

CONCILIATION AGREEMENT

Between

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

and

SPARKS REGIONAL MEDICAL CENTER¹

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") began a compliance review of Sparks Regional Medical Center's ("Sparks") facility located at 1001 Towson Ave, Fort Smith, AR 72901 in February 2010 covering the period of February 4, 2007 through February 4, 2009. OFCCP found that for the period of February 4, 2007 through February 4, 2009, Sparks was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified Sparks of the specific violations found and the corrective actions required in a Notice of Violations issued on May 2, 2013. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Sparks enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Sparks' fulfillment of all obligations in Parts III and IV 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 III if Sparks violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Sparks 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. Sparks will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

¹ Sparks Regional Medical Center was owned by Seller, Sparks Regional Medical Center, an Arkansas non-profit corporation (hereinafter referred to as "The Foundation") during the period of the alleged non-compliance, February 2007 to February 2009. In December of 2009, Sparks Regional Medical Center was sold to Buyer, Fort Smith HMA LLC. The Foundation has agreed to indemnify Fort Smith HMA for the back pay and interest, as well as the employer's share of social security withholdings and the postage expenses associated with distributing the class members' checks. This Conciliation Agreement does not waive any recourse that the current owner, HMA LLC d/b/a Sparks Regional Medical Center, may have against Seller, The Foundation and/or the entities to which the Seller transferred the sale proceeds.

3. Sparks understands that nothing in this Agreement relieves Sparks of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. Sparks promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, and signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Sparks submits the final progress report required in Part IV (D), below, unless OFCCP notifies Sparks in writing prior to the expiration date that Sparks has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Sparks has met all of its obligations under the Agreement.
10. If Sparks violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Sparks violated any term of the Agreement while it was in effect, OFCCP will send Sparks a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Sparks will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Sparks 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.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof

of any underlying violations resolved by this Agreement.

B. Sparks 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.

11. This Agreement does not constitute an admission by Sparks of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Sparks violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP alleges that Sparks' hiring process was not in compliance with the requirements of 41 CFR 60-1.4 (a)(1). OFCCP's analysis of Sparks' hiring process and selection procedures revealed adverse impact against female applicants for the position of Transporter during the period of February 4, 2007 through February 4, 2009. OFCCP found female applicants were much less likely to be hired than similarly-situated male applicants.

OFCCP's analysis of the refined applicant and hiring data for the February 4, 2007 through February 4, 2009 period showed statistically significant disparity that negatively affected female applicants for the Transporter position. OFCCP analyzed the data and found of the 7e female Transporter applicants, 7e were hired; of 7e male applicants, 7e were hired. In consideration of the requisitions used in Sparks' hiring process, for the period of October 14, 2008 through February 4, 2009, OFCCP conducted an analysis to account for the use of requisitions. The analysis showed a disparity in hiring which was statistically significant at 7e standard deviations yielding a shortfall of 13 females. OFCCP found that 79 female applicants were impacted.

REMEDY: Sparks agrees to immediately cease practices and/or policies negatively affecting female applicants and to take the following corrective actions:

- (a) **Revision of the Hiring Process, Implementation and Training:** Within 30 calendar days of the effective date of this Agreement, Sparks will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for Transporter positions (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:
- Procedures to recruit applicants for Transporter positions, including mandatory posting, outreach efforts, and the use of the Internet as a recruitment procedure, if Sparks currently uses or prospectively intends to use the Internet to recruit Transporter applicants.
 - The qualifications and criteria to be used to place applicants into the Transporter applicant pool.
 - The qualifications and criteria to be used to eliminate and/or select applicants at each

step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.

- Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process.
- Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

Thereafter, within 90 calendar days of the effective date of this Agreement, Sparks will fully implement the Revised Hiring Process and will train all individuals involved in recruiting, selecting or tracking applicants for Transporter positions on the Revised Hiring Process. The training will include instruction in the proper implementation of the recruitment, tracking and selection procedures, the neutral application of the specified qualifications and criteria that will be used at each step in the hiring process, the procedures to be used to document the decisions made at each step in the hiring process, and the procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

- (b) **Notification:** Within 30 calendar days of the effective date of this Agreement, Sparks shall notify the female applicants shown on Attachment 1 ("Class Members") of the terms of this Agreement by mailing by first class mail to each Class Member the Notice to Class Members (Attachment 2, "Notice"), the Information Verification & Employment Interest Form (Attachment 3, "Interest Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release"), and a postage paid return envelope. Sparks will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 75 calendar days of the effective date, Sparks will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not returned a fully executed Interest Form and Release. OFCCP will then initiate efforts to locate those Class Members and provide the updated contact information to Sparks.

