

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Helix, Inc.  
F/K/A  
Helix Employment LLC

## **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Helix Employment, LLC establishment located at 9875 Towne Centre Drive, San Diego, CA 92121, beginning on September 21, 2022. During the course of review, Helix Employment, LLC, a Delaware limited liability company, was merged with and into its parent company, Helix, Inc. (Hereinafter “Helix” or “Contractor”) and relocated to 10170 Sorrento Valley Road; Suite 100, San Diego, CA 92121 on April 10, 2023.

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 USC § 793 (Section 503), and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 USC § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR §§ 60-1, 60-300 and 60-741.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on October 12, 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 CFR § 60-1.34, § 60-300.63, and/or § 60-741.63 will govern:
    - i. OFCCP will send Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The Contractor shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in

irreparable injury to the employment rights of affected employees or applicants.

- iii. If Contractor is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
  - iv. In the event of a breach of this Agreement by the Contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
- b. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR § 60-1.27, § 60-741.66, or § 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Contractor does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
  - 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
  - 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
  - 14. Each party shall bear its own fees and expenses with respect to this matter.
  - 15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
  - 16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### III. Technical Violations and Remedies

1. **VIOLATION:** During the period October 1, 2021 through September 30, 2022, Helix failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR §§ 60-1.12(a) and (e); maintain and/or have available records showing where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR § 60-1.12(c). Specifically, Helix failed to keep the records for a period of not less than two years from the date of the making of the record or the personnel action, which ever occurred later.

**REMEDY:** Helix will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR §§ 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. Specifically, Helix 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). However, if Helix has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR § 60-1.12(a).

2. **VIOLATION:** During the period October 1, 2021 through September 30, 2022, Helix failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR §§ 60-1.12(a) and (e). Specifically, Helix failed to keep applicant, testing, interview, hiring or other general personnel or employment records and failed to keep the records for a period of not less than two years from the date of the making of the record or the personnel action, which ever occurred later.

**REMEDY:** Helix will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR §§ 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. Specifically, Helix will keep applicant, testing, interview, hiring or other general personnel or employment records. However, if Helix has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR § 60-1.12(a).

3. **VIOLATION:** Helix failed to submit an acceptable workforce analysis as described in 41 CFR § 60-2.11(c)(1). Specifically, the workforce analysis submitted on October 21, 2022 failed to list each job title ranked from the lowest paid to the highest paid within each department or other similar organizational unit including departmental or unit supervision. The workforce analysis included an aggregated department which aggregated job titles and categories where the total number of relevant employees is less than or equal to five. A revision received on November 22, 2022 revealed similar issues.

**REMEDY:** Helix will develop and include in the AAP a workforce analysis that depicts the staffing patterns within its establishment, as required by 41 CFR § 60-2.11.

4. **VIOLATION:** Helix's AAP failed to develop a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR § 60-2.12. Specifically, in Helix's October 21, 2022 submission, the company incorrectly aggregated job titles into job groups.

**REMEDY:** Helix will develop and include in the AAP a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR § 60-2.12.

5. **VIOLATION:** Helix failed to determine minority and female availability in accordance with 41 CFR § 60-2.14. Specifically, the availability analysis submitted on October 21, 2022 failed to consider at least the following factors when determining availability: the percentage of minorities or women with requisite skills in the reasonable recruitment area; the percentage of minorities or women among those promotable, transferable, and trainable within Helix's workforce; failed to identify the reasonable recruitment area for each job group, with a brief explanation of the rationale for selection of that recruitment area; 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; and failed to calculate a composite availability figure for each job group composed of job titles with different availability figures.

**REMEDY:** Helix will determine minority and female availability in accordance with 41 CFR § 60-2.14. Specifically, Helix must consider at least the following factors when determining availability: the percentage of minorities or women with requisite skills in the reasonable recruitment area; the percentage of minorities or women among those promotable, transferable, and trainable within Helix's workforce; draw its reasonable recruitment area(s) in such a way as to not exclude minorities and women; identify the reasonable recruitment area for each job group, with a brief explanation of the rationale for selection of that recruitment area; define the pool of promotable, transferrable, and trainable employees in such a way as to not exclude minorities or women; 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; calculate a composite availability figure for each job group composed of job titles with different availability figures.

