

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Maxim Healthcare Services 036

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Maxim Healthcare Services 036 (Contractor) establishment located at 8521 Six Forks Road Suite 350 and 360, Raleigh, NC, beginning on April 19, 2022. 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 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 60-741, and 41 CFR 60-300.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on May 25, 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 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:** OFCCP found that during the period of July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036 failed to maintain and/or have available records showing the gender, race, and ethnicity of each employee; and 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: Maxim Healthcare Services 036 will maintain and/or have available records showing the gender, race, and ethnicity of each employee; and 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 July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036 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, Maxim 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: Maxim Healthcare Services 036 will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, Maxim Healthcare Services 036 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 July 1, 2020 through December 31, 2021, Maxim Healthcae Services 036 failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

REMEDY: Maxim Healthcare Services 036 will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, Maxim Healthcare Services 036 will monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out.

4. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036 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 Healthcare Services 036 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 Healthcare Services 036, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Maxim Healthcare Services 036 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, Maxim

Healthcare Services 036 will provide updated information simultaneously with its next job listing.

5. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036 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: Maxim Healthcare Services 036 will 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, Maxim Healthcare Services 036 will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Maxim Healthcare Services 036 will invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Maxim Healthcare Services 036 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). Maxim Healthcare Services 036 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:** OFCCP found that during the period of July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, although Contractor's AAP included a review of personnel processes section advising that a review was conducted to ensure that its personnel processes provided for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, Contractor's failure to offer applicants the opportunity to self-identify as veterans prohibited this from occurring.

REMEDY: Maxim Healthcare Services 036 will include the review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

7. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through June 30, 2021, Maxim Healthcare Services 036 failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to

identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

CORRECTIVE ACTION: Maxim Healthcare Services 036 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). If Maxim Healthcare Services 036 concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

8. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, although Contractor's AAP included a review of personnel processes section advising that a review was conducted to ensure that its personnel processes provided for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, Contractor's failure to offer applicants the opportunity to self-identify as individuals with disabilities prohibited this from occurring.

REMEDY: Maxim Healthcare Services 036 will include the data collection analysis described in 41 CFR 60-741.44(k) in its Section 503 AAP, as required by 41 CFR 60-741.44.

9. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036 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.

REMEDY: Maxim Healthcare Services 036 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 must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Maxim Healthcare Services 036 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). Maxim Healthcare Services 036 will 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, Maxim Healthcare Services 036 will invite each of its 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, Maxim Healthcare Services 036 will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Maxim Healthcare Services 036 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).

10. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036 failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

REMEDY: Maxim Healthcare Services 036 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). If Maxim Healthcare Services 036 concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it will identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

11. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036 failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: Maxim Healthcare Services 036 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): (1) The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; (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 applicants with disabilities hired; and (5) The total number of applicants hired.

12. **VIOLATION:** OFCCP found that during the period of July 1, 2020 through December 31, 2021, Maxim Healthcare Services 036 failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: Maxim Healthcare Services 036 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): (1) The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; (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 applicants with disabilities hired; and (5) The total number of applicants hired.

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:

Progress Report 1: Due on August 1, 2024, covering the period from the Effective Date of the Conciliation Agreement through June 30, 2024.

Progress Report 2: Due on August 1, 2025, covering the period of July 1, 2024 through June 30, 2025.

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 George Rouse III, at (b) (6), (b) (7)(C) [dol.gov](mailto:george.rouse@dol.gov), with a copy to Compliance Officer (b) (6), (b) (7)(C) [dol.gov](mailto:compliance@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)

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

DATE: 6/26/2023

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

District Director - Charlotte
Southeast Region

DATE: 6/28/2023

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

Compliance Officer
Southeast Region

DATE: 6/28/2023