

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
HM Health Solutions, Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the HM Health Solutions, Inc. (HMHS) establishment located at 120 5th Avenue, Pittsburgh, PA 15222 (“Reviewed Establishment”), beginning on September 17, 2018. OFCCP determined that HMHS failed to comply with Executive Order 11246, as amended (E.O. 11246), and its respective implementing regulations at 41 Code of Federal Regulations (C.F.R.) Parts 60-1 through 60-2.

OFCCP notified HMHS of the specific violations and the corrective actions required in a Notice of Violation issued on September 10, 2020.

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

The attachments to this Agreement are deemed incorporated into this Agreement.

**II. General Terms and Conditions**

1. In exchange for HMHS’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246; Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503); and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if HMHS 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 HMHS’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. HMHS 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 HMHS 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. HMHS and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. HMHS 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.
6. 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. This Agreement becomes effective on the day it is signed by the Regional 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 HMHS submits its final progress report required in Section VIII, below, unless OFCCP notifies HMHS in writing before the expiration date that HMHS 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 HMHS has met all of its obligations under the Agreement.
11. If HMHS violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send HMHS a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. HMHS 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 HMHS 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 the HMHS, 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. HMHS may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
12. HMHS denies it has committed 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 and in the Timeline included as Attachment B 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. Alleged Discrimination Violation**

**VIOLATION:** OFCCP found, as of January 1, 2018, statistically significant disparities in pay disfavoring White, Black, and Two or More Race employees in the Associate Consultant and Consultant positions, in violation of E.O. 11246 Section 202 and 41 C.F.R. 60-1.4(a). Specifically, a review of the compensation practices covering those in the Associate Consultant and Consultant positions revealed that HMHS paid 51 White employees, 12 Black employees, and 4 Two or More Race employees less than 43 similarly situated Asian employees.

### **IV. Financial Remedy**

1. **Notice.** Pursuant to the dates agreed upon in Attachment B (“Timeline”), HMHS will notify the Class Members listed in Attachment A (“List of Class Members”) of the terms of this Agreement via regular first-class mail for former employees. For current employees, HMHS will notify provide notification via electronic mail. This notification will include the Notice, the Information Verification Form, and the Release of Claims Form included in Attachments C1-C3 and a postage paid return envelope. Each Class Member (or the Class Member’s appointed legal representative in the event that he or she

is deceased or otherwise provided under the law) will have until the date listed on the Notice to respond by returning the completed Release to the contact listed on the Notice.

Pursuant to the dates in the Timeline, HMHS shall notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated contact information to HMHS. HMHS will use this new contact information to notify the individuals of their status as Class Members and provide them with a new mailing of the documents described above. Each such Class Member will have until the date listed on the second Notice to respond by returning the completed Release to the contact on the Notice.

By the date indicated in the Timeline, HMHS shall provide to OFCCP a list of all Class Members who timely submitted a completed Release along with electronic copies of all Releases returned to HMHS. By the date indicated in the Timeline, OFCCP shall approve the list of Class Members who have timely responded to the first or second Notice, or work with HMHS to revise the list so that it can be approved by OFCCP. The approved list of Class Members will constitute the "Final Class Member List." If a Class Member is not located and/or does not return a completed Release by the deadline indicated on the Notice, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

HMHS shall have no further liability for back pay, interest, or any other relief available under this Agreement to any Class Member who cannot be located within the timeframes enumerated above or who does not submit a completed Release pursuant to the terms outlined above.

