

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Inspiritec, Inc.  
OFCCP Case No. R00300230

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Inspiritec, Inc. (Inspiritec) establishment located at 1600 Spearhead Division Avenue, Fort Knox, Kentucky, 40122 beginning on June 24, 2020. OFCCP found that Inspiritec failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR 60-1 through 60-2, 60-300, and 60-741.

OFCCP notified Inspiritec of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on October 11, 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 Inspiritec 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 Inspiritec'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/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Inspiritec 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 Inspiritec'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. Inspiritec 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 Inspiritec 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. Inspiritec 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 Director of Regional Operations (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 Inspiritec submits its final progress report required in Section IV, below, unless OFCCP notifies Inspiritec in writing before the expiration date that Inspiritec 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 Inspiritec has met all of its obligations under the Agreement.
10. If Inspiritec violates this Agreement:
  - a. The procedures at 41 CFR 60-1.34, 41 CFR 60-300.63, and/or 41 CFR 60-741.63 will govern:
    - i. OFCCP will send Inspiritec a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Inspiritec 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 Inspiritec 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 Inspiritec, 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. Inspiritec 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, or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Inspiritec 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 1:** During the period January 1, 2019 through June 24, 2020, Inspiritec failed to include the equal opportunity clause for E.O. 11246 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-1.4(a)(c) and (d).

**Remedy 1:** Inspiritec will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-1.4(a)(c) and (d).

- 2. **Violation 2:** During the period January 1, 2019 through June 24, 2020, Inspiritec failed to state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, in violation of 41 CFR 60-1.4(a)(2).

**Remedy 2:** Inspiritec will state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

3. **Violation 3:** During the period June 24, 2018 through June 24, 2020, Inspiritec failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, Inspiritec submitted multiple employment activity data submissions with inconsistencies in the data. When records were requested to review, they were inaccurate. Furthermore, an accurate accounting of the number of applicants and hires was not maintained, and the information was revised multiple times.

**Remedy 3:** Inspiritec will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e) and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Inspiritec has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a).

4. **Violation 4:** During the period January 1, 2019 through June 24, 2020, Inspiritec failed to disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants, in violation of 41 CFR 60-1.35(c). Specifically, Inspiritec failed to incorporate the nondiscrimination provision into existing employee manuals or handbooks.

**Remedy 4:** Inspiritec will disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants by incorporating the nondiscrimination provision into existing employee manuals or handbooks, as required by 41 CFR 60-1.35(c). In order to facilitate the implementation of this requirement, OFCCP has created two versions of the nondiscrimination provision which can be found on OFCCP's website.<sup>1</sup>

5. **Violation 5:** During the period January 1, 2020 through December 31, 2020, Inspiritec failed to submit an acceptable organizational profile, in violation of 41 CFR 60-2.11. Specifically, the workforce analysis submitted in Inspiritec's 2020 Executive Order affirmative action program (AAP) failed to include identifiable departments that reflect

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<sup>1</sup> The formatted and unformatted Pay Transparency Nondiscrimination posters can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/posters>.

the contractor's organizational structure and did not include the wage rate or salary range for each job title.

**Remedy 5:** Inspiritec will develop and include in the E.O. 11246 AAP an organizational profile that depicts the staffing patterns within its establishment, as required by 41 CFR 60-2.10(b)(1)(i) and 60-2.11.

6. **Violation 6:** During the period January 1, 2019 through June 24, 2020, Inspiritec failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-741.5(a)-(d).

**Remedy 6:** Inspiritec will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)-(d). If Inspiritec 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 60-741.5(d).

7. **Violation 7:** During the period January 1, 2019 through June 24, 2020, Inspiritec failed to post the location and hours during which the Section 503 AAP could be obtained, in violation of 41 CFR 60-741.41.

**Remedy 7:** Inspiritec will make available its Section 503 AAP, absent the data metrics required by 41 CFR 60-741.44(k), to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the AAP can be obtained, as required by 41 CFR 60-741.41.

8. **Violation 8:** During the period January 1, 2019 through June 24, 2020, Inspiritec failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Further, OFCCP's investigation revealed that Inspiritec provided unacceptable self-identification information for employees and applicants.