Sparks agrees to mail by first class mail a second Notice, Interest Form, Release, and postage paid return envelope to Class Members OFCCP locates within five days of receipt of new contact information.

- (c) **Eligibility:** All Class Members who sign and return the Release and Interest Form to either Sparks or OFCCP within 120 calendar days of the effective date of this Agreement ("Eligible Class Members") will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If a Class Member has not returned the Release and Interest Form to Sparks or OFCCP within 120 calendar days of the effective date of this Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 125 calendar days of the effective date of this Agreement, Sparks will provide OFCCP with a list of all Class Members who returned the Interest Form and Release within 120 calendar days of the effective date, along with a copy of each executed Release and Interest Form it received. OFCCP will provide Sparks with all original

executed Release and Interest Forms it receives. Within 135 calendar days from the effective date, OFCCP will review and approve the final list of Eligible Class Members or discuss with Sparks any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (e) below will be divided equally among all Eligible Class Members on the final approved list.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Sparks.

- (d) **Employment:** As Transporter positions become available, Sparks will consider for employment qualified Eligible Class Members who express an interest in employment with Sparks, until thirteen Eligible Class Members have successfully completed the selection process and are hired, or until the list of such Eligible Class Members who express an interest in employment is exhausted, whichever occurs first. Eligible Class Members shall be considered in the order that Sparks receives their Interest Forms expressing an interest in employment. Sparks shall initiate its hiring of Eligible Class Members after 45 days of the effective date of this Agreement and will endeavor to complete its hiring obligations under this section within 12 months of the effective date of this Agreement.

Eligible Class Members will be allowed two weeks to report for work after receiving a written job offer from Sparks. The Eligible Class Members hired into Transporter positions pursuant to this Agreement shall be paid the current wage rate for the Transporter position and shall be provided with the same benefits, opportunity to earn overtime and shift differentials as other Transporter employees. In addition, all Eligible Class Members hired shall receive retroactive seniority to the date of their original application for all purposes, including job retention, job bidding and benefits to the extent that plan documents allow for retroactive seniority.

- (e) **Monetary Settlement:** Sparks agrees to distribute \$68,710.00 (\$55,982.86 in back pay and \$12,727.14 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all eligible class members on the final approved list. Sparks will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Sparks will disburse the monetary settlement within 150 calendar days after OFCCP approves the final list of Eligible Class Members.

Within five calendar days of Sparks' receipt of a check to an Eligible Class Member returned as undeliverable, Sparks will notify OFCCP of this fact via e-mail sent to [7e\[REDACTED\]@dol.gov](mailto:7e[REDACTED]@dol.gov). OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, Sparks will re-mail the check within five calendar days of receiving an alternate or corrected address. Any check that remains un-cashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any un-cashed funds, Sparks

will make a second distribution to all Eligible Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment of \$30.00 or more to each of the located Eligible Class Members. If the total amount of un-cashed funds would result in a payment of less than \$30.00 to each located Eligible Class Member, Sparks shall use those un-cashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide in the Revised Hiring Process described in paragraph (a) above.

2. **VIOLATION:** Sparks failed to maintain and have available for inspection personnel and employment records in accordance with the requirements of 41 CFR 60-1.12 and CFR Part 60-3. Specifically, during the February 4, 2007 through February 4, 2009 period, Sparks failed to preserve and make available to OFCCP complete and accurate employment records, including applications or other documentation of all applicants who expressed interest in working for the company.

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

3. **VIOLATION:** Sparks failed to establish job groups using job titles with similar content, wage rates, and opportunities, in accordance with the requirements of 41 CFR 60-2.12(b). Sparks did not combine jobs with similar wages, requirements and opportunities in forming its job groups. Sparks placed job titles into the specific EEO job category established by job classifications as directed by the EEO Job Classification Guide and 41 CFR 60-2.12 (b) which applies to contractor with 150 or less employees. However, Sparks is a large company; thus, can more accurately divide and group job titles to develop a more precise availability, incumbency and job group analysis to better reflect the contractor's workforce. For example, Registered Nurse is a specialized skill based on job duties, wage rates, and licensing; therefore, should be in its own job group or situated with other specialized jobs with similar licensing and wages.

