

EARLY RESOLUTION CONCILIATION AGREEMENT

Between

**THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**

and

EXPRESS SCRIPTS, INC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating the Express Scripts, Inc. (hereinafter Express Scripts), 3000 Ericsson Drive, Warrendale, Pennsylvania 15086-6501 establishment (“Reviewed Establishment”) and is alleging that Express Scripts was not in compliance with Executive Order 11246 as amended (“E.O. 11246” or “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (CFR) Sections 60-1 – 60-3.¹ While Express Scripts does not agree with OFCCP’s findings, in the interest of resolving the violations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Express Scripts enter into this Early Resolution Conciliation Agreement (“Agreement”), and the parties agree to all the terms therein. OFCCP recognizes Express Scripts’ commitment to prospective improvements in workplace equity, opportunity, and diversity in crafting this forward-looking resolution that will foster enhanced oversight of more workers for at least the next five years. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Express Scripts’ fulfillment of all obligations of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part IV if Express Scripts violates

¹ For the sake of clarity, all references herein to “Express Scripts” include its subsidiaries, parent companies, and affiliates, including, but not limited to, Express Scripts, Inc., Express Scripts Strategic Development, Inc., Express Scripts Sales Operations, Inc., Express Scripts Pharmaceutical Procurement, LLC, Medco Health Solutions, LLC, Accredo Health Group, Inc., Medco Health Services Inc., Express Scripts Services Co., Express Scripts Pharmacy, Inc., Express Scripts Administrators, LLC, Priority Healthcare Distribution, Inc., eviCore 1, LLC, Evernorth Enterprise Services, Inc., Evernorth Strategic Development, Inc., Evernorth Sales Operations, Inc., and Evernorth Health, Inc. Notwithstanding the foregoing, because the compliance review in question commenced prior to Cigna Corporation’s acquisition of Express Scripts on December 20, 2018, the parties intend any references to Express Scripts to exclude the legacy Cigna Corporation and its subsidiaries and affiliates that existed prior to December 20, 2018.

this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the five-year exemption period for compliance evaluations if OFCCP deems that Express Scripts is in breach of the agreement. In exchange for Express Scripts' fulfillment of all obligations of the Agreement, OFCCP further agrees not to initiate any new compliance evaluations at the establishments in Attachment A (the "Covered Establishments") until at least 60 days after Express Scripts submits the final progress report described in Part VIII of this Agreement and the OFCCP confirms to Express Scripts that it has fully complied with the terms of this Agreement, and the exemption period available in the selection methodology in place five years henceforth has expired.

2. Express Scripts agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to Express Scripts' compliance. Express Scripts will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.
3. This Agreement does not constitute an admission by Express Scripts of any violation of or noncompliance with EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that Express Scripts violated any laws. Nor has there been an adjudication on the merits regarding any such violation.
4. Express Scripts understands that nothing in this Agreement relieves Express Scripts of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws.
5. Express Scripts promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under EO 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
6. OFCCP and Express Scripts ("the parties") understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, 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.

8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director (the “Effective Date”).
10. This Agreement will expire sixty (60) days after Express Scripts submits the final progress report required in Part VIII below, unless OFCCP notifies Express Scripts in writing prior to the expiration date that Express Scripts has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Express Scripts has met all of its obligations under the Agreement, or for at least five years, whichever is later (referred to herein as the “scheduling exemption period”). Furthermore, at the expiration of the scheduling exemption period, any Express Scripts establishment selected for a compliance evaluation will be selected in accordance with the scheduling methodology in place at that time.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If Express Scripts violates this Early Resolution Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
 - i. If OFCCP believes that Express Scripts violated any term of the Agreement while it was in effect, OFCCP will send Express Scripts a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Express Scripts will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Early Resolution Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected applicants.
 - iii. If Express Scripts 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 for those establishments with an open compliance evaluation at the time of this agreement.
 - iv. In the event of a breach of this Agreement by Express Scripts, 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 this Agreement.
 - B. Express Scripts may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of 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, and cannot be used as evidence that Express Scripts is not in compliance with any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
14. 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 either party's policies, practices, or positions 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.
15. 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.
16. This agreement is between OFCCP and Express Scripts (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of Express Scripts.