2. **Eligibility.** All class members (listed on Attachment A) who sign and return the Release form to HMHS by the deadline set forth above ("Eligible Class Members") will be eligible for a payment. If a Class Member receives but does not return the Release Form to HMHS by the prescribed deadline, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

By the date indicated in the Timeline, HMHS will provide OFCCP with a list of the Eligible Class Members. OFCCP will approve the final list of Eligible Class Members and include a final distribution amount for each Eligible Class Member and/or discuss with HMHS any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

3. **Monetary Settlement:** HMHS agrees to distribute \$362,840.68 in back pay and \$47,159.32 in interest, plus adjustments required by law on the portion representing back pay only (such as federal, state and/or local taxes and the employer's and class members' share of FICA and FUTA taxes) to the members on the final Eligible Class Members list. HMHS shall mail to each class member an 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 class member either at the time of payment, electronically or with the settlement checks, or at the end of the year. No

Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

HMHS will take the following actions to distribute the payments:

- i. Pay each Eligible Class Member currently employed by HMHS in the manner in which the Eligible Class Member is normally paid her regular salary (e.g., direct deposit, check), subject to all lawful deductions as set forth above; and
- ii. Mail a check to all other Eligible Class Members subject to all lawful contributions and deductions as set forth above.

By the date indicated in the Timeline, HMHS will notify OFCCP of the receipt of a check to an Eligible Class Member that was returned as undeliverable. HMHS will notify OFCCP of this fact via email sent to Compliance Officer (b) (6), (b) (7)(E) at (b) (7)(C), (b) (6)@dol.gov pursuant to the date specified in the Timeline. OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, OFCCP will advise HMHS of the address and HMHS will re-mail the check to an alternate or corrected address. Any check that remains uncashed 180 calendar days after the date indicated on the check will be void.

With respect to any uncashed funds, HMHS will make a second distribution, in equal shares, to all Eligible Class Members who cashed their first check if the second distribution to each Eligible Class Member would be at least \$20.00. If the second distribution to each Eligible Class Member would not result in a payment of at least \$20.00 then HMHS will spend the uncashed funds on EEO training for HMHS personnel. HMHS will mail the second distribution to such Eligible Class Members by the date specified in the Timeline.

HMHS shall 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.

## **V. Additional Individual Relief**

1. **Pay Adjustments.** No later than February 15, 2022, HMHS will conduct a regression analysis of compensation using the methodology described in Attachment D using snapshot data as of December 31, 2021. HMHS will make annual pay adjustments using the adjustment process described in Attachment D. No later than February 15, 2023, HMHS will conduct a similar analysis using snapshot data as of December 31, 2022.

## **VI. Modifications to Employment Practices and Other Non-Monetary Relief**

1. **Company Policy and Procedure.** HMHS will review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all of its

Consultant and Associate Consultant employees. Such mechanisms shall include the identification of an individual responsible for monitoring the base salaries of Consultant and Associate Consultant employees. HMHS will monitor base salary as well as the administration of non-base compensation for any indication of disparities based on race and/or gender and will investigate and take appropriate corrective action as necessary.

2. **Training.** Within 90 calendar days of the Effective Date of this Agreement, HMHS will conduct training for all personnel involved in determining the base salaries of Consultant and Associate Consultant employees on HMHS's commitment to equal employment opportunity and on the policies and practices related to compensation.

## **VII. Technical Violations and Remedies**

1. **VIOLATION:** During the period January 1, 2017, through December 31, 2017, HMHS failed to perform in-depth analyses of its personnel activity adequately, in violation of 41 C.F.R. § 60-2.17(b). Specifically, HMHS failed to evaluate its compensation system to determine whether there were gender-, race-, or ethnicity-based disparities in the Associate Consultant and Consultant positions.

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

2. **VIOLATION:** During the period January 1, 2017, through December 31, 2017, HMHS 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 C.F.R. § 60-2.17(d). Specifically, HMHS failed to monitor its Associate Consultant and Consultant employees' compensation to ensure that the non-discriminatory policy is carried out.

**REMEDY:** HMHS will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 C.F.R. § 60-2.17(d). Specifically, HMHS will:

- a. Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the non-discriminatory policy is carried out;
- b. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c. Review report results with all levels of management; and
- d. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

## **VIII. OFCCP Monitoring Period**

1. **Recordkeeping.** HMHS agrees to retain all records relevant to the violations cited in Sections III and VII 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. HMHS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

## 2. HMHS Reports.

- a. **Schedule and Instructions.** HMHS agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

HMHS must submit two annual progress reports while this Agreement is in effect. The first progress report will be due April 1, 2022 and utilize salary data from 2021. The second progress report will be due April 1, 2023 and utilize salary data from 2022.

