

**Conciliation Agreement  
Between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
And  
United Security - Region MA  
1250 Hancock Street  
Quincy, MA 02169  
OFCCP Case No. R00309103**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated United Security, Inc. - Region MA's (United Security) establishment located at 1250 Hancock Street, Quincy, MA 02169, beginning on March 7, 2023. OFCCP found that United Security failed to comply with Executive Order 11246, as amended (E.O. 11246), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. Sections 60-1, 60-300, and 60-741.

OFCCP notified United Security of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on October 26, 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 United Security 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 United Security'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 United Security 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 United Security'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. United Security 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.

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3. Nothing in this Agreement relieves United Security 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. United Security 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.
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 United Security submits its final progress report required in Section IV, below, unless OFCCP notifies United Security in writing before the expiration date that United Security 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 United Security has met all of its obligations under the Agreement.
10. If United Security violates this Agreement:
  - a. The procedures at 41 CFR § 60-1.34, 41 CFR § 60-300.63, and/or 41 CFR § 60-741.63 will govern:
    - i. OFCCP will send United Security a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. United Security 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 United Security 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 United Security, 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. United Security may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR § 60-1.27, 41 CFR § 60-741.66, or 41 CFR § 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. United Security 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 January 1, 2022 through December 31, 2022, United Security failed to implement an applicant tracking system for hires in accordance with the requirements at 41 CFR § 60-3.4 and 41 § CFR 60-3.15. Specifically, United Security failed to collect race and gender information on applicants whom United Security did not hire.

**Remedy:** Effective immediately, United Security will implement an updated and refined applicant tracking system for hires that will allow United Security to analyze its pool of applicants for:

- a) Affirmative action purposes to monitor whether the process is yielding an adequate pool of qualified minority and female applicants; and
- b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process.

2. **Violation:** During the period January 1, 2022 through December 31, 2022, United Security failed to collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements at 41 CFR § 60-1.12(a) and Part 60-3. Specifically, United Security failed to document and maintain accurate records pertaining to the hiring process, such as applications, resumes, interview notes, and, where possible, the gender, race, or ethnicity of applicants for employment for the appropriate period.

**Remedy:** Effective immediately, United Security will ensure that its records are collected and maintained in accordance with the requirements at 41 CFR § 60-1.12(a) and Part 60-3. United Security will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, United Security must evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, United Security must validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

3. **Violation:** During the period January 1, 2022 through December 31, 2022, United Security failed to perform an effective in-depth analysis 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, United Security failed to evaluate personnel activity and employee level pay to determine whether impediments to equal employment opportunity exist in the selection and compensation process.

**Remedy:** Effective immediately, United Security will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with the requirements at 41 CFR § 60-2.17. United Security will evaluate the following:

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- a) The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization;
  - b) Personnel activity, specifically applicant flow, hires, terminations, promotions, and other personnel actions to determine whether there are selection disparities;
  - c) Compensation system(s) to determine whether there are gender, race, or ethnicity-based disparities; and
  - d) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women.
4. **Violation:** During the period January 1, 2022 through December 31, 2022, United Security failed to properly determine availability in accordance with 41 CFR § 60-2.14. Specifically, United Security failed to conduct an availability analysis, which reflects a benchmark against which the demographic composition of the contractor's incumbent workforce can be compared in order to determine whether barriers to equal employment opportunity may exist within particular job groups.

**Remedy:** Effective immediately, United Security will determine minority and female availability in accordance with 41 CFR § 60-2.14. Specifically, United Security will evaluate its workforce by job groups to determine whether there are any problems of minority or female utilization.

5. **Violation:** During the period January 1, 2022 through December 31, 2022, United Security failed to implement auditing systems that periodically measures the effectiveness of its AAPs in accordance with the regulations at 41 CFR § 60-2.17(d). Specifically, United Security failed to monitor records of all personnel activity, failed to require internal reporting on a scheduled basis, failed to review and report results with all levels of management, and failed to advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

**Remedy:** Effective immediately, United Security will develop and implement an effective internal audit and reporting systems that periodically measure the effectiveness of its total AAPs, as required by 41 CFR § 60-2.17(d)(1) through (4).