**Remedy 8:** Inspiritec will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website).<sup>2</sup> More specifically, Inspiritec will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Inspiritec shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Inspiritec shall invite each of its

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<sup>2</sup> The OMB-approved voluntary self-identification of disability form can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/self-id-forms>.



employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, Inspiritec shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Inspiritec will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

9. **Violation 9:** During the period of January 1, 2019 through June 24, 2020, Inspiritec 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, Inspiritec failed to document all outreach recruitment activities and retain such documentation. Due to this failure, Inspiritec failed to evaluate each outreach and recruitment activity and come to a reasonable conclusion as to whether each activity is effective in identifying and recruiting qualified individuals with disabilities. Further, Inspiritec failed to conduct an assessment of its overall outreach and recruitment efforts and reach a conclusion regarding whether its efforts as a whole are effective.

**Remedy 9:** Effective immediately, Inspiritec will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2).

Inspiritec 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). Inspiritec will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4). As part of these outreach and recruitment activities, Inspiritec will use the disability organizations listed below and/or other resources identified by Inspiritec to recruit qualified temporary and permanent job candidates:

Keith Hosey, Supervisory Vocational Rehabilitation Specialist  
Department of Veteran Affairs, VHA VR  
Robley Rex VA Medical Center  
Attn: CWT 116  
800 Zorn Avenue, Louisville, KY 40206  
Phone: (502) (b) (6), (b) (7)(C)  
Email: (b) (6), (b) (7)(C)@va.gov

Deana Wilson-Kimble, Employer Services Branch Manager  
Kentucky Office of Vocational Rehabilitation  
410 East Mount Vernon St, Somerset, KY 42501  
Phone: (270) (b) (6), (b) (7)(C)  
Email: (b) (6), (b) (7)(C)@ky.gov

Kitty Zachery, Executive Director  
Coalition for Workforce Diversity  
8412 Westport Rd., Louisville, KY 40242  
Phone: (502) (b) (6), (b) (7)(C)  
Email: (b) (6), (b) (7)(C)@coalitionfwd.com

10. **Violation 10:** During the period of January 1, 2019 through June 24, 2020, Inspiritec failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k). Inspiritec's Section 503 AAP failed to include the data collection analysis element described in 41 CFR 60-741.44(k).

**Remedy 10:** Inspiritec will include the data collection analysis in its Section 503 AAP, documenting the following computations or comparisons pertaining to applicants and hires, on annual basis, and will maintain this data for (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.

11. **Violation 11:** During the period January 1, 2020 through December 31, 2020, Inspiritec failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60-741.45.

**Remedy 11:** Inspiritec will annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. When conducting this utilization analysis, Inspiritec will use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if Inspiritec has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60-741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in Inspiritec's workforce be less than the utilization goal, Inspiritec will take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exist, and will develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

12. **Violation 12:** During the period January 1, 2019 through June 24, 2020, Inspiritec 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 12:** Inspiritec 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 Inspiritec 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).

13. **Violation 13:** During the period January 1, 2019 through June 24, 2020, Inspiritec 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 13:** Inspiritec 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 Inspiritec, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Inspiritec 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 change since it was last reported to the ESDS, Inspiritec shall provide updated information simultaneously with its next job listing. As part of these efforts, Inspiritec will use the local ESDS contact below:

Cynthia Rogers, Local Veteran Employment Representative  
Kentucky Career Center, Employment Services  
Career Development Office  
600 West Cedar Street, Louisville, KY 40202  
Phone: (502) (b) (6), (b) (7)(C)  
Email: (b) (6), (b) (7)(C)@ky.gov

14. **Violation 14:** During the period January 1, 2019 through June 24, 2020, Inspiritec failed to post the location and hours during which the VEVRAA AAP could be obtained, in violation of 41 CFR 60-300.41.

**Remedy 14:** Inspiritec will make available its VEVRAA AAP, absent the data metrics required by 41 CFR 60-300.44(k), to all employees and/or applicants for employment for inspection upon request; and post the location and hours during which the VEVRAA AAP can be obtained, as required by 41 CFR 60-300.41.

15. **Violation 15:** During the period of January 1, 2019 through June 24, 2020, Inspiritec 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, Inspiritec failed to document and retain records associated with its outreach and recruitment activities. Due to this failure, Inspiritec failed to evaluate each outreach and recruitment activity and come to a reasonable conclusion as to whether each activity is effective in identifying and recruiting qualified protected veterans.

**Remedy 15:** Effective immediately, Inspiritec 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). Inspiritec 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). Inspiritec will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

16. **Violation 16:** During the period of January 1, 2019 through June 24, 2020, Inspiritec failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k). Inspiritec's VEVRAA AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

**Remedy 16:** Inspiritec will include the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, documenting the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for (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 as 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.