6. **VIOLATION:** Helix failed to compare the percentage of minorities and women in each job group with the minority and female availability for those job groups, as required by 41 CFR § 60-2.15. Specifically, the failure to develop a proper availability analysis under 41 CFR § 60-2.14 and job group analysis under 41 CFR § 60-2.12 submitted on October 21, 2022 led to Helix failing to develop an accurate comparison of incumbency to availability.

**REMEDY:** Helix will include in the AAP the comparison of minority and female incumbency in each job group with the minority and female availability for those job groups, as required by 41 CFR §§ 60-2.10(b)(1)(v) and 60-2.15.

7. **VIOLATION:** Helix failed to establish minority and/or female placement goals, as required by 41 CFR § 60-2.16. Specifically, Helix failed to establish a percentage annual placement goal at least equal to the availability figure derived for women and minorities in the 2022 AAP year, as required by 41 CFR § 60-2.16(c). Specifically, the failure to develop a proper availability analysis under 41 CFR § 60-2.14 and job group analysis under 41 CFR § 60-2.12 submitted on October 21, 2022 led to Helix failing to develop accurate placement goals. The contractor further stated that they were unaware of the obligation under contract until the audit. A revision received on November 22, 2022 shows that they have set goals in two job groups for females.

**REMEDY:** Helix will establish and include in the AAP minority and female placement goals, as required by 41 CFR §§ 60-2.10(b)(1)(vi) and 60-2.16.

8. **VIOLATION:** Helix failed to designate a specific person to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR § 60-2.17(a). Specifically, the AAP did not include a signature page including the name of the EEO Manager responsible for directing, managing, and ensuring the implementation of its AAP.

**REMEDY:** Helix will designate a specific person to direct, manage, and ensure the implementation of its AAP, and include in the written AAP a statement that identifies the person(s), along with a description of their duties, as required by 41 CFR § 60-2.17(a).

9. **VIOLATION:** Helix failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR § 60-2.17(b). Specifically, the failure to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR §§ 60-1.12(a) and (e) and forming an improper job group analysis under 41 CFR § 60-2.12 submitted on October 21, 2022 led to Helix failing to perform an accurate and in depth analysis of its employment processes.

**REMEDY:** Helix will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR § 60-2.17(b).

**10. VIOLATION:** Helix's VEVRAA AAP failed to include all the required contents, as required by 41 CFR § 60-300.44. Specifically, Helix's AAP failed to include the review of personnel processes element described in 41 CFR § 60-300.44(b). A revision received on November 22, 2022 stated that Helix will conduct its first audit in February 2023, and specified a three year review cycle.

**REMEDY:** Helix 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.

**11. VIOLATION:** Helix's Section 503 AAP failed to include all the required contents, as required by 41 CFR § 60-741.44. Specifically, Helix's AAP failed to conduct the review of personnel processes element described in 41 CFR § 60-741.44(b).

**REMEDY:** Helix 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.

**12. VIOLATION:** Helix's VEVRAA AAP failed to include all the required contents, as required by 41 CFR § 60-300.44. Specifically, Helix's AAP failed to provide a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR § 60-300.44(c)(1).

**REMEDY:** Helix will include in its VEVRAA AAP a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR § 60-300.44(c)(1).

**13. VIOLATION:** Helix's Section 503 AAP failed to include all the required contents, as required by 41 CFR § 60-741.44. Specifically, Helix's AAP failed to provide a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR § 60-741.44(c)(1). A revision received on November 22, 2022 stated that Helix will conduct its first audit in February 2023, and specified a three year review cycle.

**REMEDY:** Helix will include in its Section 503 AAP a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR § 60-741.44(c)(1).

