

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Mountain F. Enterprises, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Mountain F. Enterprises, Inc. establishment located at 950 Iron Point Road, Suite 210, Folsom, CA 95630 beginning on April 13, 2023. OFCCP found that Mountain F. Enterprises, Inc. failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), and their respective implementing regulations.

OFCCP notified Mountain F. Enterprises, Inc. of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 24, 2024.

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 Mountain F. Enterprises, Inc. 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 Mountain F. Enterprises, Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Mountain F. Enterprises, Inc. 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 Mountain F. Enterprises, Inc.'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. Mountain F. Enterprises, Inc. 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 Mountain F. Enterprises, Inc. 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. Mountain F. Enterprises, Inc. 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 Area 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 Mountain F. Enterprises, Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Mountain F. Enterprises, Inc. in writing before the expiration date that Mountain F. Enterprises, Inc. 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 Mountain F. Enterprises, Inc. has met all of its obligations under the Agreement.
10. If Mountain F. Enterprises, Inc. violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Mountain F. Enterprises, Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Mountain F. Enterprises, Inc. 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 Mountain F. Enterprises, Inc. 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 Mountain F. Enterprises, Inc., 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. Mountain F. Enterprises, Inc. 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. Mountain F. Enterprises, Inc. 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

Executive Order 11246

1. **VIOLATION:** At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60–1.12(a) and (e). Mountain F. Enterprises, Inc. also failed to develop and maintain a complete AAP and documentation of its good faith efforts, as required by 41 CFR 60-1.12(b). Additionally, Mountain F. Enterprises, Inc. failed to maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c). Specifically, Mountain F. Enterprises, Inc. was not able to furnish to OFCCP a goals progress report, applicant and hiring data, and promotion and termination pool data showing incumbency counts by gender and race.

REMEDY: Mountain F. Enterprises, Inc. must 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. Mountain F. Enterprises, Inc. must also maintain a current AAP and documentation of its good faith efforts for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b). Additionally, Mountain F. Enterprises, Inc. must 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 defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

- 2. VIOLATION:** At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to include the equal opportunity clause in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-1.4(a)(c) and (d).

REMEDY: Mountain F. Enterprises, Inc. must include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-1.4(a),(c) and (d).

- 3. VIOLATION:** At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246, as required by 41 CFR 60-1.4(a)(4).

REMEDY: Mountain F. Enterprises, Inc. must send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice ("EEO is the Law") provided by the agency contracting officer, advising the labor union or workers' representative of Mountain F. Enterprises, Inc.'s commitments under section 202 of Executive Order 11246, as required by 41 CFR 60-1.4(a)(4).

- 4. VIOLATION:** At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. 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, Mountain F. Enterprises, Inc. failed to evaluate its personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities, in accordance with

41 CFR 60-2.17(b)(2). Additionally, Mountain F. Enterprises, Inc. failed to evaluate its compensation system(s) to determine whether there are gender-, race-, or ethnicity-based disparities, in accordance with 41 CFR 60-2.17(b)(3).

REMEDY: Mountain F. Enterprises, Inc. must 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, Mountain F. Enterprises, Inc. must evaluate its personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities, in accordance with 41 CFR 60-2.17(b)(2). Additionally, Mountain F. Enterprises, Inc. must evaluate its compensation system(s) to determine whether there are gender-, race-, or ethnicity-based pay disparities, in accordance with 41 CFR 60-2.17(b)(3).

5. **VIOLATION:** At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. 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, Mountain F. Enterprises, Inc. failed to provide internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained, review the report results with all levels of management, advise top management of program effectiveness, and submit recommendations to improve unsatisfactory performance.

REMEDY: Mountain F. Enterprises, Inc. must 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, Mountain F. Enterprises, Inc. must provide internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained, review the report results with all levels of management, advise top management of program effectiveness, and submit recommendations to improve unsatisfactory performance.

VEVRAA

6. **VIOLATION:** At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, Mountain F. Enterprises, Inc. failed to keep applicant, hiring and other general personnel or employment records. Additionally, Mountain F. Enterprises, Inc. failed to keep the records specified in 60-300.80(b) for three years.

REMEDY: Mountain F. Enterprises, Inc. must keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will

keep and preserve those records specified in 41 CFR 60–300.80(b) for a period of three years from the date of the making of the record.

7. **VIOLATION:** At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60–300.5(a)–(d).

REMEDY: Mountain F. Enterprises, Inc. must include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60–300.5(a)–(d). If Mountain F. Enterprises, Inc. incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60–300.5(d).