PART III. SPECIAL TERMS AND CONDITIONS

- A. Express Scripts agrees to the enhanced compliance provisions outlined in Part VII and the reporting provisions outlined in Part VIII of this Agreement. These additional commitments are not limited to the Reviewed Establishment listed in Part I above. The enhanced compliance provisions will have an enterprise-wide impact that will benefit incumbent employees and the prospects of job seekers at Express Scripts establishments throughout the United States.
- B. During the five-year scheduling exemption, OFCCP retains the right only to review compliance with this Agreement and to investigate complaints of discrimination at establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA. This exemption applies to the locations listed on Attachment A. To the extent Express Scripts adds new establishments in the U.S. after the Effective Date of this Agreement, whether as a result of an acquisition or relocation, Express Scripts will notify the Regional Director of the Mid-Atlantic Region of the new establishments and will submit an amended Attachment A. All such establishments with similar jobs will be considered Covered Establishments unless, as to an acquired establishment, there is an open OFCCP compliance evaluation. The new establishments will be subject to the Reporting Requirements below in Part VIII.
- C. If Express Scripts violates the terms of the Agreement, OFCCP, after following the process set forth in Part II, Section 12, reserves the right to bring an enforcement action under 41 CFR § 60-1.34 and the five-year scheduling exemption will be void.

- D. This agreement will not relieve Express Scripts from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including the monitoring of an up-to-date Affirmative Action Program (“AAP”).

PART IV. PRELIMINARY FINDINGS

A. Selection Disparities.

During the compliance evaluation at the Reviewed Establishment listed in Part I, OFCCP alleges that Express Scripts is not in compliance with the nondiscrimination requirements of the equal opportunity clause of EO 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP’s preliminary findings revealed statistical significance in the hiring process and selection procedures for Patient Care Advocate II (PCA II) positions during January 1, 2018 through December 31, 2018 resulting in a hiring shortfall of 8 female hires. Express Scripts denies these allegations.

PART V. FINANCIAL and NON-FINANCIAL REMEDY

1. Settlement Fund

- a. **Settlement Fund Account.** Express Scripts will deposit a total of \$110,000.00 in an FDIC-insured interest bearing account maintained by Express Scripts at the prevailing interest rate. By the deadline set forth in the Timeline, Express Scripts will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, Express Scripts will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Express Scripts’ share of taxes on the portion representing back pay (such as federal, state and/or local taxes and FICA) is not part of the Settlement Fund. Express Scripts will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$103,084.82 in back pay and \$6,915.18 in interest to resolve specific violation set forth above.

2. Notice Process

- a. **OFCCP and Express Scripts Obligations Under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Express Scripts and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or

document should be modified. OFCCP and Express Scripts agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

- b. **Notice Documents.** Express Scripts will distribute Notice Documents to Affected Applicants consistent with the sample Notice Documents contained in Attachments C-1, C-2, and C-3, which include a Notice, Information Verification Form, and Release Form. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor.
- c. **Timeline.** Attachment D sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP may provide Express Scripts with additional contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Applicants.** Express Scripts will provide initial notice by regular first-class mail. Express Scripts will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Express Scripts will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. OFCCP may also conduct independent efforts to communicate with Affected Applicants about this Agreement and provide updated information to Express Scripts. A second mail notice will be sent to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- g. **Exchange of Information Regarding Affected Applicants.** Express Scripts and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- h. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify

potentially eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Express Scripts will provide to OFCCP any information necessary to determine the Final List.

