

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Maxim Staffing Solutions 756

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Maxim Staffing Solutions 756 (Maxim) establishment located at 33 Terminal Way, Suite 400, Pittsburgh, PA 15219, beginning on September 10, 2021. OFCCP found that Maxim 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 C.F.R. 60-1, 41 C.F.R. 60-2, 41 C.F.R. 60-300, and 41 C.F.R. 60-741.

OFCCP notified Maxim of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 15, 2023.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Maxim enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Maxim's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Maxim violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Maxim's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Maxim will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Maxim of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations,

or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Maxim agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Maxim submits its final progress report required in Section V, below, unless OFCCP notifies Maxim in writing before the expiration date that Maxim has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Maxim has met all of its obligations under the Agreement.
10. If Maxim violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300. 63 and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Maxim a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Maxim shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Maxim is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by Maxim, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Maxim may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Maxim does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the OFCCP.
- 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, 2020 through June 30, 2021, Maxim failed to maintain and/or have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, Maxim failed to maintain complete applicant records.

Remedy: Maxim will maintain and 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:** During the period July 1, 2020 through June 30, 2021, Maxim failed to determine minority and female availability in accordance with 41 CFR 60 -2.14. Specifically, Maxim failed to identify the pool of promotable, transferable, and trainable employees for each job group, with a brief explanation of the rationale for selection of that pool as content of their affirmative action program as is required by 41 CFR 60-2.14(f).

Remedy: Maxim will determine minority and female availability in accordance with 60-2.14. Specifically, as is required by 41 CFR 60-2.14(f), Maxim will include as content of their affirmative action program the identification of the pool of promotable, transferable, and trainable employees for each job group, with a brief explanation of the rationale for selection of that pool.

3. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to 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 failed to analyze applicant flow and hire activity to determine whether there were selection disparities as required by 41 CFR 60-2.17(b)(2) and failed to analyze its compensation system to determine whether there were gender-, race-, or ethnicity-based disparities as required by 41 CFR 60-2.17(b)(3).

Remedy: Maxim 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 will analyze applicant flow and hire activity to determine whether there were selection disparities and will evaluate its compensation system to determine whether there were gender-, race-, or ethnicity-based disparities.

4. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim 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). Specifically, Maxim failed to 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.

Remedy: Maxim 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 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.

5. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to 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; 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 Maxim official responsible for hiring at each location; and immediately list all employment openings with either the state workforce agency job bank or a local

employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

Remedy: Maxim will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Maxim, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Maxim must 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 Maxim 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 shall provide updated information simultaneously with its next job listing.

6. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim 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 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 will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Maxim 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 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 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).

7. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to conduct an accurate review of personnel processes as required by 41 CFR 60-300.44(b). Specifically, although Maxim'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, Maxim's failure to offer applicants the opportunity to self-identify as protected veterans prohibited this from occurring.

Remedy: Maxim 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.

8. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim 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). Specifically, when evaluating the effectiveness of outreach efforts Maxim is required by 41 CFR 60-300.44(f)(3) to use the data collected pursuant to 41 CFR 60-300.44(k).

Remedy: Maxim will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). Maxim will document each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and their conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to paragraph 41 CFR 60-300.44(k) for the current year and the two most recent previous years. If Maxim concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

9. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to design and implement an audit and reporting system, as required by 41 CFR 60-300.44(h)(1)(i) through (v). Specifically, Maxim failed to conduct an audit and reporting system that (i) measured the effectiveness of Maxim's affirmative action program; (ii) indicated need for remedial action; (iii) determined the degree to which Maxim's objectives had been attained; and (v) measured Maxim's compliance with the affirmative action program's specific obligations.

Remedy: Maxim will design and implement an audit and reporting system, as required by 41 CFR 60-300.44(h)(1). Specifically, Maxim will design and implement 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 Maxim's objectives have been attained; determines whether known protected veterans have had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measures Maxim's compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

10. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

Remedy: Maxim will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-300.44(k): (a) The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; (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 protected veteran applicants hired; and (e) The total number of applicants hired.

11. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, Maxim failed to keep personnel or employment records specific to its VEVRAA obligations.

Remedy: Maxim will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60 -300.80(a), and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

12. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim 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. Specifically, Maxim failed to invite self-id pre-offer, failed to invite self-id post-offer, and failed to invite each of its employees to voluntarily inform Maxim whether the employee believes that he or she is an individual with a disability at five-year intervals with at least one reminder during the intervening years.

Remedy: Maxim 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). More specifically, Maxim 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). Maxim 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, Maxim shall 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 shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Maxim 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).

13. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to conduct an accurate review of personnel processes as required by 41 CFR 60 - 741.44(b). Specifically, although Maxim'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, Maxim's failure to offer applicants the opportunity to self-identify as individuals with disabilities prohibited this from occurring.