REMEDY: Sparks agrees to revise and properly combine similar job titles in forming its job groups in accordance with the requirements of 41 CFR 60-2.12 (b). Sparks placed Registered Nurses in the job group with Clinical Coordinators and Administrators in the Affirmative Action Plan submitted for the compliance review.

PART IV. REPORTING:

Sparks will submit various reports to OFCCP, and shall send each report described below to:

Rachel M. Woods
District Director
U.S. DOL/OFCCP
600 South Maestri Place, Room 805
New Orleans, LA 70130

1. Pursuant to paragraph (a) of Remedy 1, within 60 calendar days of the effective date of this Agreement Sparks will submit to OFCCP a copy of the written Revised Hiring Process.
2. Pursuant to paragraph (a) of Remedy 1, with the first progress report below, which is approximately seven months from the effective date of this Agreement, Sparks will provide OFCCP with documentation that all managers, supervisors and other personnel involved in the Revised Hiring Process for the Transporter position have been trained in the recruitment and selection procedures to be used in the Revised Hiring Process. The documentation shall include the dates of the training, the names and job titles of all attendees, and the name and job title of each person who conducted the training.
3. Sparks will also provide OFCCP with all documents and information referenced in paragraphs (b) and (d) of Remedy 1 within the prescribed timeframes. Such documents and information include, but are not necessarily limited to, letters returned as undeliverable, a list of Class Members who have not responded to or returned a fully executed Interest Form and Release within 75 calendar days of the effective date of the Agreement, and a list of Class Members who have returned a signed Interest Form and Release within 120 calendar days of the effective date.

In addition to the above reports, Sparks will submit three semi-annual progress reports. The first semi-annual progress report shall be due seven months from the effective date of this Agreement and shall cover the six-month period beginning with the effective date. Each subsequent report shall cover the successive six-month period, and shall be submitted 30 calendar days after the close of that six-month period.

Pursuant to Violation 1, Sparks will submit the following in each progress report:

1. Documentation of monetary payments to all Eligible Class Members as specified in paragraphs (d) of Remedy 1. The documentation shall include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the number and the amount of the check. Sparks agrees to provide OFCCP with copies of all canceled checks upon request.
2. Documentation of specific hiring activity for Eligible Class Members who were hired into Transporter positions in accordance with this Agreement, including name, date of

hire, job title hired into, rate of pay and proof of retroactive seniority and benefits.

3. For those Eligible Class Members who were considered for employment but were not hired, Sparks will provide the reason for non-hire along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer).

Sparks will continue submitting the information above in progress reports until OFCCP determines that the back pay and hires have been fully implemented or until the hiring obligation has expired. If complete documentation is provided in one progress report, it need not be resubmitted in a subsequent progress report.

Pursuant to Violation 2, Sparks will submit the following in each progress report:

1. The total number of applicants and hires by applicable race, gender and ethnic group for Transporter positions during the reporting period;
2. For Transporter positions, the results of Sparks' analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups set forth in 41 CFR 60-3.4 B;*
3. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of Sparks' evaluation of the individual components of the selection process for adverse impact;
4. The actions taken by Sparks upon determining that any component of the selection process for Transporters has an adverse impact on members of groups set forth in subparagraph 1 and/or 2, above.

*For purposes of the adverse impact analysis, Sparks must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis.

With respect to the adverse impact analyses, for all progress reports except the first, Sparks shall combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists.

Sparks will retain records pertinent to the violations resolved by this Conciliation Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of the Conciliation Agreement or consistent with regulatory requirements, whichever is later.

Sparks agrees not to repeat the above violations.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Sparks.

6 & 7c

Dan McKay
Chief Executive Officer
Sparks Regional Medical Center
Fort Smith HMA LLC

Date: 5/22/15

(b) (7)(C)

