Group (ERG) on veterans to recruit qualified temporary and permanent job candidates.

Additional examples are in the text of the regulations.

EisnerAmper 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). EisnerAmper will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f) (4).

VIOLATION 6: During the period of July 1, 2018 through December 31, 2019, EisnerAmper failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k). Specifically, EisnerAmper failed to document

and maintain any of the required information with regards to data collection for analysis of applicants who self-identified as protected veterans.

REMEDY 6: Effective immediately EisnerAmper will document 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 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.

VIOLATION 7: During the period of July 1, 2018 through December 31, 2019, EisnerAmper failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, EisnerAmper indicated that no outreach and recruitment of qualified individuals had been undertaken.

REMEDY 7: Effective immediately EisnerAmper will undertake appropriate outreach and positive recruitment activities designed to recruit qualified individuals with disabilities, such as those described at 41 CFR 60–741.44(f)(2). Examples of additional 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;
- Creating internship programs for students with disabilities from local colleges and universities;
- Using the Workforce Recruitment Program (WRP) for students and graduates with disabilities to identify qualified temporary and permanent job candidates. See <http://wrp.jobs/employers/>;
- Participating in job fairs targeting qualified individuals with disabilities; and
- Using local disability service organizations or other resources identified by the contractor's existing Employee Resource Group (ERG) on disability to recruit qualified temporary and permanent job candidates.

Additional examples are in the text of the regulations.

EisnerAmper will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f) (3) EisnerAmper will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f) (4).

VIOLATION 8: During the period of July 1, 2018 through December 31, 2019, EisnerAmper failed to document and maintain the required data pertaining to applicants and hires, in

violation of 41 CFR 60–741.44(k). Specifically, EisnerAmper failed to invite applicants to self-identify as an individual with a disability. Due to EisnerAmper's failure to consistently collect the Section 503 self-identification form data, EisnerAmper was unable to collect and retain the required data under 41 CFR 741.44(k). Specifically, EisnerAmper failed to document and maintain any of the required information with regards to data collection for analysis for applicants who self-identified as an individual with disability.

REMEDY 8: Effective immediately EisnerAmper will document 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 60–741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and
- The total number of applicants hired.

IV. OFCCP MONITORING PERIOD

1. **Recordkeeping.** EisnerAmper agrees to retain all records relevant to the violations cited in *Sections 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. EisnerAmper will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **EisnerAmper Reports.**

Schedule and Instructions. EisnerAmper agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

EisnerAmper will submit two (2) progress reports. The first progress report shall be due on July 31, 2020 and will cover the period beginning July 1, 2019 through June 30, 2020. The second progress report shall be due July 31, 2021 and will cover the period beginning July 1, 2020 through June 30, 2021.

EisnerAmper will submit the following in each progress report:

1. To show compliance with Violations 1 and 2:
 - a. The total number of applicants and hires for each job or job group during the reporting period;

- b. For each job or job group, the breakdown by applicable race, gender and ethnic group of applicants and hires;
- c. For each job or job group, the results of EisnerAmper's analysis as to whether its total selection process has adverse impact as defined in 41 CFR 60-3.4D on those members of groups set forth in subparagraph b, above;
- d. For each job or job group, the qualifications that EisnerAmper used, if any, and the stage at which EisnerAmper used the qualification(s), as a screening device;
- e. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of EisnerAmper's evaluation of the individual components of the selection process for adverse impact; and
- f. The actions taken by EisnerAmper, where action is appropriate, after determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph b, above.

2. To show compliance with Violation 3:

Documentation of EisnerAmper's in depth analysis of its total employment process to determine where impediments to equal employment opportunity exist, including:

- i. Personnel Activity (applicant flow, hires, promotions (from, within and to), terminations, and other personnel actions);
- ii. Compensation data and analysis to determine where gender, race or ethnic base disparities exist;
- iii. Explanation of selection, recruitment, referral and other personnel procedures;
- iv. Explanation of any other areas that might impact the success of the affirmative action program not referenced; and
- v. Development of action-oriented programs designed to correct any problem area(s) identified.

3. To show compliance with Violation 4:

Documentation of EisnerAmper's listings, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 through 6, with the state workforce agency or with the local ESDS, including a list of all vacancies. Proof the EisnerAmper advised the ESDS that it is a federal contractor; and provide the ESDS with the contact information for the EisnerAmper official responsible for hiring at each of its locations, in accordance with 41 CFR60-300.5(a) 4.

4. To show compliance with Violations 5 and 7:

Documentation of EisnerAmper's outreach and recruitment efforts, targeting individuals with disabilities and veterans. EisnerAmper must provide a list of all disability and veteran outreach and recruitment activities, including but not limited to copies of letters, memos, record of telephone calls, and other documents generated in the normal course of business between EisnerAmper and any disability/veteran recruitment sources, including the organization listed in Part III under Violation 5 and Violation 7. For each outreach effort or activity, EisnerAmper must provide a description of the results and effectiveness of that effort or activity.

5. To show compliance with Violation 6:

Documentation of EisnerAmper's computations or comparisons pertaining to applicants and hires as required by 41 CFR 60-300.44(k):

- i. The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- ii. The total number of job openings and total number of jobs filled;
- iii. The total number of applicants for all jobs;
- iv. The number of protected veteran applicants hired; and
- v. The total number of applicants hired.

6. To show compliance with Violation 8:

Documentation of EisnerAmper's computations or comparisons pertaining to applicants and hires as required by 41 CFR 60-741.44(k):

- i. The number of applicants who self-identified as disabled, or who are otherwise known to be individuals with a disability;
- ii. The total number of job openings and total number of jobs filled;
- iii. The total number of applicants for all jobs;
- iv. The number of qualified disabled applicants hired; and
- v. The total number of applicants hired.

EisnerAmper will submit reports to Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E). EisnerAmper 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 EisnerAmper provides in accordance with this Agreement are customarily kept private or closely held, and EisnerAmper believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, EisnerAmper will provide such reports to OFCCP marked "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and EisnerAmper LLP, Iselin, NJ 88302-2700

Lori Reiner

Digitally signed by Lori Reiner
DN: dc=biz, dc=eisner, dc=us,
ou=Offices, ou=PA, ou=Users,
cn=Lori Reiner
Date: 2020.03.27 15:10:20 -04'00'

Ms. Lori F. Reiner
Chief People Officer
EisnerAmper LLP
Iselin, NJ

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

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

Compliance Officer
New Jersey District Office
OFCCP – Northeast Region

Date: 03/27/20

Date: 03/30/20

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

Kevin Kollgaard
Assistant District Director
New Jersey District Office
OFCCP – Northeast Region

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

Joanne Karayiannidis
District Director
New Jersey District Office
OFCCP – Northeast Region

Date: 03/30/20

Date: 03/30/20