

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Maxim Healthcare Services, Inc.
OFCCP Case Numbers R00305036 and R00304031

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Maxim Healthcare Services establishments located at 1550 Pond Road, Suite 160, Allentown, PA 18104 (Maxim 339) beginning on October 29, 2021, and One Belmont Avenue, Suite 800, Bala Cynwyd, PA 19004 (Maxim 054) beginning on September 10, 2021. The Maxim 339 and Maxim 054 establishments, both of which are a party to this Conciliation Agreement (Agreement) comprise a single entity and are hereinafter collectively referred to as “Maxim”. 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/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. § Chapter 60 due to the specific violations cited in Part III below.

OFCCP notified Maxim of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on July 28, 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 Maxim enter into this 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 violation(s) 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 OFCCP 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 Director of Regional Operations (Effective Date).
8. If one or more provisions of this Agreement are 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 violation(s) 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 alleges an 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 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/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:** 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 its affirmative action program, as 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, as required of their affirmative action program, determine 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 analyze 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 non-discriminatory 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 non-discriminatory policy is carried out.

- 5. Violation:** During the period July 1, 2020, through June 30, 2021, Maxim failed to develop and execute action-oriented programs, pursuant to 41 CFR 60-2.17(c).

Remedy: Maxim will develop and execute detailed action-oriented programs to develop employees in the CNA, LPN, and LVN job groups for promotional opportunities.

6. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to advise the employment service delivery system (ESDS) that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state; 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; and immediately list all employment openings with either the state workforce agency job bank or a local ESDS 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 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 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, Maxim will provide updated information simultaneously with its next job listing.

7. **Violation:** During the period July 1, 2020 through June 30, 2021, Maxim failed to invite applicants to inform it whether the applicant believes that they are a veteran protected by VEVRAA, in violation of 41 CFR 60-300.42. Specifically, Maxim failed to invite self-identification pre-offer; and failed to invite self-identification post-offer, to its applicants.

Remedy: Maxim will invite applicants to inform it whether the applicant believes that they are 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 they are a protected veteran. Maxim will invite the applicant to also indicate if they belong 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).

8. **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 asserted that a review of personnel processes 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.

9. **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 the contractor is required to use the data collected pursuant to 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 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).

10. **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 design and implement an audit and reporting system that (i) measured the effectiveness of the contractor's affirmative action program; (ii) indicated need for remedial action; (iii) determined the degree to which the contractor's objectives had been attained; (iv) determined whether known protected veterans have had the opportunity to participate in all company sponsored educational, training, and recreational and social activities; (v) measured the contractor'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.

11. **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.

- 12. 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 (3) years from the date of the making of the record.

- 13. 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-identification pre-offer; failed to invite self-identification post-offer, and failed to invite each of its employees to voluntarily inform the contractor whether the employee believes that they are an individual with a disability at the 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 must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Maxim will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that they are an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Maxim 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 they are an individual with a disability. In addition, during the first year it is subject to this requirement, Maxim 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 will 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).

- 14. 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 asserted that a review of personnel processes 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 processes described in 41 CFR 60-741.44(b) in its Section 503 AAP, as required by 41 CFR 60-741.44.

- 15. 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 provided Indeed.com, LinkedIn.com and MilitaryOneSource as their sources of outreach. None of these sources are 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), as required by 41 CFR 60-741.44(f)(1)(i).

- 16. 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 the contractor is required 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).

- 17. 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 the contractor's affirmative action program; (ii) indicated need for remedial action; (iii) determined the degree to which the contractor's objectives had been attained; (iv) determined whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational and social activities and (v) measured the contractor'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.

- 18. 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.

- 19. 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 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 will use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if 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 must develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

- 20. 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 must keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three (3) years from the date of the making of the record.