Remedy: Maxim will include the review of personnel process element described in 41 CFR 60-741.44(b) in its Section 503 AAP, as required by 41 CFR 60-741.44.

14. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i). Specifically, Maxim did not engage in outreach and recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities.

Remedy: Maxim 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).

15. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim 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). Specifically, when evaluating the effectiveness of outreach efforts Maxim is required by 41 CFR 60-741.44(f)(3) to use the data collected pursuant to 41 CFR 60-741.44(k).

Remedy: Maxim will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60 - 741.44(f)(3). Maxim will document each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and their conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to paragraph 41 CFR 60-741.44(k) for the current year and the two most recent previous years. If Maxim concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

16. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to design and implement an audit and reporting system, as required by 41 CFR 60 - 741.44(h)(1)(i) through (v). Specifically, Maxim failed to conduct an audit and reporting system that (i) measured the effectiveness of Maxim's affirmative action program; (ii) indicated need for remedial action; (iii) determined the degree to which Maxim's objectives had been attained; and (v) measured Maxim's compliance with the affirmative action program's specific obligations.

Remedy: Maxim will design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, Maxim will design and implement 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 Maxim's objectives have been attained; determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measures Maxim's

compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

17. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

Remedy: Maxim will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-741.44(k): (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.

18. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60-741.45. Specifically, Maxim failed to conduct a valid utilization analysis to evaluate the representation of individuals with disabilities in their workforce as required by 41 CFR 60-741.45.

Remedy: Maxim 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, Maxim must 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 Maxim 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 Maxim's workforce be less than the utilization goal, Maxim 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).

19. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, Maxim failed to keep personnel or employment records specific to its Section 503 obligations.

Remedy: Maxim will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

IV. Enhanced Compliance Provisions

1. **Review of Policies and Procedures.** Maxim will evaluate the policies and procedures related to its total employment process to ensure compliance with E.O. 11246, Section 503, and VEVRAA.

Proposal. Within sixty (60) days after the Effective Date of this Agreement, Bart Kelly, Chief Human Resources Officer, will submit to OFCCP a proposal that describes the methodology to be used in the evaluation. The proposal will estimate the time necessary to conduct a comprehensive evaluation of Maxim's Equal Opportunity practices and policies and write a report containing findings and recommendations. The evaluation and recommendations will cover the following areas:

- a. Development and documentation of job-related criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (i.e., application screen, interview, post-offer screen, etc.).
- b. Procedures to recruit, screen, interview, select, reject, and hire applicants without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, religion, disability status and status as a protected veteran.
- c. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions are documented consistently at each step in the hiring process.
- d. Procedures to ensure that each step of the total selection process is analyzed and that information on individual components of the process are collected, maintained and available for submission to OFCCP upon request.
- e. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including evaluation of the individual components and qualifications if statistical disparities exist.
- f. Evaluation of recruitment efforts (methods and sources) for qualified individuals with disabilities and qualified protected veterans.
- g. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12, 60-3, 60-300.80, and 60-741.80.

- h. Procedures to train all employees involved recruiting, selecting, or tracking applicants.
- 2. **Report.** Within thirty (30) days of the conclusion of Maxim's internal evaluation, Maxim will submit a report to OFCCP to include the following:
 - a. A description of the evaluation conducted.
 - b. A summary of Maxim's findings regarding its current policies and practices.
 - c. Findings and recommendations regarding each of the items set forth in Section 1 above, as well as any other items included in the the proposal.
 - d. Any additional recommended actions or revisions to Maxim's policies, practices, and procedures to ensure equal opportunity and affirmative action.

Upon receipt of the report, Maxim and OFCCP will negotiate in good faith any amendments to the recommendations outlined.

- 3. **Modifications to Employment Practices and Policies.** Within one hundred twenty (120) days of OFCCP's acceptance of Maxim's report, Maxim agrees to implement all recommended actions and revised policies and practices detailed in the final report.
- 4. **Training.** Within twelve (12) months of the Effective Date of this Agreement, Maxim will train all individuals involved in any way in recruiting, selecting, or tracking applicants. This training will include a review of Maxim's equal employment opportunity obligations and recordkeeping requirements. Within ten (10) days of completing the training, Maxim will provide OFCCP with documentation to confirm that the training was completed.

V. **OFCCP Monitoring Period**

- 1. **Recordkeeping.** Maxim agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Maxim will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Maxim agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on August 30, 2024, covering the period of August 1, 2023 through July 31, 2024.
- b. Progress Report 2: Due on August 30, 2025, covering the period of August 1, 2024 through July 31, 2025.

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Violation 1: For the review period, Maxim will provide an applicant flow log that includes the gender, race, and ethnicity of each applicant or Internet Applicant, the job title applied for, the date they applied, date of hire (as applicable), and the disposition of each applicant.