8. **VIOLATION:** At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to immediately list all requisite 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: Mountain F. Enterprises, Inc. must list all requisite 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 Mountain F. Enterprises Inc., as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Mountain F. Enterprises, Inc. must 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, Mountain F. Enterprises, Inc. shall provide updated information simultaneously with its next job listing.

9. **VIOLATION:** At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to invite applicants for employment to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, in violation of 41 CFR 60-300.42.

REMEDY: Mountain F. Enterprises, Inc. shall invite applicants for employment 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, Mountain F. Enterprises, Inc. shall invite applicants prior to an offer of employment, to voluntarily

self-identify as a protected veteran. Additionally, Mountain F. Enterprises, Inc. shall invite applicants, 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. Mountain F. Enterprises, Inc. may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). Mountain F. Enterprises, Inc. must 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).

10. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to ensure that its personnel processes provided for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who were known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available; failed to ensure that when a protected veteran was considered for employment opportunities, that it relied only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue; failed to ensure that its personnel processes did not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified; failed to periodically review its personnel processes and make any necessary modifications to ensure that the obligations were carried out; and failed to include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP, as required by 41 CFR 60-300.44(b).

REMEDY: Mountain F. Enterprises, Inc. must ensure that its personnel processes provide 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, and for all training opportunities offered or available; ensure that when a protected veteran is considered for employment opportunities, that it relies only on the portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue; ensure that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified; periodically review its personnel processes and make any necessary modifications to ensure that the obligations were carried out; and include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP, as required by 41 CFR 60-300.44(b).

11. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to review 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: Mountain F. Enterprises, Inc. must review 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).

12. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60–300.44(f).

REMEDY: Mountain F. Enterprises, Inc. must undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60–300.44(f)(2). Mountain F. Enterprises, Inc. must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60–300.44(f)(3). Mountain F. Enterprises, Inc. must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–300.44(f)(4).

13. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to design and implement an audit and reporting system, as required by 41 CFR 60-300.44(h)(1). Specifically, Mountain F. Enterprises, Inc. failed to measure the effectiveness of its affirmative action program; indicate any need for remedial action; determine the degree to which Mountain F. Enterprises, Inc.’s objectives have been attained; determine whether known protected veterans have had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measure Mountain F. Enterprises, Inc.’s compliance with the affirmative action program’s specific obligations; and document the actions taken to comply with the obligations of 41 CFR 60-300.44(h)(1)(i) through (v).

REMEDY: Mountain F. Enterprises, Inc. must design and implement an audit and reporting system, as required by 41 CFR 60-300.44(h)(1). Specifically, Mountain F. Enterprises, Inc. must 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 Mountain F. Enterprises, Inc.'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 Mountain F. Enterprises, Inc.'s compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

14. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to document and maintain the required data collection analysis pertaining to protected veteran applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: Mountain F. Enterprises, Inc. must 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.

15. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to establish a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60-300.45. Specifically, Mountain F. Enterprises, Inc. failed to provide evidence of compliance; failed to use one of the methods prescribed in the regulations; and failed to maintain benchmark records for three years, as required in 41 CFR 60-300.45(c).

REMEDY: Mountain F. Enterprises, Inc. must establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). Mountain F. Enterprises, Inc. must document its hiring benchmark; and, if Mountain F. Enterprises Inc. sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it will also document each factor that it considered in establishing the benchmark and the relative significance it accorded to each one. Mountain F. Enterprises, Inc. must retain these records for three years, as required by 41 CFR 60-300.45(c).

Section 503

16. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, Mountain F.

Enterprises, Inc. failed to keep applicant, hiring and other general personnel or employment records. Additionally, Mountain F. Enterprises, Inc. failed to keep the records specified in 60–741.80(b) for three years.

REMEDY: Mountain F. Enterprises, Inc. must keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60–741.80, and will keep and preserve those records specified in 41 CFR 60–741.80(b) for a period of three years from the date of the making of the record.

17. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60–741.5(a)–(d).

REMEDY: Mountain F. Enterprises, Inc. must include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60–741.5(a)–(d). If Mountain F. Enterprises, Inc. incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60–741.5(d).

18. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. 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, Mountain F. Enterprises, Inc. failed to conduct the initial survey of its employees in the workforce; failed to invite applicants to self-identify their disability status at the pre-offer stage; and failed to invite applicants to self-identify their disability status at the post-offer stage.

