

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
Maxim Healthcare Services, Inc.
150 State Street, Suite 140
Rochester, NY 14614**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Maxim Healthcare Services, Inc. (Maxim) establishment located at 150 State Street, Suite 140, Rochester, NY 14614, beginning on June 29, 2021. OFCCP found that Maxim 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 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. Sections 60-1 through 60-4, 60-300, and 60-741.

OFCCP notified Maxim of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on December 16, 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 Maxim 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 Maxim's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Maxim 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 Maxim'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. Maxim 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 Maxim 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. Maxim 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 Maxim submits its final progress report required in Section IV, below, unless OFCCP notifies Maxim in writing before the expiration date that Maxim 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 Maxim has met all of its obligations under the Agreement.
10. If Maxim violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34, 41 C.F.R. § 60-300.63, and/or 41 C.F.R. § 60-741.63 will govern:
 - i. OFCCP will send Maxim a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Maxim 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 Maxim 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 Maxim, 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. Maxim 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/or other appropriate relief for violating this Agreement.
11. Maxim 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:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Maxim 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, Maxim failed to collect race and gender information on applicants whom Maxim did not hire.

Remedy: Maxim will implement an applicant tracking system for hires that will allow Maxim 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 unlawful disparate treatment or unlawful adverse impact in the selection process.

2. **Violation:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Maxim 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, Maxim 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: Maxim 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. Maxim 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 statistically significant adverse impact is identified in the total selection process, Maxim will evaluate each individual component of the selection process for adverse impact. If statistically significant adverse impact is found to exist in any of the individual components of the selection process, Maxim will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in statistically significant adverse impact.

3. **Violation:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Maxim 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: Maxim 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 Maxim, as required by 41 CFR § 60-300.5(a) 2-6. With its initial listing, and as subsequently needed to update the information, Maxim will also advise the ESDS 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 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, Maxim will provide updated information simultaneously with its next job listing.

4. **Violation:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Maxim 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, Maxim indicated that no outreach and recruitment of qualified protected veterans had been undertaken.

Remedy: Maxim 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.vets.gov/veterans-employment-center>; 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.

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

5. **Violation:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Maxim failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR § 60-300.44(k). Specifically, Maxim 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 at the pre-offer phase of the hiring process.

Remedy: Maxim 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.

6. **Violation:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Maxim 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, Maxim indicated that no outreach and recruitment of qualified individuals had been undertaken.

Remedy: Maxim 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.

Maxim 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).

Maxim must document all material activities it undertakes to comply with this section, in accordance with 41 CFR § 60-741.44(f) (4).

7. **Violation:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Maxim failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR § 60–741.44(k). Specifically, Maxim failed to invite applicants to self-identify as an individual with a disability at the pre-offer phase of the hiring process. Due to Maxim’s failure to consistently collect the Section 503 self-identification form data, Maxim was unable to collect and retain the required data under 41 CFR § 60-741.44(k). Specifically, Maxim 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: Maxim 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.** Maxim 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. Maxim will retain the records until this Agreement expires or for the time-period consistent with regulatory requirements, whichever is later.

2. **Maxim Reports.**

Maxim 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, 2023 covering the period of July 1, 2022 through June 30, 2023.

Progress Report 2: Due on July 31, 2024 covering the period of July 1, 2023 through June 30, 2024.

Pursuant to Remedy 1 and Remedy 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 Maxim'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 case where the total selection process has an adverse impact, as defined in 41 CFR § 60-3.4D, the results of Maxim's evaluation of the individual components of the selection process for adverse impact; and
- e. The actions taken by Maxim, where action is required, after determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph b, above.

Pursuant to Remedy 3:

- a. Documentation showing that Maxim listed all employment openings (as defined in 41 CFR § 60-300.5(a)) with the appropriate ESDS where the openings occur, as specified in the Remedy to Violation 3. This documentation should include proof Maxim advised the ESDS that it is a federal contractor; and provided the ESDS with the contact information for the Maxim official responsible for hiring at each of its locations, in accordance with 41 CFR § 60-300.5(a)4. Additionally, Maxim will provide documentation of any known 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 Maxim. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay.

Pursuant to Remedy 4:

- a. Documentation showing that Maxim undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans as required by the regulations. This documentation should include a list of all 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 Maxim and any veteran recruitment sources. Maxim 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; and

- b. Documentation showing that Maxim 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 Maxim 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 5:

- a. Documentation of Maxim'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.

Pursuant to Remedy 6:

- a. Documentation to verify that that Maxim undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of Maxim's AAP that list the following: 1) its outreach activities with supporting documentation; 2) an assessment of the effectiveness of each activity; and 3) a copy of Maxim's annual assessment of the totality of its outreach activities, as required by 41 CFR § 60-741.44(f)(3). Maxim should note that 41 CFR § 60-741.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.

Pursuant to Remedy 7:

- a. Documentation of Maxim'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 individuals with disabilities, or who are otherwise known to be individuals with disabilities;

- 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 applicants with disabilities hired; and
- v. The total number of applicants hired.

Maxim 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) and (b) (6), (b) (7)(C)

Maxim 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 Maxim provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and Maxim believes such reports or information contained therein should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Maxim will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Maxim of the FOIA request and provide Maxim a reasonable opportunity to object to disclosure prior to disclosing the information requested in the FOIA request. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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

V. Signatures

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

Maxim Healthcare Services, Inc., Rochester, NY
Conciliation Agreement
(R00304193)

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Maxim Healthcare Services, Inc., 150 State Street, Suite 140, Rochester, NY 14614.

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

Laura Coulombe
Vice President, Human Resources & Organizational Development
Maxim Healthcare Services, Inc.
Rochester, New York

Date: 8/18/2022

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

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

Date: 8/26/2022

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

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

Compliance Officer
New Jersey District Office
OFCCP – Northeast Region

Date: 8/26/2022