- i. **Express Scripts' Expenses.** Express Scripts will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

3. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible applicants as explained in Section V.1.b above. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/FUTA) state/local insurance premiums or taxes).
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter "Eligible Applicants.") These individuals will be listed on the Final List of Eligible Applicants ("Final List"). The process of determining the Final List is explained above under Notice Process. OFCCP will determine the final amount for each Eligible Applicant based on the formula or other terms provided in this Agreement. All Eligible Applicants are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Express Scripts.
- c. **Payments to Eligible Applicants.** OFCCP will provide Express Scripts a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. Express Scripts will issue checks or make electronic payments to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms, as required by the IRS (such as W-2 and IRS Form 1099), by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, Express Scripts will make a second distribution, in equal shares, to all Eligible Applicants who cashed their first check if the second distribution to each Eligible Applicant would be at least \$20.00. If the second distribution to each Eligible Applicant would not result in a payment of at least \$20.00 then the uncashed funds shall be spent on additional training for Express Scripts hiring and recruiting personnel. Express Scripts will mail the second distribution to such participants by the date specified in the Timeline.

- d. **Tax Payments, Forms and Reporting.** Express Scripts will pay Express Scripts' share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Express Scripts shall mail to each Eligible Applicant IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year, as required by the IRS. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.
- e. **Documentation of Payments.** By the deadline set forth in the Timeline, Express Scripts will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Express Scripts will provide a similar documentation on the second distribution.

4. NON-MONETARY REMEDY:

- a. **Job Opportunities.** Express Scripts hired twelve eligible female PCA II applicants who applied during the review period. Express Scripts paid the hired applicants the current wage for the job they were hired for, and provided all regular on the job training provided to employees in that position. Consequently, there is no requirement to extend additional job offers to class members.

PART VI: TECHNICAL VIOLATIONS

- 1. **VIOLATION:** OFCCP alleged that during the period of January 1, 2018 through December 31, 2018, Express Scripts did not maintain and make available for inspection certain limited personnel and employment records in accordance with the requirements of 41 CFR § 60-1.12; 41 CFR § 60-3.4 and 60-3.15.

REMEDY: Express Scripts will ensure that it has established and implemented procedures to collect and maintain records in accordance with the requirements of 41 CFR § 60-1.12(a) and Part 60-3.

PART VII. ENHANCED COMPLIANCE PROVISIONS

- 1. The Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement.
- 2. To proactively facilitate compliance with Executive Order 11246, Express Scripts will take the steps described below to enhance its compliance with Executive Order 11246 in the selection process of the PCA II position or any successor to the PCA II position, such as, but not limited to, Customer Service Representative ("Covered Positions"), at the Covered Establishments in Attachment A to ensure non-discriminatory selection practices.

3. Express Scripts will retain an expert in the field of affirmative action compliance (“Consultant”) for the purpose of evaluating the neutrality of Express Scripts’ selection policies and practices for the Covered Positions and recommending modifications to these policies and practices.

4. **Modification to selection procedures**

- a. Express Scripts agrees to evaluate its hiring processes for the Covered Positions to ensure equal access to opportunities for all eligible and willing applicants and employees, regardless of sex, race, ethnicity or national origin.
- b. Express Scripts will retain the Consultant for the purpose of evaluating the policies and procedures related to the hiring process for the Covered Positions at the Covered Establishments listed in Attachment A to ensure that hiring decisions are neutral.
- c. The Consultant will evaluate the policies and procedures Express Scripts currently uses to hire individuals in the Covered Positions. The Consultant will use professional judgement to review a representative sample of the Covered Establishments to feel confident that the Covered Positions are clearly understood.
- d. Within sixty (60) days after the Effective Date of this Agreement, the Consultant will submit to Express Scripts and OFCCP a proposal that describes the methodology used in the evaluation. The proposal will estimate the time necessary to conduct a comprehensive evaluation of Express Scripts’ hiring practices and write a report containing the Consultant’s findings and recommendations. The evaluation and recommendations will cover the following areas:
 - i. Procedures to recruit, screen, interview, select, reject, and hire individuals for the Covered Positions without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and religion in compliance with Executive Order 11246.
 - ii. Evaluation of recruitment efforts (methods and sources) for the Covered Positions and recommendations for additional strategies to engage in good faith efforts and outreach in response to any placement goals set in a job group containing the Covered Positions.
 - iii. Procedures to limit subjectivity and implicit bias in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (i.e., application screen, interview, post-offer screen, etc.).
 - iv. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions are recorded at each step in the hiring process.