17. **Violation 17:** During the period of January 1, 2020 through December 31, 2020, Inspiritec 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, Inspiritec failed to use one of two methods in establishing a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60-300.45.

**Remedy 17:** Inspiritec agrees to establish a hiring benchmark, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). Inspiritec agrees to document its hiring benchmark, and, if Inspiritec sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it will also document each factor that it considered in establishing its benchmark and the relative significance it accorded

to each one. Inspiritec agrees to retain the records for three years, as required by 41 CFR 60-300.45(c).

#### **IV. OFCCP Monitoring Period**

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

2. **Contractor Reports.**

Inspiritec 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 February 15, 2023, covering the period from the Effective Date of this Agreement through December 31, 2022. Progress Report 1 will include the following:
  - i. Pursuant to Remedy 1, 6 & 12: Documentation of subcontracts and/or purchase orders that include or reference the provisions of the equal opportunity clauses for each of the laws that OFCCP enforces (below).
    - Equal Opportunity Clause (Executive Order 11246) at 41 CFR 60-1.4(a)
    - Equal Opportunity Clause (Section 503) at 41 CFR 60-741.5(a)
    - Equal Opportunity Clause (VEVRAA) at 41 CFR 60-300.5(a)
  - ii. Pursuant to Remedy 2: Documentation of notices in solicitations or advertisements for employees placed by or on behalf of Inspiritec, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).
  - iii. Pursuant to Remedy 3: Documentation that confirms and describes how Inspiritec has implemented a record retention policy and system to preserve personnel and employment records including the tracking of applicants, hires, decisions at each step in the hiring process, and that documents are retained in accordance with the requirements of 41 CFR 60-1.12, 41 CFR 60-3.4 and 41 CFR 60-3.15.

- iv. Pursuant to Remedy 4: Documentation of the Pay Transparency Nondiscrimination Provision disseminated to employees and applicants in employee handbooks or manuals.
- v. Pursuant to Remedy 5: Documentation of an acceptable organizational display or workforce analysis as of the start of the 2023 AAP year prepared in accordance with the requirements of 41 CFR 60-2.11.
- vi. Pursuant to Remedy 7 & 14: Documentation of notices that the Section 503 and VEVRAA AAPs are available for review by applicants and employees upon request.
- vii. Pursuant to Remedy 8:
  - Documentation that Inspiritec has invited its applicants for employment to voluntarily self-identify as an individual with a disability using the current OMB-approved form. This documentation will include five completed Section 503 self-identification forms.
  - Documentation that Inspiritec has invited each of its employees to voluntarily self-identify as an individual with a disability using the current OMB-approved form. This invitation will include a reminder to employees that they may voluntarily update their disability-related self-identification information at any time.
- viii. Pursuant to Remedy 9 & 15:
  - Documentation of Inspiritec's outreach and positive recruitment activities taken during the progress reporting period to recruit qualified individuals with a disability and protected veterans, including evidence of job vacancy announcements sent to, responses from, and communications with, at least the recruitment sources identified in Part III above and from all other recruitment sources used during this period.
  - A list of hires during the progress reporting period that self-identified as an individual with a disability and/or as a protected veteran, including the job title and annualized salary for each hire.
  - Results of the evaluation of the assessment of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified individuals with a disability and protected veterans during the 2022 AAP year. This evaluation will identify the criteria used to evaluate the effectiveness of each effort and the company's conclusion as to whether each effort was effective.
- ix. Pursuant to Remedy 10: Documentation of Inspiritec's Section 503 data collection analysis covering the 2022 AAP year. The report shall contain

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.

- x. Pursuant to Remedy 11: Documentation of Inspiritec's utilization analysis evaluating the representation of individuals with disabilities in each job group as of January 1, 2023 (reflecting the start of the 2023 AAP year), using the 7% aspirational utilization goal established by OFCCP. Additionally, should the percentage of individuals with disabilities in one or more job groups or in Inspiritec's workforce be less than the utilization goal, provide documentation of Inspiritec's determination as to whether and where impediments to equal employment exist, and documentation of action-oriented programs to correct any identified problems.
- xi. Pursuant to Remedy 13:
  - Documentation that Inspiritec listed all employment openings with the appropriate Employment Service Delivery System (ESDS), as required by 41 CFR 60-300.5(a)2-6.
  - Documentation that Inspiritec advised the ESDS, with its initial listing and as subsequently needed to update the information, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state.
  - Documentation that Inspiritec provided the ESDS with the name and address of each of its hiring locations within the state and the contact information for the official responsible for hiring at each location.
  - A list, preferably in MS Excel format, of all job titles in which hiring occurred during the progress reporting period. This list must include the hire date for each hired applicant.
- xii. Pursuant to Remedy 16: Documentation of Inspiritec's VEVRAA data collection analysis covering the 2022 AAP year. The report shall contain the number of applicants who self-identified as protected veterans, or who are otherwise known as 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.
- xiii. Pursuant to Remedy 17: Documentation of Inspiritec's VEVRAA hiring benchmark, including a description of the methodology used to establish the hiring benchmark.