HMHS will submit reports to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Attention: Tracie Brown, District Director  
1000 Liberty Avenue, Room 2103  
Pittsburgh, PA 15222  
[\[REDACTED\]@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov)

HMHS 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 HMHS provides in accordance with this agreement are customarily kept private or closely-held, and HMHS believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, HMHS 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.

- b. **Reports on Pay Adjustments.** In each Progress Report, HMHS will report on all pay adjustments made to date pursuant to the Agreement as well as the date of the adjustment. The reports must include:
- i. A description of the pay analysis conducted by HMHS;
  - ii. The number of employees that were part of the pay analysis conducted pursuant to this Agreement;
  - iii. A summary of findings regarding HMHS’s current policies, procedures, and practices related to compensation, and the results of the compensation analyses completed using the stipulated model;
  - iv. A report of all pay adjustments made pursuant to the Agreement, including a summary of who received pay increases, how much each salary was increased (in percentage terms, and how that figure was determined; and

- v. Any additional recommended actions or revisions to the compensation policies, procedures, and practices to ensure nondiscrimination in compensation.

For verification and replication purposes, HMHS must submit limited compensation data to OFCCP. HMHS will submit to OFCCP individualized compensation data with its second report so that OFCCP can replicate the analyses used in the statistical model.

- c. **Reports on Modifications to Personnel Practices.** In each Progress Report HMHS 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. Documentation of its in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 C.F.R. § 60-2.17(b);
  - ii. Documentation of its internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 C.F.R. § 60-2.17(d); and
  - iii. Summary and documentation of training conducted (or planned) for all individuals involved in compensation practices, including documentation that the training was held, who participated, and a summary of the content.

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



## IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and HM Health Solutions, Inc., 120 Fifth Avenue Place, Pittsburgh, Pennsylvania.

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

Michael Malec  
President  
HM Health Solutions, Inc.  
Pittsburgh, Pennsylvania

DATE: 9/15/2021

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

Michele Hodge  
Regional Director  
OFCCP, Mid-Atlantic Region

DATE: 9/27/2021

### Attachments

- A. List of Class Members
- B. Timeline
- C. Notice Documents
  - C-1 Notice
  - C-2 Information Verification Form
  - C-3 Release of Claims Form
- D. Methodology

**Attachment A: List of Class Members**

**White Affected Employees**

<b>Number</b>	<b>Employee ID</b>	<b>Back Pay</b>	<b>Interest</b>	<b>Total (BP+I)</b>
1	(b) (6), (b) (7)(C)	\$4,937.89	\$637.08	\$5,574.97
2		\$3,971.99	\$564.25	\$4,536.24
3		\$6,725.93	\$867.77	\$7,593.70
4		\$6,582.16	\$849.22	\$7,431.38
5		\$6,560.89	\$846.47	\$7,407.36
6		\$5,496.01	\$709.08	\$6,205.09
7		\$4,793.68	\$618.47	\$5,412.15
8		\$3,970.02	\$512.20	\$4,482.22
9		\$1,285.11	\$191.04	\$1,476.15
10		\$5,287.10	\$682.13	\$5,969.23
11		\$6,169.34	\$795.96	\$6,965.30
12		\$7,864.71	\$1,014.69	\$8,879.40
13		\$5,497.09	\$744.92	\$6,242.01
14		\$6,722.14	\$867.28	\$7,589.42
15		\$6,557.96	\$846.10	\$7,404.06
16		\$5,436.23	\$701.37	\$6,137.60
17		\$6,403.09	\$826.12	\$7,229.21
18		\$1,485.97	\$220.89	\$1,706.86
19		\$8,303.82	\$1,071.34	\$9,375.16
20		\$5,394.87	\$696.04	\$6,090.91
21		\$6,109.24	\$788.20	\$6,897.44
22		\$5,830.31	\$752.22	\$6,582.53
23		\$5,619.71	\$725.04	\$6,344.75
24		\$6,160.33	\$794.79	\$6,955.12
25		\$6,568.62	\$847.47	\$7,416.09
26		\$5,694.04	\$734.64	\$6,428.68
27		\$4,934.84	\$636.68	\$5,571.52
28		\$2,117.87	\$300.86	\$2,418.73
29		\$4,501.86	\$580.82	\$5,082.68
30		\$5,563.56	\$717.80	\$6,281.36
31		\$5,836.40	\$753.00	\$6,589.40
32		\$1,519.90	\$225.93	\$1,745.83
33		\$7,121.12	\$918.75	\$8,039.87
34		\$5,565.93	\$718.11	\$6,284.04
35		\$5,294.67	\$683.11	\$5,977.78
36		\$1,542.14	\$229.24	\$1,771.38
37		\$5,674.28	\$732.08	\$6,406.36