Compliance Officer
New Orleans District Office
OFCCP

Date: 6/02/2015

6 & 7c

Rachel M. Woods
District Director
New Orleans District Office
OFCCP

Date: 5/29/2015

6 & 7c

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region
OFCCP

Date: 6-3-2015

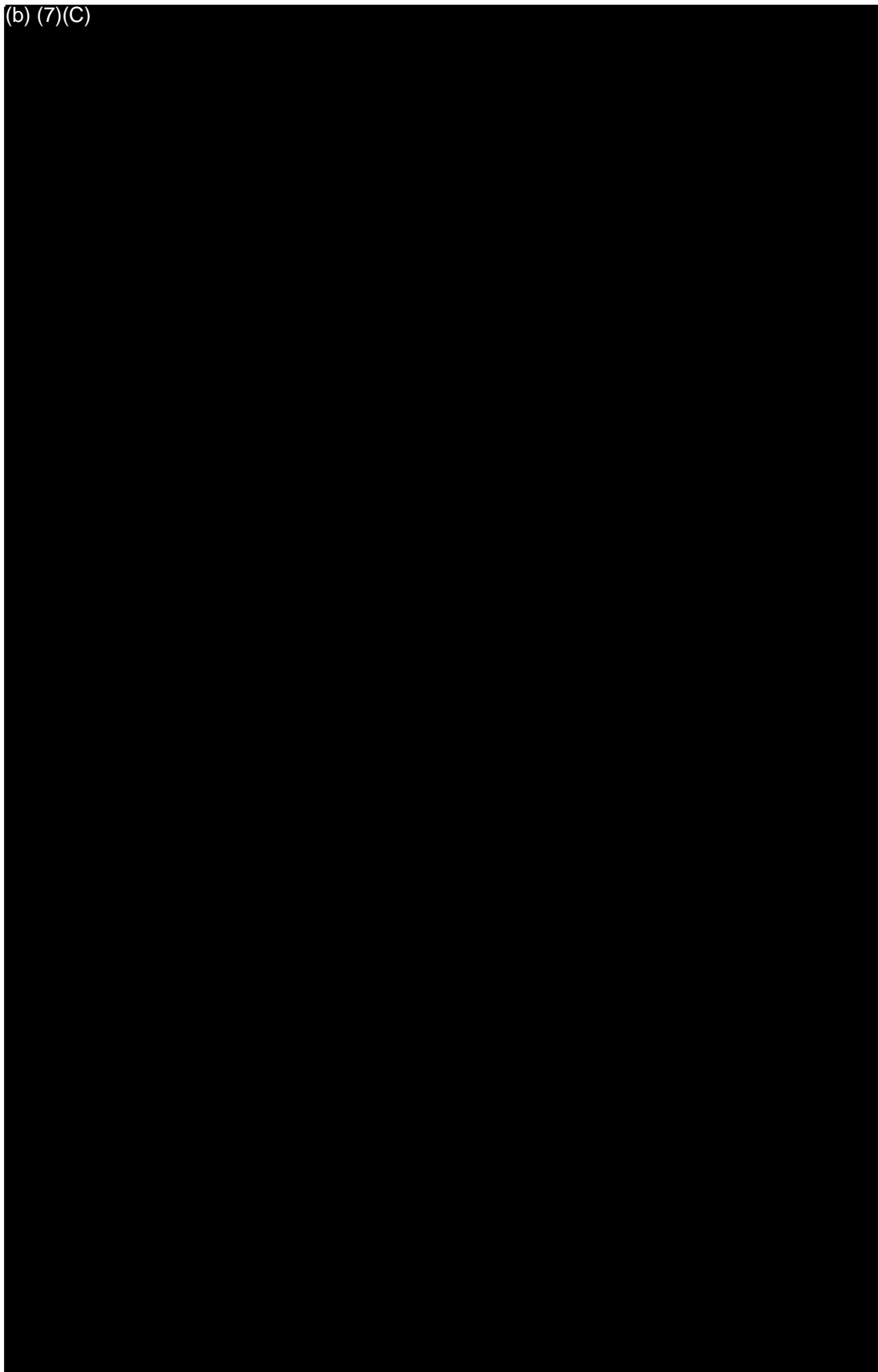
**ATTACHMENT 1
Affected Class List**

Class Number	Last Name	First Name	Race	OFCCP	Date Applied
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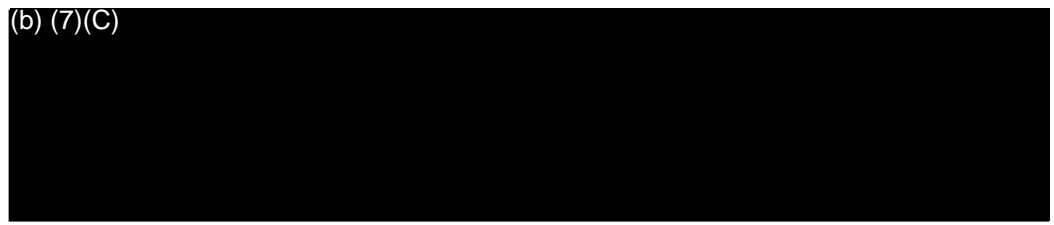
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(b) (7)(C)