- v. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
- vi. Procedures to train all employees involved in the hiring process on the policies and practices related to the selection of individuals for the Covered Positions.
- vii. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including an evaluation of the individual components, if statistical disparities exist.

These Enhanced Compliance Provisions between Express Scripts and OFCCP does not provide Express Scripts with any grant of immunity or protection from its requirement to comply with Executive Order 11246.

These Enhanced Compliance Provisions between Express Scripts and OFCCP may be modified upon the written consent of the parties.

These Enhanced Compliance Provisions are between OFCCP and Express Scripts (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of Express Scripts or OFCCP. In case of a disagreement over the implementation of this Enhanced Compliance Agreement, the parties agree to negotiate in good faith prior to OFCCP instituting any enforcement proceedings.

PART VIII. REPORTS REQUIRED DURING OFCCP MONITORING PERIOD

1. **Recordkeeping.** Express Scripts agrees to retain all records relevant to the violations cited in Part IV above and the reports submitted in compliance with Paragraph B, 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. Express Scripts will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Confidentiality.** Express Scripts will submit reports to Tracie Brown, District Director, 2103 Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania 15222, (b) (6), (b) (7)(C)@dol.gov. Express Scripts 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 Express Scripts provides in accordance with this agreement are customarily kept private or closely-held, and Express Scripts believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Express Scripts will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

3. Express Scripts Reports.

a. Schedule and Instructions. Express Scripts agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1: The first set of progress reports for the Reviewed Establishment and a representative sample of other establishments listed in Attachment A having the Covered Positions, will cover the period of July 1, 2020 through June 30, 2021, and will be due by August 31, 2021.

Progress Report 2: The second set of progress reports for the Reviewed Establishment and a representative sample of other establishments listed in Attachment A having the Covered Positions, will cover the period of July 1, 2021 through June 30, 2022, and will be due by August 31, 2022.

Progress Report 3: The third set of progress reports for the Reviewed Establishment and a representative sample of other establishments listed in Attachment A having the Covered Positions, will cover the period of July 1, 2022 through June 30, 2023, and will be due by August 31, 2023.

Progress Report 4: The fourth set of progress reports for the Reviewed Establishment and a representative sample of other establishments listed in Attachment A having the Covered Positions, will cover the period of July 1, 2023 through June 30, 2024, and will be due by August 31, 2024.

Progress Report 5: The fifth set of progress reports for the Reviewed Establishment and a representative sample of other establishments listed in Attachment A having the Covered Positions, will cover the period of July 1, 2024 through June 30, 2025, and will be due by August 31, 2025.

Express Scripts will submit reports to Tracie Brown, District Director, 2103 Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania 15222, (b) (6), (b) (7)(C)@dol.gov. Express Scripts and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement.

b. Reports on Modifications to Personnel Practices. In each Progress Report Express Scripts will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:

- i. A detailed summary of the procedures Express Scripts established and implemented by Express Scripts to collect and maintain applicant and interview records in accordance with the requirements of 41 CFR § 60-1.12(a), and Part 60-3 and 60-3.15.

- ii. A detailed description of the internal audit and reporting system developed and implemented by Express Scripts to periodically measure the effectiveness of its total affirmative action program.
- iii. A report detailing any Covered Positions in which Express Scripts' evaluation of selections rates identified a statistical and practical indicator. In accordance with the *Uniform Guidelines on Employee Selection Procedures* 41 CFR Part 60-3, this report will include the results of the Consultant's review of the employment process through an evaluation of each of the individual components of the employment process for all Covered Positions. Additionally, the report will include Express Scripts' action plan for making necessary adjustments to address identified barriers and ensure non-discriminatory employment decisions are made in a manner that is job-related and consistent with business necessity, as well as, evidence of progress made in the prior year for previous action plans.
- iv. For each Covered Position, the number of applicants identified by gender and the number of hires identified by gender.
- v. The current year Executive Order 11246 AAP for the Reviewed Establishment.
- vi. Documentation of monetary payments to all Eligible Class Members as specified in Part IV. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Express Scripts must provide OFCCP with copies of all canceled checks upon request

PART IX. SIGNATURES

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Express Scripts and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Express Scripts nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Express Scripts, Inc., 3000 Ericsson Drive, Warrendale, Pennsylvania 15086-6501.