**14. VIOLATION:** During the period October 1, 2021 through September 30, 2022, Helix failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively engage and attract qualified protected veterans, document these activities, assess their effectiveness, and document its review, as required by 41 CFR § 60-300.44(f), including at a minimum the criteria it used to evaluate the effectiveness of each effort and the contractor's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 CFR § 60-300.44 (k) for the current year and the two most recent previous years. A revision received on November 22, 2022 stated that Helix will conduct its first audit in February 2023, and specified a three year review cycle.

**REMEDY:** Helix will undertake and document appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans. Helix must review outreach and recruitment efforts it has undertaken to evaluate their effectiveness in identifying and recruiting qualified protected veterans. Helix shall document each evaluation in accordance with 41 CFR § 60-300.44(f)(3), 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 41 CFR § 60-300.44(k) for the current year and the two most recent previous years. Helix's conclusion as to the effectiveness of its outreach and recruitment efforts must be reasonable as determined by OFCCP in light of these regulations. If Helix 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)(1-2).

**15. VIOLATION:** Helix's Section 503 AAP failed to include all the required contents, as required by 41 CFR § 60-741.44. Specifically, Helix's AAP failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, as required by 41 CFR § 60-741.44(f), including at a minimum the criteria it used to evaluate the effectiveness of each effort and the contractor's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 CFR § 60-741.44 (k) for the current year and the two most recent previous years. Specifically, Helix did not engage in outreach and recruitment intended to engage and attract qualified individuals with disabilities during the review period. A revision received on November 22, 2022 stated that Helix will conduct its first audit in February 2023, and specified a three year review cycle.

**REMEDY:** Helix will include the internal EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR § 60-741.44(f) in its Section 503 AAP, as required by 41 CFR § 60-741.44.



**16. VIOLATION:** Helix Section 503 AAP failed to include all the required contents, as required by 41 CFR § 60-741.44. Specifically, Helix's AAP failed to include a statement that identifies the person(s) designated to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR § 60-741.44(i). Specifically, the AAP did not include a signature page including the name of the EEO Manager responsible for directing, managing, and ensuring the implementation of its AAP.

**REMEDY:** Helix will include a statement in its Section 503 AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its Section 503 AAP, as required by 41 CFR § 60-741.44(i).

**17. VIOLATION:** Helix's VEVRAA AAP failed to include all the required contents, as required by 41 CFR § 60-300.44. Specifically, Helix's AAP failed to include a statement that identifies the person(s) designated to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR § 60-300.44(i). Specifically, the AAP did not include a signature page including the name of the EEO Manager responsible for directing, managing, and ensuring the implementation of its AAP.

**REMEDY:** Helix will include a statement in its VEVRAA AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its VEVRAA AAP, as required by 41 CFR § 60-300.44(i).

**18. VIOLATION:** Helix's Section 503 AAP failed to include all the required contents, as required by 41 CFR § 60-741.44. Specifically, Helix's AAP failed to document the number of applicants who self-identified as individuals with disabilities pursuant to 41 CFR § 60-741.42(a), or who are otherwise known as individuals with disabilities; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veteran applicants hired; and the total number of applicants hired on an annual basis and maintain them for a period of three (3) years, as required by 41 CFR § 60-741.44(k).

**REMEDY:** Helix will document the number of applicants who self-identified as individuals with disabilities pursuant to 41 CFR § 60-741.42(a), or who are otherwise known as protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veteran applicants hired; and the total number of applicants hired on an annual basis and maintain them for a period of three (3) years, as required by 41 CFR § 60-741.44(k).

**19. VIOLATION:** Helix's VEVRAA AAP failed to include all the required contents, as required by 41 CFR § 60-300.44. Specifically, Helix's AAP failed to document the number of applicants who self-identified as protected veterans pursuant to 41 CFR § 60-300.42(a), or who are otherwise known as protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veteran applicants hired; and the total number of applicants hired on

an annual basis and maintain them for a period of three (3) years, as required by 41 CFR § 60-300.44(k).