IV. Enhanced Compliance Provisions. Diversity and Inclusion Initiatives.

1. Maxim will strive in good faith to increase the company-wide pipeline of Black, Asian, Hispanic, and Native American employees into professional roles that have historically been a platform for more revenue-generating potential and leadership opportunities by offering various initiatives and programs. Initiatives will include, but are not limited to, the following:

A. Maxim will meet with the Department of Labor’s Employment and Training Administration (ETA) once a quarter to collaborate with the Department of Labor’s ETA to strategize and implement programs that will assist in providing opportunities for CNAs, LPNs, and LVNs to develop their skills and move up in Maxim’s workforce. Contact information for ETA is as follows:

James Foti, Regional Director
Office of Apprenticeship, Region 2
1835 Market St. ETA/OA 20
Philadelphia, Pennsylvania 19103
Office (b) (6), (b) (7)(C)
(b) (6), (b) (7)(C) @dol.gov

B. Where feasible, Maxim, in conjunction with ETA, will offer educational assistance and/or tuition reimbursement for CNA, LPN, and LVN employees who seek and obtain an RN degree and maintain employment with Maxim.

C. Maxim will deliver manager effectiveness training on how to manage a diverse team and ensure and maintain an inclusive work environment, which will be conducive to developing the talents of Black, Asian, Hispanic, and Native American employees. This training will include a review of Maxim’s equal employment opportunity obligations and recordkeeping requirements. Maxim will complete this training within twelve (12) months of the effective date of this agreement and 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 violation(s) cited in Section III above and deliver the initiatives listed in Section IV in the reports submitted in compliance with Paragraph 2, below. Specifically, Maxim must retain and maintain all personnel activity data. These records include underlying data and information such as Human Resources Information System (HRIS) records and payroll data, job applications and personnel records, and any other records or data used to generate the required reports, as well all records applicable to the diversity and inclusion initiative mentioned above. Maxim will retain the records until this Agreement expires or for the time consistent with regulatory requirements, whichever is later.

2. Contractor Reports

Maxim agrees to furnish OFCCP with two (2) reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on October 1, 2024, covering the period of September 1, 2023, through August 31, 2024
- b. Progress Report 2: Due on October 1, 2025, covering the period of September 1, 2024, through August 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, the date hired (as applicable), and the disposition of each applicant.

Violation 2: Maxim will provide the “Availability Factor Computation Form” from its 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, as required under 41 CFR 60-2.17(b)(3). 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 6: 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 7 and 13: 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 of 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 OBM-approved form.

Violations 8 and 14: Documentation that demonstrates Maxim reviewed its personnel processed 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 9 and 16: 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 its 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 60-33.44(f)(1) or (f)(2) and/or 41 CFR 60-741.44(f)(1) or (f)(2).

Violations 10 and 17: 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 11 and 18: 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 12 and 20: 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 15: 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) date the contact was made and supporting documentation.

Violation 19: Documentation that demonstrates Maxim evaluated its utilization of individuals with disabilities using the goal established by OFCCP.

Diversity and Inclusion Initiative

- A. In its first report, Maxim will provide written documentation to confirm quarterly meetings with the ETA and document its progress on implementing an apprenticeship program and/or other pathways to advancement for minority employees. Documentation will include but is not limited to:
 - i) An outline of the topics discussed;
 - ii) A list of actions taken to provide opportunities for CNAs, LPNs/LVNs to develop the skills needed to be able to advance at Maxim;
 - iii) Documentation of any tuition reimbursement, reimbursement for state testing fees, and/or any other financial assistance or supportive services such as time off, transportation, or childcare stipends; and
 - iv) Any other affirmative action taken to increase and/or advance minority representation Maxim's workforce.
- B. In its second report, Maxim will provide the information requested above in item A as well as a written summary of the results of the actions taken during the previous year.

- C. In its first report, Maxim will submit attendance records and training materials utilized in the manager effectiveness training on how to manage a diverse team and ensure and maintain an inclusive work environment.

Maxim will submit reports to Director of Regional Operations Brooke Sensenig 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 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 treat any such documents received as confidential documents to the maximum extent permitted 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, Maxim Healthcare Services 339 located at 1550 Pond Road, Suite 160, Allentown, PA 18104, and Maxim Healthcare Services 054 located at One Belmont Avenue, Suite 800, Bala Cynwyd, PA 19004.

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

Laura Coulombe
VP, Human Resources and Organizational Development
Maxim Healthcare Services 054
One Belmont Avenue, Suite 800
Bala Cynwyd, PA 19004

8/7/2023

Date

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

Samuel Maiden
Regional Director
Mid-Atlantic Region

08/09/2023

Date