The internal audit and reporting system will include the following:

- a) Monitoring records of personnel activity including compensation, at all levels to ensure that its nondiscriminatory policy is carried out;

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- b) Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c) Reviewing report results with all levels of management; and
- d) Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.

6. **Violation:** During the period January 1, 2022 through December 31, 2022, United Security failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR § 60-300.5(a) 2-6.

**Remedy:** Effective immediately, United Security 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 United Security, as required by 41 CFR § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, United Security will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, United Security shall provide updated information simultaneously with its next job listing.

7. **Violation:** During the period January 1, 2022 through December 31, 2022, United Security 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(a). Specifically, United Security failed to invite applicants at the pre-offer stage to inform it whether the applicant believes that he or she is a protected veteran.

**Remedy:** Effective immediately, United Security 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, United Security will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, United Security 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. United Security will 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 will comply with the requirements of 41 CFR § 60-300.42(c). United Security 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 January 1, 2022 through December 31, 2022, United Security failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR § 60-300.44(k). Specifically, United Security failed at the pre-offer stage to document and maintain any of the required information with regards to data collection for analysis of applicants who self-identified as protected veterans.

**Remedy:** Effective immediately, United Security will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR § 60-300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

9. **Violation:** During the period January 1, 2022 through December 31, 2022, United Security 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, in violation of 41 CFR § 60-741.44(f). Specifically, United Security indicated that no outreach and recruitment of qualified individuals had been undertaken.

**Remedy:** Effective immediately, United Security will undertake appropriate outreach and positive recruitment activities designed to recruit qualified individuals with disabilities, such as those described at 41 CFR § 60-741.44(f)(2). United Security 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). United Security will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60-741.44(f)(4).

10. **Violation:** During the period January 1, 2022 through December 31, 2022, United Security failed to invite its applicants for employment, prior to an offer of 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(a).

Specifically, United Security failed to invite applicants at the pre-offer stage to inform it whether the applicant believes that he or she is an individual with a disability.

**Remedy:** Effective immediately, United Security 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, United Security will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR § 60-741.2(g)(1)(i) or (ii). United Security will also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, United Security 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, United Security will remind its employees that they may voluntarily update their disability-related self-identification information at any time. United Security 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).

11. **Violation:** During the period January 1, 2022 through December 31, 2022, United Security failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR § 60-741.44(k). Specifically, United Security failed to invite applicants to self-identify as an individual with a disability. Due to United Security's failure to consistently collect the Section 503 self-identification form data, United Security was unable to collect and retain the required data under 41 CFR § 60-741.44(k). Specifically, United Security failed to document and maintain any of the required information with regards to data collection for analysis for applicants who self-identified as an individual with disability.

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

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and



- The total number of applicants hired.

#### IV. OFCCP Monitoring Period

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

United Security agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report: Due on January 31 2025, covering the period of January 1, 2024 through December 31, 2024.

Pursuant to Remedies 1 and 2:

Narrative discussion of the implementation of United Security's applicant tracking system, to include a description of the system and the training on the system. Additionally, provide the below data.

- a) The total number of applicants and hires for each job or job group during the reporting period;
- b) For each job or job group, the breakdown by applicable race, gender and ethnic group of applicants and hires;
- c) For each job or job group, the results of United Security's analysis as to whether its total selection process has adverse impact as defined in 41 CFR § 60-3.4D on those members of groups set forth in subparagraph b, above;
- d) For each job or job group, the qualifications that United Security used, if any, and the stage at which United Security used the qualification(s), as a screening device;
- e) For each case where the total selection process has an adverse impact, as defined in 41 CFR § 60-3.4D, the results of United Security's

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evaluation of the individual components of the selection process for adverse impact; and

- f) The actions taken by United Security, where action is appropriate, after determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph b, above.

Pursuant to Remedy 3:

Documentation of United Security's in-depth analysis of its total employment process to determine where impediments to equal employment opportunity exists, including:

- a) Personnel Activity (applicant flow, hires, terminations, promotions, and other personnel actions).
- b) Compensation data and analysis to determine where gender, race or ethnic base disparities exist.
- c) Explanation of selection, recruitment, referral, and other personnel procedures not referenced in 2(a) or 2(b); and
- d) Development of action-oriented programs designed to correct any problem area(s) identified.