b. Progress Report 2: Due on February 15, 2024, covering the period from January 1, 2023 through December 31, 2023.

i. Pursuant to Remedy 3: For each job group:

- a. The total number of applicants and hires by job group, gender, race, and ethnicity during the reporting period.
- b. For each job group, the results of Inspiritec's analysis as to whether its total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups set forth in 41 CFR 60-3.4B.
- c. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of Inspiritec's evaluation of the individual components of the selection process for adverse impact.
- d. The corrective actions Inspiritec implemented upon determining that any component of the selection process has an adverse impact on a particular gender, race or ethnic group.

ii. Pursuant to Remedy 8:

- Documentation that Inspiritec has invited its applicants for employment to voluntarily self-identify as an individual with a disability using the current OMB-approved form. This documentation will include five completed Section 503 self-identification forms.
- Documentation that Inspiritec has invited each of its employees to voluntarily self-identify as an individual with a disability using the current OMB-approved form. This invitation will include a reminder to employees that they may voluntarily update their disability-related self-identification information at any time. This documentation will include five completed Section 503 self-identification forms.

iii. Pursuant to Remedy 9 & 15: Documentation to include:

- Documentation of Inspiritec's outreach and positive recruitment activities taken during the progress reporting period to recruit qualified individuals with disabilities and protected veterans, including evidence of job vacancy announcements sent to, responses from, and communications with, at least the recruitment sources identified in Part III above and from all other recruitment sources used during this period.

- A list of hires during the progress reporting period that self-identified as an individual with a disability and/or as a protected veteran, including the job title and annualized salary for each hire.
  - Results of the evaluation of the assessment of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified individuals with disabilities and protected veterans during the 2023 AAP year. This evaluation will identify the criteria used to evaluate the effectiveness of each effort and the company's conclusion as to whether each effort was effective.
- iv. Pursuant to Remedy 10: Documentation of Inspiritec's Section 503 data collection analysis covering the 2023 AAP year. The report shall contain 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.
- v. Pursuant to Remedy 11: Documentation of Inspiritec's utilization analysis evaluating the representation of individuals with disabilities in each job group as of January 1, 2024 (reflecting the start of the 2024 AAP year), using the 7% aspirational utilization goal established by OFCCP. Additionally, should the percentage of individuals with disabilities in one or more job groups or in Inspiritec's workforce be less than the utilization goal, provide documentation of Inspiritec's determination as to whether and where impediments to equal employment exist, and documentation of action oriented programs to correct any identified problems.
- vi. Pursuant to Remedy 13:
- Documentation that Inspiritec listed all employment openings with the appropriate Employment Service Delivery System (ESDS), as required by 41 CFR 60-300.5(a)2-6.
  - A list, preferably in MS Excel format, of all job titles in which hiring occurred during the progress reporting period. This list must include the hire date for each hired applicant.
- vii. Pursuant to Remedy 16: Documentation of Inspiritec's VEVRAA data collection analysis covering the 2023 AAP year. The report shall contain the number of applicants who self-identified as protected veterans, or who are otherwise known as 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.

Inspiritec will submit reports to (b) (6), (b) (7)(C) Senior Compliance Officer, OFCCP Southeast Regional Office, at [REDACTED] l.gov. Inspiritec 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 Inspiritec provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Inspiritec believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Inspiritec will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Inspiritec of the FOIA request and provide Inspiritec 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 Inspiritec's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Inspiritec in writing within sixty (60) days of the date of the final progress report that Inspiritec 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 Inspiritec within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Inspiritec has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Inspiritec, Inc. 1600 Spearhead Division Avenue, Fort Knox, Kentucky 40122.

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

John F. Connolly, Jr.  
President & CEO  
Inspiritec, Inc.  
1600 Spearhead Division Avenue  
Fort Knox, Kentucky 40122

DATE: December 2, 2022

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

Adam Young  
Director of Regional Operations  
OFCCP, Southeast Regional Office

DATE: 12/09/2022

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

Senior Compliance Officer  
OFCCP, Southeast Regional Office

DATE: December 9, 2022