REMEDY: Mountain F. Enterprises, Inc. shall invite both 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, Mountain F. Enterprises, Inc. shall invite each of its applicants, 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). Mountain F. Enterprises, Inc. shall also invite each of its applicants, 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, Mountain F. Enterprises, Inc. shall immediately 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, Mountain F. Enterprises, Inc. shall remind its employees that they may voluntarily update their disability-related self-identification information at any time, as their disability status may

change. Mountain F. Enterprises, Inc. must 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).

19. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed 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, and for all training opportunities offered or available; failed to ensure that its personnel processes did not stereotype individuals with disabilities in a manner which limits their access to all jobs for which they are qualified; failed to ensure that applicants and employees with disabilities had equal access to its personnel processes, including those implemented through information and communication technologies; failed to provide necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes; failed to periodically review its personnel processes and make any necessary modifications to ensure that these obligations were carried out; and failed to include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP, as required by 41 CFR 60-741.44(b).

REMEDY: Mountain F. Enterprises, Inc. must ensure that its personnel processes provide 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, and for all training opportunities offered or available; ensure that its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to all jobs for which they are qualified; ensure that applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communication technologies; provide necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes; periodically review its personnel processes and make any necessary modifications to ensure that these obligations are carried out; and include a description of the review and any necessary modifications to personnel processes or development of new processes in its AAP.

20. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to review all physical and mental job qualifications 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).

REMEDY: Mountain F. Enterprises, Inc. must review of all physical and mental job qualifications 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).

21. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. 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).

REMEDY: Mountain F. Enterprises, Inc. must undertake appropriate outreach and positive recruitment activities that are 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).

22. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, Mountain F. Enterprises, Inc. failed to measure the effectiveness of its affirmative action program; indicate any need for remedial action; determine the degree to which Mountain F. Enterprise, Inc.'s objectives have been attained; determine whether known individuals with disabilities had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measure Mountain F. Enterprise, Inc.'s compliance with the affirmative action program's specific obligations; and document the actions taken to comply with the obligations of 41 CFR 60-741.44(h)(1)(i) through (v).

REMEDY: Mountain F. Enterprises, Inc. must design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, Mountain F. Enterprises, Inc. must 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 Mountain F. Enterprises, Inc.'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 Mountain F. Enterprises, Inc.'s compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

23. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to document and maintain the required data collection analysis

pertaining to disabled applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: Mountain F. Enterprises, Inc. must 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.

24. VIOLATION: At least as of January 1, 2022 and continuing thereafter, Mountain F. Enterprises, Inc. failed to evaluate its utilization of individuals with disabilities in the workforce using the goal established by OFCCP, in violation of 41 CFR 60-741.45. Specifically, Mountain F. Enterprises, Inc. did not conduct a Section 503 utilization analysis.

REMEDY: Mountain F. Enterprises, Inc. must annually evaluate its utilization of individuals with disabilities in the workforce using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. In doing so, Mountain F. Enterprises, Inc. must use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if Mountain F. Enterprises, Inc. has a total workforce of 100 or fewer employees during the reporting period, 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 Mountain F. Enterprises, Inc.'s workforce as a whole, be less than the 7 percent utilization goal, Mountain F. Enterprises Inc. must 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).

IV. OFCCP Monitoring Period

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

Contractor Reports. Mountain F. Enterprises, Inc. agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

Progress Report 1 shall contain all elements of the required reports below and is due on February 28, 2024, covering the following periods:

- Current year AAP: January 1, 2024 to December 31, 2024
- Prior year data: January 1, 2023 to December 31, 2023

Progress Report 2 shall contain all elements of the required reports below and is due on February 28, 2025 covering the following periods:

- Current year AAP: January 1, 2025 to December 31, 2025
- Prior year data: January 1, 2024 to December 31, 2024

Executive Order 11246 Progress Reports

Documentation of:

1. Current year AAP, prepared in accordance with the requirements of 41 CFR §§ 60-1.40 and 60-2.1 through 60-2.17.
 - a. An electronic Excel applicant flow log for the prior year (12-month) period, including all expressions of interest, for all open positions at the establishment. The log should include data columns for:
 - i. Name or Applicant ID
 - ii. Race
 - iii. Gender
 - iv. Veteran Status
 - v. Disability Status
 - vi. Date of application
 - vii. Requisition number
 - viii. Job Title applied for
 - ix. Job Group applied for
 - x. Referral Source
 - xi. Disposition, including if hired (provide a key if disposition codes are used)
 - b. An electronic Excel hire log for the prior year (12-month) period for all positions filled at the establishment, including data columns for:
 - i. Name
 - ii. Race
 - iii. Gender
 - iv. Veteran Status
 - v. Disability Status
 - vi. Employee ID
 - vii. Date of Hire