ATTACHMENT 2

(NOTICE TO CLASS MEMBERS)

Dear Potential Class Member:

Sparks Regional Medical Center ("Sparks") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to settle alleged disparities in selecting applicants for the Transporter position at 1001 Towson Ave Fort Smith, Arkansas 72901, during the period of February 4, 2007 through February 4, 2009, and to resolve the matter without further legal proceedings. Sparks has denied any wrongdoing. You have been identified as one of the individuals who was interested in applying for a Transporter position during that time period but was not hired. To benefit under the Agreement, you may be required to provide proof of identity.

As part of this Agreement, you may be eligible to receive a payment of at least \$869.74 less lawful payroll deductions. Under the terms of this Agreement it may take up to six months from the date of this letter before you receive a payment. In order to be eligible for a payment, you must complete, sign and return the following two documents to the address below: (1) Information Verification & Employment Interest Form and (2) Release of Claims Under Executive Order 11246. These two documents should be returned as soon as possible, but they must be returned to the following address no later than **October 1, 2015** for you to be entitled to participate in this settlement:

Administrator
Sparks Regional Medical Center
1001 Towson Ave
Fort Smith, Arkansas 72901

Enclosed please find a postage paid return envelope that you can use to return the completed and signed documents.

If you are still interested in employment with Sparks, please check the appropriate box on the enclosed Information Verification & Employment Interest Form. Those receiving this notice will be considered for Transporter positions as openings become available in the order that Sparks receives the Information Verification & Employment Interest Forms expressing an interest in employment. You must have the qualifications that are required for the position in order to be eligible to receive one of these positions. You may be required to report for work within two weeks of notification of the job offer.

By entering into this Agreement, Sparks has not admitted, nor has there been any finding by a court, that Sparks violated any laws when you were not considered or hired for the position for which you were interested. Sparks has entered into this Agreement to resolve alleged disparities in selecting applicants and to resolve the matter without further legal proceedings.

If you have any questions you may call Sparks Contact including phone number, or OFCCP Compliance Officer (b) (7)(C) at 6 & 7c Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO SPARKS ON OR BEFORE OCTOBER 1, 2015, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

(NAME)

Enclosures

Information Verification & Employment Interest Form
Release of Claims Under Executive Order 11246

ATTACHMENT 3

(VERIFICATION & EMPLOYMENT INTEREST FORM)

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Sparks Regional Medical Center ("Sparks") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Street Address: _____

City, State, Zip: _____

Phone Numbers: _____

Notify Sparks at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number is required for tax purposes: _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your race/ethnicity and gender. Please check where applicable:

Gender: Male Female

Please indicate below whether you are currently interested in employment in a Transporter position with Sparks. If you complete, sign, and return this Information Verification & Employment Interest Form and the enclosed Release of Claims under Executive Order 11246, you will be eligible to receive the monetary payment whether or not you are interested in employment at this time.

Yes, I am interested in employment with Sparks as a Transporter.

No, I am not interested in employment with Sparks as a Transporter.

YOU MUST RETURN THIS FORM AND THE EXECUTED RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246 NO LATER THAN OCTOBER 1, 2015 TO:

Sparks Administrator
Sparks Regional Medical Center
1001 Towson Ave
Fort Smith, Arkansas 72901

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

Signature _____

Date _____

ATTACHMENT 4

(RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246)

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Sparks Regional Medical Center ("Sparks") paying you money, you agree that you will not file any lawsuit against Sparks for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Transporter positions. It also says that Sparks 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 any 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 \$869.74 (less deductions required by law) by Sparks Regional Medical Center ("Sparks") to me, which I agree is acceptable, I,

_____, agree to the following:
(print name)

I.

I hereby waive, release and forever discharge Sparks, 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 non-selection for employment at any time through the effective date of this Release.

II.

I understand that Sparks denies that it treated me unlawfully or unfairly in any way and that Sparks 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 selecting applicants and to resolve the matter without further legal proceedings in the compliance evaluation initiated by OFCCP on February 4, 2009. I further agree that the payment of the aforesaid sum by Sparks to me is not to be construed as an admission of any liability by Sparks.

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. 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 Sparks no later than **October 1, 2015**; I will not be entitled to receive the payment described above from Sparks.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2015.

Signature