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

VICTORIA WHEELER
Vice President & General Manager, Accredo Operations
Express Scripts
3000 Ericsson Drive
Warrendale, PA

DATE: 12/11/20

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

MICHELE HODGE
Regional Director
Mid-Atlantic Region

DATE: 12/16/20

Attachments

- A. List of Covered Establishments and Positions
- B. List of Eligible Class Members
- C. Notice Documents
 - C-1 Notice
 - C-2 Employment Interest Form
 - C-3 Release Form
- D. Timeline

Attachment A: Covered Establishments²

Address Line	City	State	Zip
4500 Alexander Blvd NE	Albuquerque	New Mexico	87107
44927 George Washington Blvd.	Ashburn	Virginia	20147-4291
11501 Alterra Parkway	Austin	Texas	78758
2100 Riverchase Center	Birmingham	Alabama	35244
6625 West 78th Street	Bloomington	Minnesota	55439
512 Township Line Road	Blue Bell	Pennsylvania	19422
12 Kent Way	Byfield	Massachusetts	01922
2410 Wardlow Road	Corona	California	92880-2892
5151 Blazer Memorial Parkway	Dublin	Ohio	43017
2915 Waters Rd	Eagan	Minnesota	55121
2200 Busse Road	Elk Grove Village	Illinois	60007-6020
650 West Grand Ave	Elmhurst	Illinois	60126
125 Clearbrook Road	Elmsford	New York	10523-1114
361 Inverness Drive South	Englewood	Colorado	80112
4865 Dixie Hwy	Fairfield	Ohio	45014
580 CrossKeys Office Park	Fairport	New York	14450
2040 Rt 130	North Burlington	New Jersey	08016
143-30 38th Ave	Flushing	New York	11354
5243 NW 33rd Ave	Fort Lauderdale	Florida	33309-6302
100 Parsons Pond Drive	Franklin Lakes	New Jersey	07417
172 Ridge St	Glens Falls	New York	12801
1400 Lombardi Ave	Green Bay	Wisconsin	54304
422 Gallimore Dairy Road	Greensboro	North Carolina	27409
2297 Southwest Blvd	Grove City	Ohio	43123
83 Lafayette Road	Hampton Falls	New Hampshire	03844-2303
677 Ala Moana Boulevard	Honolulu	Hawaii	96813
9307 Kirby	Houston	Texas	77054
2825 W. Perimeter Road	Indianapolis	Indiana	46241
1707 Market Place Blvd	Irving	Texas	75063-8074
4343 Royal Lane	Irving	Texas	75063

² At a minimum, Express Scripts will do a self-analysis of all establishments contained in this attachment, and will submit hiring analyses for at least three different establishments listed in this attachment with Covered Positions not previously reported as part of the Progress Reports required by Part VIII.