Pursuant to Remedy 4:

United Security's Availability Analysis: Determine availability using two factors:

- a) The percentage of minorities and women in the reasonable recruitment area; and
- b) The percentage among those promotable, transferable, and trainable within your company pursuant to 41 CFR § 60-2.14. Include documentation of United Security's placement goals for each job group in which the percentage of minorities or women employed is less than would be reasonably expected given their availability, pursuant to 41 CFR § 60-2.16.

Pursuant to Remedy 5:

Documentation of United Security's E.O. 11246 Internal Audit and Reporting narrative from its current AAP as of the due date. The narrative should include the results for items a-d below:

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- a) Monitor records of all applicants and self-identification process at all levels to ensure the nondiscriminatory policy is carried out;
- b) Require internal reporting on a scheduled bases by measuring United Security's compliance with its voluntary self-identification procedures and applicant tracking including the degree to which equal employment opportunity and United Security's objectives have been attained;
- c) Review report results with all levels of management; and
- d) Advise top management of program effectiveness and indicate any need for remedial action and submit recommendations to improve unsatisfactory performance.

Pursuant to Remedy 6:

Documentation of United Security's listing of all job openings, as defined by 41 CFR § 60-300.5(a) 2 through 6, with the local Massachusetts One-Stop Career Center office where the openings occur; along with a report on the number of referrals/responses and the number of hires, and to the extent known, the number of Vietnam Era and other veterans covered under OFCCP's regulations.

Pursuant to Remedy 7:

Narrative discussion of the implementation of United Security's VEVRAA self-identification procedures. This narrative should include how United Security conducted or plans to conduct the issuance of VEVRAA self-identification forms; and a copy of United Security's VEVRAA self-identification form issued pre-and post-offer.

Pursuant to Remedy 8:

Documentation of United Security's computations or comparisons pertaining to applicants and hires as required by 41 CFR § 60-300.44(k). The documentation will include the following:

- 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

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- e) The total number of applicants hired.

Pursuant to Remedy 9:

Documentation showing United Security's outreach and recruitment efforts, targeting individuals with disabilities. United Security must provide a list of all disability outreach and recruitment activities, including but not limited to copies of letters, memos, record of telephone calls, and other documents generated in the normal course of business between United Security and any disability recruitment source. For each outreach effort or activity, United Security must provide a description of the results and effectiveness of that effort or activity (41 CFR § 60-741.44(f)(2)-(f)(4)).

Pursuant to Remedy 10:

A narrative discussion of the implementation of United Security's Section 503 self-identification procedures. This narrative should include how United Security conducted or plans to conduct the issuance of Section 503 self-identification forms and a copy of the OMB approved self-identification form issued pre-offer.

Pursuant to Remedy 11:

Documentation of United Security's computations or comparisons pertaining to applicants and hires as required by 41 CFR § 60-741.44(k). The documentation will include the following:

- a) The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans (41 CFR § 60-741.42). Additionally, separately include a copy of the OMB approved self-id form used at the pre/post-employment stage during the period.
- 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.

United Security will submit the report to District Director Joanne Karayiannidis at 200 Sheffield Street, Suite 102, Mountainside, NJ 07092 or to e-mail addresses at (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C)@dol.gov.

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United Security 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 United Security provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and United Security believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, United Security will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify United Security of the FOIA request and provide United Security 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 United Security's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify United Security in writing within sixty (60) days of the date of the final progress report that United Security 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 United Security within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines United Security has met all of its obligations under the Agreement.

**V. Signatures**

The person signing this Agreement on behalf of United Security personally warrants that he or she is fully authorized to do so, that United Security has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on United Security.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and United Security, Inc. - Region MA, 1250 Hancock Street, Quincy, MA 02169.

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

Frank Consoli  
Chief Executive Officer  
United Security, Inc.  
Quincy, Massachusetts

Date: 11/13/2023

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

Joanne Karayiannidis  
District Director  
New Jersey District Office  
OFCCP – Northeast Region

Date: 11/16/2023 \_\_\_\_\_

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

Assistant District Director  
New Jersey District Office  
OFCCP – Northeast Region

Date: 11/16/2023 \_\_\_\_\_

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

New Jersey District Office  
OFCCP – Northeast Region

Date: 11/16/2023 \_\_\_\_\_