Number	Employee ID	Back Pay	Interest	Total (BP+I)
38	(b) (6), (b) (7)(C)	\$7,331.09	\$945.84	\$8,276.93
39		\$4,089.12	\$527.57	\$4,616.69
40		\$5,646.60	\$728.51	\$6,375.11
41		\$4,745.04	\$612.20	\$5,357.24
42		\$7,908.40	\$1,020.33	\$8,928.73
43		\$6,722.14	\$867.28	\$7,589.42
44		\$5,500.29	\$709.64	\$6,209.93
45		\$4,033.28	\$520.37	\$4,553.65
46		\$1,186.26	\$176.34	\$1,362.60
47		\$5,140.46	\$663.21	\$5,803.67
48		\$5,931.30	\$765.24	\$6,696.54
49		\$6,326.72	\$816.26	\$7,142.98
50		\$6,010.38	\$775.45	\$6,785.83
51		\$7,592.06	\$979.51	\$8,571.57

#### Black Affected Employees

Number	Employee ID	Back Pay	Interest	Total (BP+I)
1	(b) (6), (b) (7)(C)	\$4,200.32	\$541.92	\$4,742.24
2		\$5,524.88	\$712.81	\$6,237.69
3		\$6,895.11	\$889.59	\$7,784.70
4		\$5,687.36	\$733.77	\$6,421.13
5		\$6,370.60	\$821.92	\$7,192.52
6		\$6,401.85	\$825.95	\$7,227.80
7		\$5,776.22	\$745.24	\$6,521.46
8		\$6,768.42	\$873.25	\$7,641.67
9		\$6,322.82	\$815.76	\$7,138.58
10		\$6,255.40	\$807.06	\$7,062.46
11		\$6,285.62	\$810.96	\$7,096.58
12		\$1,588.45	\$236.13	\$1,824.58

#### Two or More Races Affected Employees

Number	Employee ID	Back Pay	Interest	Total (BP+I)
1	(b) (6), (b) (7)(C)	\$3,793.39	\$514.05	\$4,307.44
2		\$5,201.51	\$671.09	\$5,872.60
3		\$5,786.05	\$784.08	\$6,570.13
4		\$6,718.72	\$866.83	\$7,585.55

**Attachment B: Timeline**

<b>ACTIVITY</b>	<b>DATE</b>
HMHS E-Mails Notice Documents to Affected Employees Currently Employed by HMHS	10/15/2021
HMHS Mails Notice Documents to Affected Employees Not Employed by HMHS (First Mailing)	10/31/2021
Deadline for Class Members Employed by HMHS to Return Release Forms	11/30/21
Deadline for Class Members Not Employed by HMHS to Return Information Verification and Release Forms	12/15/2021
HMHS Makes Payments to Class Members Employed by HMHS	12/30/2021
HMHS Notifies OFCCP of Undeliverable/Nonresponsive Mailings	12/30/2021
OFCCP Provides Any Updated Contact Information to HMHS for those with Undeliverable and Nonresponsive Mailings	1/15/2022
HMHS Mails Notice Documents (Second Mailing)	1/31/2022
Deadline for Class Members to Return Second Notice Forms	3/15/2022
HMHS Provides List of its Determination of Eligible Individuals	3/31/2022
OFCCP Reviews and Approves Final List and Distribution Amounts	4/15/2022