8563-4 Argyle Business Loop	Jacksonville	Florida	32244
520 Elmwood Park Blvd	Jefferson	Louisiana	70123
22623 68th Avenue South	Kent	Washington	98032
255 Technology Park	Lake Mary	Florida	32746
1335 East Sunset Road	Las Vegas	Nevada	89119
11411-13 Strang Line Rd	Lenexa	Kansas	66215
23102 E Appleway Ave	Liberty Lake	Washington	99019
1700 Eastpoint Parkway	Louisville	Kentucky	40223
261 Cedar Hill Street	Marlborough	Massachusetts	01752
1610 Century Center Parkway	Memphis	Tennessee	38134
1620 Century Center Parkway	Memphis	Tennessee	38134
1640 Century Ctr Pkwy	Memphis	Tennessee	38134
1680 Century Center Parkway	Memphis	Tennessee	38134
41 Rachel Drive	Nashville	Tennessee	37214-3684
2 Boulden Circle	New Castle	Delaware	19720
190 Technology Parkway	Norcross	Georgia	30092
501 Ronda Court	North Huntingdon	Pennsylvania	15642-2761
39625 Lewis Dr Ste 800	Novi	Michigan	48377
4901 West Reno	Oklahoma City	Oklahoma	73127
19060 Q Street	Omaha	Nebraska	68135-1503
6252 Lee Vista Boulevard	Orlando	Florida	32822
6272 Lee Vista Blvd	Orlando	Florida	32822
45 Route 46 East	Pine Brook	New Jersey	07058
101 Possumtown Road	Piscataway	New Jersey	08854-3706
Three Gateway Center	Pittsburgh	Pennsylvania	15222
10045 S Federal Highway	Port St. Lucie	Florida	34952
8640 Evans	St. Louis	Missouri	63134
8921/8931 Springdale Ave	St. Louis	Missouri	63134
4700 North Hanley	St. Louis	Missouri	63134
One Express Way	St. Louis	Missouri	63121
8455 University Place Drive	St. Louis	Missouri	63121
4600 N. Hanley	St. Louis	Missouri	63134
2603 Osbourne Road	Saint Marys	Georgia	31558
3488 South Main Street	Salt Lake City	Utah	84115
2500 East 52nd Street North	Sioux Falls	South Dakota	57104
4240 Duncan Avenue	St. Louis	Missouri	63110-1123
3111 W. Dr. Martin Luther King Jr Blvd	Tampa	Florida	33607
2040 West Rio Salado Parkway	Tempe	Arizona	85281

3001 Priest Drive	Tempe	Arizona	85282
7909 S Hardy Drive	Tempe	Arizona	85284
13051 Telecom Parkway	Temple Terrace	Florida	33637-0926
433 River Street	Troy	New York	12180
12131 113th Ave NE	Kirkland	Washington	98034
3000 Ericsson Drive	Warrendale	Pennsylvania	15086
300 New Jersey Avenue	Washington	District of Columbia	20001
N19 W24130 Riverwood Dr	Waukesha	Wisconsin	53188
4750 East 450 South	Whitestown	Indiana	46075
1575 Garden of the Gods Road	Colorado Springs	CO	80907
80 Spring Lane	Plainville	CT	06062
1420 South Babcock Street	Melbourne	FL	32901
50 Downing Road	Lexington	MA	02421
175 Federal Street	Boston	MA	02110
4700 North Hanley Road	Berkeley	MO	63134
2732 Transit Road	West Seneca	NY	14224
400 Buckwalter Place Blvd	Bluffton	SC	29910
730 Cool Springs Blvd	Franklin	TN	37067

Attachment B: List of Eligible Class Members

#	Candidate ID	Name
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(b) (6), (b) (7)(C)

Attachment C1 Notice

You may be eligible to get money because of a legal settlement between Express Scripts, Inc. and/or its subsidiaries, parent companies, and affiliates (collectively referred to hereinafter as “Express Scripts”) and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Express Scripts that may benefit you. This settlement involves a hiring disparity, and our records show that you may be one of the class members covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages with Express Scripts.

Are you affected?

Females who were not selected and for whom OFCCP found a hiring disparity for Patient Care Advocate II positions at Express Scripts, Warrendale, Pennsylvania between January 1, 2018 and December 31, 2018 are covered by this settlement.

What Is This Settlement About?

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Express Scripts’ selection practices during January 1, 2018 through December 31, 2018. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to Express Scripts. OFCCP alleges that Express Scripts discriminated against female applicants in hiring. Express Scripts denies those claims. Ultimately, OFCCP and Express Scripts have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between Express Scripts and OFCCP.

As a result, affected class members may be eligible for back pay.

What Does This Mean For You?

Because you applied for the Patient Care Advocate II position during the relevant time frame, and were not selected, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$550** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments Express Scripts is making to settle the issues found. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

What Is Your Next Step?

