

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Maxim Healthcare Services, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Maxim Healthcare Services, Inc. (“Contractor”) located at 2699 Lee Road, Suite 512 Winter Park, FL 32789, beginning on December 13, 2021. OFCCP found that Contractor 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.

OFCCP notified Contractor of the specific alleged violations and the corrective actions required in a Notice of Violation (NOV) issued on January 18, 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 Contractor 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 Contractor’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 Contractor 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 Contractor’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. Contractor 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 Contractor 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. Contractor 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.
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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor 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 Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Contractor 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 Contractor 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 the Contractor, 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. Contractor 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. Contractor 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, Contractor failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); and, Contractor failed to maintain, where possible, and have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c). Specifically, Contractor failed to keep all applicants’ records for a period of two years from the date of the making of the record or the personnel action, which ever occurred later.

REMEDY: Contractor 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 Contractor 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); and maintain and/or have available records showing, where possible, the gender,

race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

- 2. VIOLATION:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Contractor failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b), as required by 41 CFR 60-2.17(c). Specifically, Contractor failed to address known problem areas in its total employment process by failing to account for known HRIS deficiencies such as, applicant data retrieval by job group.

REMEDY: Contractor will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b), as required by 41 CFR 60-2.17(c).

- 3. VIOLATION:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Contractor failed to maintain and have available for inspection records or other information that would disclose the impact that Contractor selection procedures have upon the employment opportunities of applicants and/or Internet Applicants by identifiable gender, race, or ethnic group, as set forth in 41 CFR 60-3.4(b), in order to determine its compliance with the Uniform Guidelines on Employee Selection Procedures. 41 CFR 60-3.4(d) and 41 CFR 60-3.15(a).

REMEDY: Contractor will perform an analysis of its entire selection and hiring process, at least annually, to determine if any selection disparities exist. Where the total selection process for a job has adverse impact against groups of applicants and/or Internet Applicants by identifiable gender, race, or ethnic group listed in 41 CFR 60-3.4(b), Contractor will maintain and have available for inspection records or other information showing which components have adverse impact, in accordance with the Uniform Guidelines on Employee Selection Procedures.

- 4. VIOLATION:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Contractor failed to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exists and, where necessary to develop and execute action-oriented programs to correct those identified impediments, as required by 41 CFR 60-2.17(b). Specifically, Contractor failed to analyze and evaluate its hiring activity to determine whether there were disparities based on gender, race, or ethnicity.

REMEDY: Contractor will immediately begin to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR 60-2.17(b).

- 5. VIOLATION:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Contractor failed to develop and implement an auditing system that periodically

measured the effectiveness of its total Affirmative Action Program (AAP) to ensure equal employment opportunity in accordance with 41 CFR 60-2.17(d).

REMEDY: Contractor will immediately begin to develop and implement an auditing system that periodically measures the effectiveness of its total AAP to ensure equal employment opportunity in accordance with 41 CFR 60-2.17(d).

6. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Contractor failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f). Specifically, the Contractor failed to document all outreach and recruitment activities and retain such documentation.

REMEDY: During the period remaining under Contractor's current AAP, Contractor will undertake appropriate external outreach and positive recruitment activities, such as those described at 41 CFR 60-741.44(f)(2), that are reasonably designed to effectively recruit qualified individuals with disabilities and shall document all activities it undertakes to meet this requirement.

With the effective date of its next AAP, Contractor 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). Contractor 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). Contractor will document all 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, Contractor failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: Contractor 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): a) The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; b) The total number of job openings and total number of jobs filled; c) The total number of applicants for all jobs; d) The number of applicants with disabilities hired; and e) The total number of applicants hired.

8. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Contractor failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 CFR 60-300.44(f). Specifically, Contractor failed to document all outreach and recruitment activities and retain such documentation.

REMEDY: During the period remaining under Contractor's current AAP, Contractor will undertake appropriate external outreach and positive recruitment activities, such as those described at 41 CFR 60-300.44(f)(2), that are reasonably designed to effectively recruit

qualified protected veterans and shall document all activities it undertakes to meet this requirement.

With the effective date of its next AAP, Contractor 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). Contractor 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). Contractor will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

9. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Contractor failed to immediately list all employment openings with the appropriate employment service delivery system where the opening occurs in violation of 41 CFR 60-300.5(a)2-6. Contractor also failed to advise the employment service delivery system that it desires priority referrals from the state of protected veterans for job openings at all locations within the state.

REMEDY: Contractor 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 Contractor, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Contractor 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, Contractor shall provide updated information simultaneously with its next job listing.

10. **VIOLATION:** During the period July 1, 2020 through June 30, 2021, Contractor failed to document and maintain the required data pertaining to applicants and hires, as required by 41 CFR 60-300.44(k).

