

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 the TravelMax 680 (Contractor) establishment located at 3109 W. Dr. Martin Luther King Jr. Blvd. Suites 500 and 501, Tampa, FL 33607, beginning on May 26, 2021. OFCCP found that Contractor 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 CFR 60-1, 41 CFR 60-2, 41 CFR 60-3, 41 CFR 60-300 and 41 CFR 60-741.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on March 24, 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 violation(s) 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 (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 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 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 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 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. 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:** During the period July 1, 2019 through January 1, 2021, TravelMax 680 failed to 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).

REMEDY: TravelMax 680 will maintain and/or 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).

2. **VIOLATION:** During the period July 1, 2019 through June 30, 2020, TravelMax 680 failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, TravelMax 680 failed to demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results designed to effectively recruit qualified females in Job Groups 2B1, 2B3, 2G1 and 3B1.

REMEDY: TravelMax 680 will develop and execute action-oriented programs designed

to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, TravelMax 680 will demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results designed to effectively recruit qualified females in Job Groups 2B1, 2B3, 2G1 and 3B1.

- 3. VIOLATION:** During the period July 1, 2019 through January 1, 2021, TravelMax 680 failed to maintain and have available for each job, records and other information showing whether the total selection process for that job had adverse impact by gender, race or ethnic group, in violation of 41 CFR 60-3.15.

REMEDY: TravelMax 680 will collect, maintain, and have available for each job, records or other information showing whether the total selection process for that job has an adverse impact. The adverse impact determinations will be conducted by gender and for each race or ethnic group that constitutes 2 percent or more of the labor force in the relevant labor area or 2 percent of the applicable workforce. When the total selection process for a job has an adverse impact, TravelMax 680 will maintain and have available records or other information showing which components have an adverse impact, including one or more of the types of documentation of validity evidence identified in 41 CFR 60-3.15A(3)(a).

- 4. VIOLATION:** During the period July 1, 2019 through June 30, 2020, TravelMax 680 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: TravelMax 680 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 TravelMax 680, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, TravelMax 680 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, TravelMax 680 shall provide updated information simultaneously with its next job listing.

- 5. VIOLATION:** During the period July 1, 2019 through January 1, 2021, TravelMax 680 failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42.

REMEDY: TravelMax 680 shall invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, TravelMax 680 shall invite applicants for employment, prior

to an offer of employment, to voluntarily identify as a protected veteran. Additionally, TravelMax 680 shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform if the applicant believes that he or she is a protected veteran. TravelMax 680 may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). TravelMax 680 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 60-300.42(e).

- 6. VIOLATION:** During the period July 1, 2019 through June 30, 2020, TravelMax 680 failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i). Specifically, TravelMax 680 did not document efforts to undertake appropriate outreach and positive recruitment.

REMEDY: TravelMax 680 will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2).

- 7. VIOLATION:** During the period July 1, 2019 through January 1, 2021, TravelMax 680 failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: TravelMax 680 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.

- 8. VIOLATION:** During the period July 1, 2019 through January 1, 2021, TravelMax 680 failed to invite its 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. Specifically, TravelMax 680 failed to invite Self-ID pre-offer and failed to invite Self-ID post-offer to voluntarily inform TravelMax 680 whether the applicant believes that he or she is an individual with a disability.

REMEDY: TravelMax 680 shall invite its applicants for employment to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, TravelMax 680 shall 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). TravelMax 680 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. TravelMax 680 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:** During the period July 1, 2019 through January 1, 2021, TravelMax 680 failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: TravelMax 680 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.

10. **VIOLATION:** During the period July 1, 2019 through June 30, 2020, TravelMax 680 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)(1)(i). Specifically, TravelMax 680 did not document efforts to undertake appropriate outreach and positive recruitment.

REMEDY: TravelMax 680 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).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor 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. 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:

- a. Progress Report 1: Due on August 31, 2024 covering the period of August 1, 2023 through July 31, 2024.

- Documentation of the total number of applicants and hires and the breakdown by gender of applicants and hires and the breakdown of race and ethnicity of applicants and hires for positions during the covered timeframe. (Violation #1)
- Documentation TravelMax 680 has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results designed to effectively recruit qualified females in Job Groups 2B1, 2B3, 2G1 and 3B1. (Violation #2)
- Adverse impact analyses by job group with the requirements of 41 CFR 60-3.15 at least on a semi-annual basis. If TravelMax 680 finds statistically significant disparities, TravelMax 680 will investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. TravelMax 680 will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken. (Violation #3)
- Documentation TravelMax 680 listed all employment openings, as defined by 41 CFR 60-300.5(a) 2-6 and the revised regulations implementing the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended. (Violation #4)
- Documentation of appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2). (Violation #6)
- 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. (Violations #5 and #7)
- 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. (Violations #8 and #9)
- Documentation of 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). (Violation #10)

b. Progress Report 2: Due on August 31, 2025 covering the period of August 1, 2024 through July 31, 2025.

- Documentation of the total number of applicants and hires and the breakdown by gender of applicants and hires and the breakdown of race and ethnicity of applicants and hires for positions during the covered timeframe. (Violation #1)
- Adverse impact analyses by job group with the requirements of 41 CFR 60-3.15 at least on a semi-annual basis. If TravelMax 680 finds statistically significant disparities, TravelMax 680 will investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. TravelMax 680 will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken. (Violation #3)

Contractor will submit reports to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov, Equal Opportunity Assistant (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov and Assistant District Director Guy Auguste at (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 TravelMax 680, 3109 W. Dr. Martin Luther King Jr. Blvd. Suites 500 and 501, Tampa, FL 33607.

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

Bart Kelly
Chief Human Resources Officer
TRAVELMAX 680
3111 W Dr. Martin Luther King Jr., Blvd., Ste. 500
Tampa, Florida 33607

DATE: 5/18/2023

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

Christopher D. Williams
District Director-Birmingham
Southeast Region

DATE: 05/18/2023

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

for

Guy R. Auguste
Assistant District Director-Birmingham
Southeast Region

DATE: 05/18/2023

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

Compliance Officer-Birmingham
Southeast Region

DATE: 05/18/2023