

Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Inmar, Inc.
635 Vine Street
Winston-Salem, North Carolina 27101-4185

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Inmar, Inc. d/b/a Inmar Intelligence (Inmar) establishment located at 635 Vine Street, Winston-Salem, North Carolina 27101-4185 beginning on October 25, 2019. OFCCP found that Inmar failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 793 (Section 503) and their respective implementing regulations at 41 C.F.R. Section 60-741.

OFCCP notified Inmar of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on June 4, 2020.

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

II. General Terms and Conditions

1. In exchange for Inmar's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Inmar violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Inmar'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. Inmar will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Inmar 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. Inmar and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Inmar 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.

Inmar, Inc.
Conciliation Agreement

6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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 will 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.
8. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Inmar submits its final progress report required in Section IV, below, unless OFCCP notifies Inmar in writing before the expiration date that Inmar 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 Inmar has met all of its obligations under the Agreement.
11. If Inmar violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Inmar a written notice stating the alleged violation and summarizing any supporting evidence.
 - ii. Inmar 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 Inmar is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by Inmar, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Inmar may be subject to the sanctions set forth in 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.
12. Inmar neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. 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 Violation and Remedy

1. **Violation 1:** During the period March 1, 2018 through August 31, 2019, Inmar 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 C.F.R. 60-741.44(f). Specifically, Inmar failed to document all outreach recruitment activities and retain such documentation. Due to this failure, Inmar failed to evaluate each outreach and recruitment activity and come to a reasonable conclusion as to whether each activity is effective in identifying and recruiting qualified individuals with disabilities.
2. **Remedy 1:** Inmar will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 C.F.R. 60-741.44(f)(2). Inmar will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 C.F.R. 60-741.44(f)(3). Inmar will document all activities it undertakes to comply with this section, in accordance with 41 C.F.R. 60-741.44(f)(4). As part of these outreach and recruitment activities, Inmar may use the disability organizations listed below and will use other resources identified by Inmar to recruit qualified job candidates:

Shanata McMillian-Shepard, Business Relations Representative
Division of Vocational Rehabilitation Services
North Carolina Department of Health and Human Services
2201 Brewer Road
Winston Salem, North Carolina 27127
Phone: (336) 784-2700
Email: (b) (6), (b) (7)(C)@dhhs.nc.gov

Inmar, Inc.
Conciliation Agreement

Mike Burns, Warriors to Work Specialist
Wounded Warrior Project
1990 Fordham Drive, Suite 100
Fayetteville, North Carolina 28304
Phone: (910) 778-7815
Email: (b) (6), (b) (7)(C)@woundedwarriorproject.org

Department of Veteran Affairs
Vocational Rehabilitation & Employment
Emily Stubbs, Employment Coordinator
251 N Main Street, Suite 426,
Winston Salem, North Carolina 27155
Telephone: (336) 251-6408
Email: (b) (6), (b) (7)(C)@va.gov

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Inmar agrees to retain all records relevant to the violation cited in Section III above and the report 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 report. Inmar will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Report.**

Schedule and Instructions. Inmar agrees to furnish OFCCP with one report during the Monitoring Period according to the following schedule:

Progress Report 1: The report will be due by March 15, 2021 and will cover the period of June 15, 2020 through February 28, 2021.

The report will include the following:

Pursuant to Remedy 1: Documentation to include (a) Inmar's efforts to recruit qualified individuals with disabilities for job vacancies, including contacts with and responses from all recruitment sources Inmar used, along with a report on the number of applicants referred by job group, job title, recruitment source and the number of applicants hired, broken out by job group, job title and recruitment source; (b) a list containing all outreach and recruitment activities along with an assessment containing the criteria Inmar uses in its assessment evaluating whether each activity was effective or not in identifying and recruiting qualified individuals with disabilities; and (c) an assessment of Inmar's overall outreach and recruitment efforts and, if Inmar concludes that those overall efforts are not effective, what efforts Inmar have taken in identifying and implementing alternative efforts.

Inmar, Inc.
Conciliation Agreement

Inmar will submit the report to:

George Rouse, III Assistant District Director—Charlotte/Columbia/Raleigh
U.S. Department of Labor
Office of Federal Contract Compliance Programs
1835 Assembly Street, Suite 608
Columbia, South Carolina 29201-2445
(b) (6), (b) (7)(C)@dol.gov

Inmar and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent any of the report Inmar provides in accordance with this agreement is customarily kept private or closely-held, and Inmar believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Inmar will provide such report to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential document.

- 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 Inmar's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Inmar in writing within sixty (60) days of the date of the final progress report that Inmar 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 Inmar within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Inmar has met all of its obligations under the Agreement.

Inmar, Inc.
Conciliation Agreement

V. Signatures

The person signing this Agreement on behalf of Inmar, Inc. d/b/a Inmar Intelligence personally warrants that he is fully authorized to do so, that Inmar, Inc. d/b/a Inmar Intelligence has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Inmar, Inc. d/b/a Inmar Intelligence.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Inmar, Inc. d/b/a Inmar Intelligence at 635 Vine Street, Winston-Salem, North Carolina 27101-4185.

Ex (6), Ex (7)(C)

L. David Mounts
Chairman and Chief Executive Officer
Inmar, Inc. d/b/a Inmar Intelligence
635 Vine Street
Winston-Salem, North Carolina 27101-4185

DATE: June 24, 2020

Ex (6), Ex (7)(C)

Pamela Quinn
District Director—Charlotte
Southeast Region

DATE: June 30, 2020

Ex (6), Ex (7)(C)

George Rouse III
Assistant District Director—Charlotte/Columbia/Raleigh
Southeast Region

DATE: June 30, 2020

Ex (6), Ex (7)(C)

(b) (6), (b) (7)(E)

Senior Compliance Officer
Southeast Region

DATE: June 30, 2020