<b>ACTIVITY</b>	<b>DATE</b>
HMHS Mails Back Pay Checks for Class Members Not Employed by HMHS	5/31/2022
HMHS Notifies OFCCP of Any Checks or Payments Returned as Undeliverable	6/30/2022
OFCCP Provides Updated Addresses	7/15/2022
HMHS Mails Back Pay Checks to New Addresses	8/31/2022
Distribution of Remaining Funds (if Any) to Eligible Individuals	12/15/2022
HMHS submits two annual reports	April 1, 2022 and April 1, 2023

**ATTACHMENT C-1**

**NOTICE TO AFFECTED CLASS**

Dear [NAME]:

HM Health Solutions, Inc. (“HMHS”) and the Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy alleged violations of Executive Order 11246 (“E.O. 11246”) that OFCCP found during a compliance review of HMHS’s Pittsburgh, PA facility. OFCCP’s analysis of HMHS data showed statistical disparities in pay as of January 1, 2018 that disfavored White, Black, and Two or More Race Consultants and Associate Consultants relative to Asian Consultants and Associate Consultants at the same location. HMHS denies any violation of E.O. 11246, and there has not been any adjudicated finding that HMHS violated any laws. OFCCP and HMHS entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as a Consultant or Associate Consultant during the relevant time period. Under the Agreement, you may be eligible to receive a payment of at least \$1,362.60 (less deductions required by law). Under the terms of the Agreement, it may take several months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Release of Claims Forms. These forms should be mailed as soon as possible to the address below. In order for you to be eligible to participate in the settlement, your documents *must* be received by [DATE TBD]:

*(NAME) (POSITION) (CONTRACTOR) (ADDRESS)*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Release of Claims Forms.

If you have any questions you may call [NAME] at [CONTRACTOR] at [PHONE NUMBER], or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (412) 395-[REDACTED]. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO HM HEALTH SOLUTIONS BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,  
*(NAME)*

Enclosures  
Information Verification Form  
Release of Claims Form

ATTACHMENT C-2

INFORMATION VERIFICATION FORM

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Email: \_\_\_\_\_

Notify HM Health Solutions at the address below if your address or phone number changes within the next twelve (12) months.

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

For purposes of this settlement, it is necessary to verify your race/ethnicity:

- White
- Black/African American
- Hispanic
- Asian
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaska Native
- Two or More Races

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

**(NAME)**  
**(ADDRESS)**

I, (print name) \_\_\_\_\_, certify the above is true and correct.

Signature

Date



**ATTACHMENT C-3**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. The document states that in return for HM Health Solutions, Inc. (“HMHS”) paying you money, you agree that you will not file any lawsuit against HMHS for allegedly violating Executive Order 11246, as amended, in its compensation on the basis of race in Consultant and Associate Consultant positions. It also says that HMHS does not admit it violated any laws. 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 the payment of at least \$1,362.60 (less deductions required by law) by HMHS to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:  
print name

**I.**

I hereby waive, release and forever discharge HM Health Solutions, Inc., its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable 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 compensation as a Consultant or Associate Consultant on the basis of my race at any time prior to the date of my signature on this Release.

**II.**

I understand that HMHS denies that it treated me unlawfully or unfairly in any way and that HMHS entered into a 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 compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on [INSERT DATE]. I further agree that the payment of the aforesaid sum by HMHS to me is not to be construed as an admission of any liability by HMHS.

**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 free will to sign this Release.

**IV.**

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

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature

(b) (7) (E)