- viii. Job Title Hired for
 - ix. Job Group Hired for
 - x. Name and job title of the hiring official(s)
- c. An electronic Excel Promotion log for the prior year (12-month) period of all employees who applied or were considered for promotions to other positions, including data columns for:
- i. Name
 - ii. Race
 - iii. Gender
 - iv. Employee ID
 - v. Date of Promotion
 - vi. Job Title From
 - vii. Job Group From
 - viii. Job Title To
 - ix. Job Group To
 - x. Competitive/Non-Competitive
 - xi. Reason not selected for promotion, if applicable
 - xii. Name and job title of the selecting official(s)
- d. An electronic Excel Termination log for the prior year (12-month) period of all terminations that occurred for all positions at the establishment, including data columns for:
- i. Name
 - ii. Race
 - iii. Gender
 - iv. Employee ID
 - v. Date of Termination
 - vi. Job Title
 - vii. Job Group
 - viii. Voluntary/Involuntary
 - ix. Termination Reason
 - x. Name and job title of the terminating official(s)
2. An executed subcontract and/or purchase order, including the equal opportunity clause for E.O. 11246, Section 503, and VEVRAA incorporated either directly or by reference.
3. Notification to each labor union or representative of workers with which Mountain F. Enterprises, Inc. has a collective bargaining agreement or other contract or understanding, regarding Mountain F. Enterprises Inc.'s commitments under section 202 of Executive Order 11246 ("EEO is the Law"), Section 503, and VEVRAA.
4. Evidence that Mountain F. Enterprises, Inc. is evaluating its personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether

there are selection disparities, in accordance with the requirements of 41 CFR §§ 60-2.17(b)(2), 60-3.4, and 60-3.15.

5. Evidence that Mountain F. Enterprises, Inc. is evaluating its compensation system(s) to determine whether there are gender-, race-, or ethnicity-based pay disparities.
6. Developing and implementing an internal audit and reporting system under E.O. 11246, including evidence that Mountain F. Enterprises, Inc. is providing internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained, the results of the audit were reviewed with all levels of management, and top management were advised of program effectiveness, and recommendations were submitted to improve unsatisfactory performance.

VEVRAA Progress Reports

Documentation of:

6. Current year AAP, prepared in accordance with the requirements of 41 CFR §§ 60-300.40 through 60-300.45.
7. Evidence that all requisite employment openings are being listed with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred. In addition, evidence that Mountain F. Enterprises, Inc. requested priority referrals of protected veterans.
8. Evidence that all applicants for employment are being invited by Mountain F. Enterprises, Inc. to voluntarily self-identify as a protected veteran, at both the pre-offer and post-offer stages, including:
 - a. Ten (10) copies of self-identification forms for protected veteran status completed by applicants during the covered period.
 - b. Ten (10) copies of self-identification forms for protected veteran status completed by new hires during the covered period.
9. A review of Mountain F. Enterprises, Inc.'s personnel processes in accordance with the requirements of 41 CFR § 60-300.44(b), including the date of the review, the names and job titles of the employees who conducted the review, each specific component that was reviewed, the results of the review, and a description of any modifications that were made to personnel processes.
10. A review of all Mountain F. Enterprises, Inc.'s physical and mental job qualification standards in accordance with the requirements of 41 CFR § 60-300.44(c), including the date of the review, the names and job titles of the employees who conducted the review, each specific component that was reviewed, the results of the review, and a description of any modifications that were made to the physical and mental job qualification standards.

11. Each outreach and recruitment activity designed to effectively identify and recruit qualified protected veterans that was conducted over the prior year (12-month) period, including a description of the activity, the date of the activity, the names and the job titles of the employees who conducted the activity, and the goal and results of each activity. In addition to the following:
 - a. An assessment of the effectiveness of each outreach and recruitment activity.
 - b. The criteria used to assess each outreach and recruitment activity.
 - c. An assessment of the effectiveness of the totality of all activities. If Mountain F. Enterprises, Inc concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and report what alternative efforts were or will be made.
12. Developing and implementing an audit and reporting system that measures the effectiveness of Mountain F. Enterprises, Inc.'s total affirmative action programs under VEVRAA, including evidence that it conducted an internal self-audit. The report must contain a description of the actions taken, the date of each action and the individuals involved by name and job title, the results of the self-audit, and the names and job titles of the management official(s) who received a copy of the audit results.
13. Data collection analysis, including:
 - a. Total number of applicants for all jobs.
 - b. Total number of applicants hired.
 - c. Number of applicants who self-identified as protected veterans or are otherwise known to be protected veterans.
 - d. Number of protected veteran applicants hired.
 - e. Total number of job openings.
 - f. Total number of jobs filled.
14. Establishing a hiring benchmark (which should be included in the AAP) to measure Mountain F. Enterprises, Inc.'s progress toward achieving equal employment opportunity for protected veterans using one of the methods prescribed in the VEVRAA regulations.