**REMEDY:** Helix will document the number of applicants who self-identified as protected veterans pursuant to 41 CFR § 60-300.42(a), or who are otherwise known as protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veteran applicants hired; and the total number of applicants hired on an annual basis and maintain them for a period of three (3) years, as required by 41 CFR § 60-300.44(k).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. Specifically, the contractor must retain applicant flow logs including applicants meeting the definition of “Internet Applicant” as per 41 CFR § 60-1.3, hire and offer logs. 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. Progress Report 1 shall be due on **March 29, 2024**, covering the period of January 1, 2023 – December 31, 2023. Progress Report 2 shall be due on **March 28, 2025**, covering the period of January 1, 2024 – December 31, 2024.

a. Each report will contain the following documentation specified according to the dates scheduled:

- 1) Applicant, Testing, Interview and Hiring logs maintained in accordance with 41 CFR §§ 60-1.12 (a) and (e).
- 2) Contractor will provide its personnel activity audits conducted, including any phased analyses where overall impact disparities were found pursuant to 41 CFR § 60-2.17(b)(2).
- 3) A spreadsheet including employee level compensation data for all employees (including but not limited to full-time, part-time, contract, per diem or day labor, and temporary employees) as of the date of the organizational display or workforce analysis. Provide gender and race/ethnicity information and hire date for each employee as well as job title, EEO-1 Category and job group in a single file in compliance with 41 CFR § 60-2.17(b)(3). Note that for all

employees, compensation includes base salary and or wage rate, and hours worked in a typical workweek. Other compensation or adjustments to salary such as bonuses, incentives, commissions, merit increases, locality pay or overtime should be identified separately for each employee. The contractor will also provide its internal equity assessment of its compensation system.

- 4) An updated affirmative action plan under E.O. 11246 which is compliant with 41 CFR §§ 60-2.10 through 2.17.
- 5) An updated Affirmative Action Plan under VEVRAA, which is compliant with 41 CFR § 60-300.44, including the person responsible for directing, managing, and ensuring the implementation of its AAP.
- 6) An updated Affirmative Action Plan under Section 503, which is compliant with 41 CFR § 60-741.44, including the person responsible for directing, managing, and ensuring the implementation of its AAP.
- 7) Evidence of review of personnel processes as described in 41 CFR § 60-300.44(b) and 41 CFR § 60-741.44(b).
- 8) Evidence of review of physical and mental job qualifications as described in 41 CFR § 60-300.44(c) and 41 CFR § 60-741.44(c).
- 9) Evidence of review of effectiveness of outreach and positive recruitment activities designed to recruit protected veterans and individuals with disabilities as described in 41 CFR § 60-300.44(f) and 41 CFR § 60-741.44(f).
- 10) Documentation of the number of applicants who self-identified as protected veterans and individuals with disabilities pursuant to 41 CFR § 60-300.42(a) and 41 CFR § 60-741.42(a), or who are otherwise known as protected veterans or individuals with disabilities; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veterans and individuals with disabilities hired; and the total number of applicants hired on an annual basis and maintain them for a period of three (3) years, as required by 41 CFR § 60-300.44(k) and 41 CFR § 60-741.44(k).

b. Contractor will submit reports to:

Engie Mota, District Director  
San Diego District Office  
Office of Federal Contract Compliance Programs  
550 West C Street; Suite 990  
San Diego, CA 92101  
(b) (6), (b) (7)(C)@dol.gov

Contractor and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Contractor of the FOIA request and provide Contractor an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Contractor’s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

**V. SIGNATURES**

The person signing this Agreement on behalf of Contractor personally warrants that they are 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 Helix, Inc. establishment located at 10170 Sorrento Valley Road; Suite 100, San Diego, CA 92121.

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

SHEREN CHIANG  
Vice President of People  
Helix, Inc.  
San Diego, CA

DATE: October 26, 2023

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

ENGIE MOTA  
Director  
San Diego District Office  
Pacific Region

DATE: \_\_\_\_\_

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

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

Compliance Officer  
San Diego District Office  
Pacific Region

DATE: \_\_\_\_\_