You should read this Notice and the enclosed Interest and Release forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money from Express Scripts.

To be eligible for a payment, you must complete, sign, and return **both** the following enclosed form (1) the “Release of Claims Under Executive Order 11246” (Release) and (2) the “Information Verification Form” to:

[Name and address for return of forms or instructions/email for electronic submission]

DEADLINE: The forms must be received by [INSERT specific date for First or Second Notice deadline date in Attachment D]

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money available to you by the settlement.

How Can You Get More Information?

If you have any questions, you may contact Compliance Officer (b) (6), (b) (7)(E) You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment C-2

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between Express Scripts and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Numbers:

Home _____ Cell _____ Work _____

Email Address: _____

Notify Express Scripts at the address below if your address or phone number changes within the next twelve (12) months.

INSERT
CLAIMS ADMINISTRATOR
ADDRESS

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your gender:

Female Male

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE TERMS OF THIS AGREEMENT.

I, _____, certify the above is true and correct.
(Print name)

Signature

Date

Attachment C-3 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Express Scripts, Inc. and/or its subsidiaries, parent companies, and affiliates (collectively referred to hereinafter as "Express Scripts") paying you money, you agree that you will not file any lawsuit against Express Scripts for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Patient Care Advocate II position. It also says that Express Scripts does not admit it violated any laws enforced by OFCCP. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of at least \$550 (less adjustments required by law) by Express Scripts to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge Express Scripts, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims that are actionable or could have been brought under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole economically for any claim relating to my non-selection for employment with Express Scripts through the effective date of this Release, and I agree not to seek and/or accept, as part of any action based on my non-selection, any additional economic relief designed to reimburse me for alleged loss or damage including lost earnings, salary or wages, overtime, premium pay and shift differentials, incentive pay, raises, bonuses, lost sales commissions, cost-of-living increases, tips, medical and life insurance, fringe benefits, pensions, stock options, and awards.

II.

I understand that Express Scripts denies that it treated me unlawfully or unfairly in any way and that Express Scripts entered into an Early Resolution Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP related to the facility covered by the Early Resolution Conciliation Agreement. I further agree that the payment of the aforesaid sum by Express Scripts to me is not to be construed as an admission of any liability by Express Scripts.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own freewill to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Express Scripts, by the deadline listed on the Claim Form, I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

Attachment D- Timeline

ACTIVITY	DATE
Express Scripts provides documentation of establishment of settlement fund	January 29, 2021
Express Scripts provides current balance of the account, list of transactions and the amount of accrued interest on settlement fund	January 29, 2021
Express Scripts Mails Notice Documents (First Mailing)	February 13, 2021
Deadline for Affected Applicants to Reply to Notice Documents	March 15, 2021
Express Scripts and OFCCP meet to discuss results of initial mail notice	March 24, 2021
OFCCP Provides Updated Contact Information to Express Scripts	April 4, 2021
Express Scripts Mails Notice Documents (Second Mailing)	April 14, 2021
Deadline for Affected Applicants to Reply to Second Notice	May 14, 2021
Express Scripts Provides List of its Determination of Eligible Applicants	May 29, 2021
OFCCP Reviews and Approves Final List and Distribution Amounts	June 13, 2021
Express Scripts Mails Back pay Checks	June 28, 2021

ACTIVITY	DATE
Express Scripts Notifies OFCCP of Any Checks Returned as Undeliverable	July 13, 2021
OFCCP Provides Updated Addresses for Checks Returned as Undeliverable	July 23, 2021
Express Scripts Mails Back pay Checks to New Addresses	August 2, 2021
Distribution of Remaining Funds to Eligible Applicants	December 10, 2021

Enhanced Compliance Agreement Timeline

Consultant submits proposal to Express Scripts and OFCCP	60 Days From Effective Date
Express Scripts submits Annual Progress Reports	Report 1: August 31, 2021 Report 2: August 31, 2022 Report 3: August 31, 2023 Report 4: August 31, 2024 Report 5: August 31, 2025