REMEDY: Contractor will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and maintain this data for three (3) years, in accordance with 41 CFR 60-300.44(k): (1) The number of applicants who self-identified as protected veterans pursuant to 41 C.F.R. § 60-300.42(a), or who are otherwise known as protected veterans; (2) The total number of job openings and total number of jobs filled; (3) The total number of applicants for all jobs; (4) The number of protected veteran applicants hired; and (5) The total number of applicant.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

Contractor 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 March 1, 2024, covering the period from the Effective Date of the Conciliation Agreement through December 31, 2023.

Progress Report 2: Due on March 1, 2025, covering the period of January 1, 2024 through December 31, 2024.

Progress Reports 1 and 2 will include the following:

a) Documentation in MS Excel format, all expressions of interest whether through paper or electronic, seeking employment to opportunities at the establishment under review during the applicable progress reporting period. This list will include but not limited to the following:

AAP Job Group, Name of candidate, Race, Gender, Date candidate expressed interest in employment, Job title candidate applied/expressed interest, Date of interview, if applicable, Date of hire, Job title at hire. If not hired, detailed reason for rejection.

b) Documentation of the total number of applicants and hires and the breakdown by gender and race/ethnicity for positions during the covered timeframe including temporary, part-time, and seasonal workers who were referred to and/or assigned to work for the contractor by a staffing firm or employment agency. For each job group, applicants for whom race and/or gender is not known will be included in the data submitted. Documentation will include:

- i. Documentation of the bona fide job offers made to for the corresponding vacancies they applied for, following the effective date of this Conciliation Agreement Such documentation will include a list of all offered jobs, the date of the job offer, the date the offer was accepted or rejected, and the name of immediate supervisor or hiring official(s) involved in the process.
- ii. A list of all applicants who were considered for placement pursuant to this Agreement but whom Contractor determined did not successfully complete the selection process. If candidate self-withdrew, provide the

step in the selection process where they self-withdrew, and the reason provided for withdrawal.

- iii. Contractor will also provide for each person who failed, the reason for Contractor's determination that the applicant failed to successfully complete the placement process. If the candidate was not found to be qualified for the job, provide the specific criteria they did not possess.
- c) Adverse impact analyses by job group with the requirements of 41 CFR 60-3.4 and 3.15 at least on a semi-annual basis. If contractor finds statistically significant disparities, contractor will investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. Contractor will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken.
- d) Documentation that contractor listed all employment openings, as defined by 41 CFR 60-300.5(a)2-6, with the appropriate employment service delivery system agency, including evidence that Contractor has advised 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 provided 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.
- e) Documentation that contractor annually reviewed its outreach and recruitment efforts for protected veterans, assessed their effectiveness, and documented this review. Specifically, documentation of the steps taken by the Contractor to ensure compliance with VEVRAA's outreach requirements and confirmation that Contractor documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and the conclusion as to whether each effort was effective.
- f) Documentation that contractor annually reviewed its outreach and recruitment efforts for individuals with disabilities to ensure compliance with Section 503's outreach requirements, assessed their effectiveness, and documented this review. Specifically, documentation of the steps taken by the Contractor to ensure compliance with Section 503's outreach requirements and confirmation that Contractor documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and the conclusion as to whether each effort was effective.
- g) Copy of the Contractor's current Executive Order 11246 AAP identification of problem areas, action-oriented programs, and internal audit and reporting system narratives as of the progress report due date. Evidence that Contractor has designed and implemented an audit and reporting system that measures the effectiveness of its affirmative action program; indicates any need for remedial

action; determines the degree to which contractor's objectives have been attained.

- h) Documentation of Contractor's computations or comparisons pertaining to applicants and hires during the reporting period, as required by 41 CFR 60-300.44(k) and 41 CFR 60-741.44(k):
1. The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
 2. The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
 3. The total number of job openings and total number of jobs filled;
 4. The total number of applicants for all jobs;
 5. The number of protected veteran applicants hired;
 6. The number of applicants with disabilities hired; and
 7. The total number of applicants hired.

Contractor will submit reports to District Director Miguel A. Rivera Jr., at (b) (6), (b) (7)(C)@dol.gov, with copy to Assistant District Director Jacqueline Ortiz-Baerga at (b) (6), (b) (7)(C)@dol.gov, and to Compliance Officer (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @dol.gov. Contractor 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 Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Contractor of the FOIA request and provide Contractor 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 Contractor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor 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 Maxim Healthcare Services, Inc.

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

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

DATE: 5/12/2023

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

Miguel A. Rivera Jr.
District Director
Southeast Region

DATE: 05/17/2023

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

Jacqueline Ortiz-Baerga
Assistant District Director
Southeast Region

DATE: 05/15/23

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

Compliance Officer
Southeast Region

DATE: 05/12/23