Section 503 Progress Reports

Documentation of:

15. Current year AAP, prepared in accordance with the requirements of 41 CFR §§ 60-741.40 through 60-741.47.
16. Evidence that Mountain F. Enterprises, Inc. invited each of its employees to voluntarily self-identify as an individual with a disability using the OMB-approved form; and reminded employees, in writing, that they may update their disability status at any time. Further, documentation showing that Mountain F. Enterprises, Inc. is inviting all applicants

for employment to voluntarily self-identify as an individual with disability using the OMB-approved form, at both the pre-offer and post-offer stages, including:

- a. Ten (10) copies of self-identification forms for disability status completed by applicants during the covered period, and
 - b. Ten (10) copies of self-identification forms for disability status completed by new hires during the covered period.
17. A review of Mountain F. Enterprises, Inc.'s personnel processes in accordance with the requirements of 41 CFR § 60-741.44(b), including the date of the review, the names and job titles of the employees who conducted the review, each specific component that was reviewed, the results of the review, and a description of any modifications that were made to personnel processes.
18. A review of all Mountain F. Enterprises, Inc.'s physical and mental job qualification standards in accordance with the requirements of 41 CFR § 60-741.44(c), including the date of the review, the names and job titles of the employees who conducted the review, each specific component that was reviewed, the results of the review, and a description of any modifications that were made to the physical and mental job qualification standards.
19. Each outreach and recruitment activity designed to effectively identify and recruit qualified individuals with disabilities that was conducted over the prior year (12-month) period, including a description of the activity, the date of the activity, the names and the job titles of the employees who conducted the activity, and the goal and results of each activity. In addition to the following:
- a. An assessment of the effectiveness of each outreach and recruitment activity.
 - b. The criteria used to assess each outreach and recruitment activity.
 - c. An assessment of the effectiveness of totality of all its activities. If Mountain F. Enterprises, Inc. concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and report what alternative efforts were or will be made.
20. Developing and implementing an audit and reporting system that measures the effectiveness of Mountain F. Enterprises, Inc.'s affirmative action program under Section 503, including evidence that it conducted an internal self-audit. The report must contain a description of the actions taken, the date of each action and the individuals involved by name and job title, the results of the self-audit, and the names and job titles of the management official(s) who received the audit results.
21. Data collection analysis, including:
- a. Total number of applicants for all jobs.
 - b. Total number of applicants hired.
 - c. Number of applicants who self-identified as individuals with disabilities or are otherwise known to be individuals with disabilities.

- d. Number of applicants with disabilities hired.
- e. Total number of job openings.
- f. Total number of jobs filled.

22. Utilization analysis (which should be included in the AAP) evaluating the representation of individuals with disabilities within each job group, or, if appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole. When the percentage of individuals with disabilities is less than the 7 percent utilization goal established by OFCCP, Mountain F. Enterprises must provide a description of its steps taken to determine whether and where impediments to equal employment opportunity exist for each job group where the goal was not achieved and the actions taken to make progress toward the goal. When making this determination, Mountain F. Enterprises must assess its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of the affirmative action program.

(b) (6), (b) (7)(C) Enterprises, Inc. will submit all progress reports to Compliance Officer (CO) at (b) (6), (b) (7)(C) @dol.gov, and cc: Area Director, Hector Sanchez dol.gov. Mountain F. Enterprises, Inc. 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 Mountain F. Enterprises, Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Mountain F. Enterprises, Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Mountain F. Enterprises, Inc. will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Mountain F. Enterprises, Inc. of the FOIA request and provide Mountain F. Enterprises, Inc. an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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 Mountain F. Enterprises, Inc.’s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Mountain F. Enterprises, Inc. in writing within sixty (60) days of the date of the final progress report that Mountain F. Enterprises, Inc. 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 Mountain F. Enterprises, Inc. within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Mountain F. Enterprises, Inc. has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and the Mountain F. Enterprises, Inc. establishment located at 950 Iron Point Road, Suite 210, Folsom, CA 95630.

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

Hollis Day
Safety Director
Mountain F. Enterprises, Inc.
Folsom, CA 95630

DATE: 02/01/2024

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

Hector M. Sanchez
Area Director
Orange Area Office

DATE: 02/01/2024

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

Compliance Officer
Orange Area Office

DATE: 02/01/2024