Violation 2: Maxim will provide the “Availability Factor Computation Form” from their current AAP that identifies the pool of promotable, transferable, and trainable employees for each job group.

Violation 3: Documentation that demonstrates Maxim performed in-depth analyses of hiring activity and its compensation system. At a minimum, this documentation will include:

- a) Maxim's evaluation of its personnel activity (applicant flow and hires) to determine whether there are selection disparities, including all impact ratio analyses;
- b) Maxim's non-privileged evaluation of its compensation system to determine whether there are gender-, race-, ethnicity- based disparities; and
- c) Maxim's evaluation of its selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women.

Violation 4: Documentation of the internal audit and reporting system Maxim implemented to periodically measure the effectiveness of its total affirmative action program. This documentation will include, but is not limited to, documentation that demonstrates Maxim: monitored records of all personnel activity at all levels to ensure its nondiscriminatory policy is carried out; implemented a schedule for internal auditing that is designed to ensure equal employment opportunity and organizational objectives are attained; reviewed the report results with all levels of management; and, advised top management of program effectiveness and, where applicable, submitted recommendations to improve unsatisfactory performance.

VEVRAA/Section 503

Violation 5: Documentation that demonstrates all employment openings were listed with the appropriate state workforce agency job bank or a local ESDS to the extent required by 41 CFR 60-300.5(a)2-6. Should any of the information in the disclosures change since it was last reported to the ESDS, Maxim shall provide documentation demonstrating that it updated information simultaneously with its next job listing.

Violations 6 and 12: Documentation that demonstrates Maxim provided applicants the opportunity, both pre and post offer, to self-identify their veteran status and their status as an individual with disabilities. Maxim will provide a copy or screen capture of the self-identification form used to voluntarily self-identify as an individual with disabilities so that OFCCP can confirm compliance with the requirement to use the OMB-approved form.

Violations 7 and 13: Documentation that demonstrates Maxim reviewed its personnel processes to ensure they provided for careful, thorough, and systematic consideration of the job qualifications of applicants and employees known to be protected veterans as well as those known to be individuals with disabilities.

Violations 8 and 15: Maxim will provide its evaluation of the effectiveness of its outreach and recruitment efforts undertaken over the review period to identify and recruit qualified protected veterans as well as individuals with disabilities. This evaluation will include, at a minimum, the criteria it used to evaluate the effectiveness of each effort and their conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to paragraphs 41 CFR 60-300.44(k) and 41 CFR 60-741.44(k). If Maxim concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans and individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2) and/or 41 CFR 60-741.44(f)(1) or (f)(2)

Violations 9 and 16: Documentation that demonstrates Maxim designed and implemented an audit and reporting system that measured the effectiveness of its affirmative action program; indicated any need for remedial action; determined the degree to which Maxim's objectives were attained; determined whether protected veterans and known individuals with disabilities had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measured Maxim's compliance with the affirmative action program's specific obligations; and documented the actions taken to comply with these obligations.

Violations 10 and 17: Maxim will provide data pertaining to applicants and hires in accordance with 41 CFR 60-300.44(k) and 41 CFR 60-741.44(k). Specifically, (a) The number of applicants who self-identified as protected

veterans/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 hired that identified as protected veterans/individuals with disabilities; and (e) The total number of applicants hired.

Violations 11 and 19: Documentation that demonstrates Maxim kept and preserved complete and accurate personnel and employment records, as required by 41 CFR 60-300.80 and 41 CFR 60-741.80.

Violation 14: Documentation that demonstrates Maxim undertook appropriate outreach and positive recruitment activities reasonably designed to recruit qualified individuals with disabilities. The documentation will include but is not limited to the following (a) the recruitment sources contacted and organization type, (b) the person contacted to include the individual's name and job title, and (c) the date contact was made and supporting documentation.

Violation 18: Documentation that demonstrates Maxim evaluated its utilization of individuals with disabilities using the goal established by OFCCP.

Maxim will submit reports to District Director Tracie Brown at (b) (6), (b) (7)(C) @dol.gov and Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) @dol.gov. Maxim and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Maxim provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Maxim believes they should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Maxim will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Maxim of the FOIA request and provide Maxim 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 Maxim's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Maxim in writing within sixty (60) days of the date of the final progress report that Maxim has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Maxim within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Maxim has met all of its obligations under the Agreement or OFCCP determines that Maxim is in violation of the Agreement, at which point the procedures at 41 C.F.R. 60-1.32 will govern.

VI. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Maxim Staffing Solutions 756, 33 Terminal Way, Suite 400, Pittsburgh, PA 15219.

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

Bart Kelly
Chief Human Resources Officer
Maxim Staffing Solutions 756
Pittsburgh, PA

DATE: 07/13/23_____

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

Samuel B. Maiden
Regional Director
Mid-Atlantic

DATE: 07/14/2023_____