

Conciliation Agreement  
Between the  
U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
and  
NYU LUTHERAN MEDICAL CENTER  
150 55<sup>th</sup> Street  
Brooklyn, NY 11220  
OFCCP CASE NO. R00203759

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated NYU Lutheran Medical Center’s facility located at 150 55th Street, Brooklyn, New York 11220 (“LMC”), beginning on May 12, 2017. As a result of this investigation, OFCCP asserts that LMC was not in compliance with the Executive Order 11246, as amended, (“E.O. 11246”) and its implementing regulations at 41 C.F.R Chapter 60.

OFCCP notified LMC of the specific findings in a Pre-Determination Notice issued on June 12, 2019. In the interest of resolving the findings and in exchange for the good and valuable consideration described in this document, OFCCP and LMC enter this Conciliation Agreement (“Agreement”) and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for LMC’s fulfillment of all obligations in this Agreement, OFCCP agrees not to issue a Notice of Violations in the compliance evaluation of the 150 55<sup>th</sup> Street, Brooklyn, NY location and 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 LMC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. LMC 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. LMC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. LMC understands that nothing in this Agreement relieves LMC 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. LMC 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 Agreement 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 Northeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after LMC submits the final progress report required in Part IV below, unless OFCCP notifies LMC in writing prior to the expiration date that LMC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines LMC has met all of its obligations under the Agreement.
10. If OFCCP believes that LMC violated any term of the Agreement while it was in effect:
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) OFCCP will send LMC a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - 2) LMC will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If LMC 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.
  - B. LMC 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 or denial by LMC of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that LMC violated any laws.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

#### **1. HIRING DISCRIMINATION**

OFCCP found that LMC is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R § 60-1.4(a)(1). Specifically, OFCCP’s analysis of LMC’s hiring process and selection procedures revealed that during the review period of May 1, 2016 through December 31, 2016, LMC discriminated against 82 black applicants who applied for the Patient Service Associate position. During the review period, from a qualified pool of (b) (7)(E) white, (b) (7)(E) Asian, (b) (7)(E) Hispanic, (b) (7)(E) two or more races, and (b) (7)(E) black applicants, LMC hired (b) (7)(E) white, (b) (7)(E) Asians, (b) (7)(E) Hispanics, (b) (7)(E) two or more races, and (b) (7)(E) blacks for the Patient Service Associate position. The hiring rates above show statistically significantly lower rates of hiring for black applicants. The lower rate of black hires has a standard deviation (SD) of (b) (7)(E) and a shortfall of 2 black hires over the relevant period.

## 2. **HIRING DISCRIMINATION MONETARY REMEDY**

- A. **Notice:** Within sixty (60) days of the Effective Date of this Agreement, LMC must notify the 82 black applicants listed in Attachment A (“Class Members”) of the terms of this Agreement by mailing, via certified mail (return-receipt requested), to each individual: (1) Notice to Affected Class (Attachment B, “Notice”), (2) Information Verification & Employment Interest Form (Attachment C, “Interest Form”), (3) Release of Claims (Attachment D, “Release”), and (4) a postage paid return envelope. Within one hundred five (105) days of the Effective Date of this Agreement, LMC will provide OFCCP with a list of Class Members whose letters were returned as undeliverable and a list of Class Members who have not yet responded to the Notice and/or have not returned a signed Interest Form and/or Release. OFCCP will then attempt to obtain and provide updated addresses to LMC within fifteen (15) days of receiving the list of names from LMC. Within fifteen (15) days of receiving the updated addresses, LMC will mail, by certified mail (return-receipt requested), a second Notice, Interest Form, Release, and postage paid return envelope to all individuals for whom updated addresses were obtained.
- B. **Eligibility:** All Class Members who sign and postmarked the Interest Form and Release to LMC within thirty (30) days of the postmarked date on the envelope containing the first or second Notice and Interest Form (“Eligible Class Members”) will receive an equal share of the monetary settlement under this Agreement. If an individual has not postmarked a completed and signed Interest Form and Release to LMC within this time period, he/she will not be entitled to payment under this Agreement.

Within one hundred eighty (180) days of the Effective Date of this Agreement, LMC will provide OFCCP with a list of the Eligible Class Members who returned a completed and signed Interest Form and Release by the deadline. Within ten (10) days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with LMC any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with LMC. No Class Member will be required to complete a W-4 or W-9 in order to receive payments under this Agreement.

- C. **Monetary Settlement:** LMC agrees to distribute \$120,000, which is \$109,596.78 in back pay and \$10,403.22 in interest, adjusted for legal contributions and deductions required by law from back pay only (such as federal, state and/or local taxes and LMC’s and Eligible Class Members’ share of FICA taxes) in equal shares among all Eligible Class Members on the final approved list. LMC 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, if required by law, an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be

mailed in the time required by law. LMC will disburse the monetary settlement within thirty (30) days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) days of LMC's receipt of a check to an Eligible Class Member returned as undeliverable, LMC will notify OFCCP of this fact via e-mail sent to Compliance Officer (b) (6), (b) (7)(E). OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, LMC will re-mail the check within fifteen (15) days of receiving an alternate or corrected address. Any check that remains uncashed one hundred twenty (120) days after the date the check was mailed to the Eligible Class Member will be void.

With respect to any money remaining one hundred twenty (120) days after all the initial and subsequent mailings described above, LMC will deposit the monies with the New York State, Office of the State Comptroller, Office of Unclaimed Funds, or with the equivalent state agencies of the last known addresses for the Eligible Class Member, in accordance with any and all applicable laws and regulations. No portion of these funds shall revert back, directly or indirectly, to LMC or any affiliate.

- D. **Employment:** Thirty days after the list of Eligible Class Members has been finalized, as positions become available,<sup>1</sup> LMC will invite Eligible Class Members not currently employed by LMC who express an interest in employment with LMC to apply for a Patient Service Associate position. LMC will consider qualified Eligible Class Members until two (2) Eligible Class Members are hired as a Patient Service Associate or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Until that time, these Eligible Class Members will have priority over all other candidates for hire into available Patient Service Associate positions. LMC must complete its obligations under this section within the duration of this Agreement. If LMC is not able to hire two (2) Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment during the duration of this Agreement, OFCCP may extend the term of this Agreement for up to twelve (12) months or until LMC satisfies its requirement(s), whichever occurs first.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from LMC. The Eligible Class Members hired into Patient Service Associate positions pursuant to this Agreement must be paid the current hourly rate for the Patient Service Associate position and must be provided with the same benefits as other Patient Service Associate employees.

- E. **Contractor Expenses:** LMC agrees to pay all expenses associated with carrying out its duties pursuant to this Agreement from funds separate and apart from the amount designated in this Agreement for settlement.

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<sup>1</sup> Positions are not "available" until after LMC has satisfied any hiring obligations that it has pursuant to any collective bargaining agreement.

3. **HIRING DISCRIMINATION NON-MONETARY REMEDIES**

- A. LMC will ensure that all applicants are afforded equal employment opportunities.
- B. LMC agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. LMC will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4, on black applicants, unless it properly validates the procedure pursuant to these regulations.
- C. LMC will revise, as needed, the practices, policies and procedures it uses to select applicants for the Patient Service Associate position. Specifically, LMC will:
  - (i) Create a job description and selection process for the Patient Service Associate position that describes the essential functions; the minimum qualifications including required skills, language requirements, and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, review of criminal history, reference checks, language and typing testing, or other selection procedure;
  - (ii) Develop specific, job-related qualification standards for the Patient Service Associate position that reflect the duties, functions, and competencies of the position to minimize the potential for stereotyping or other unlawful discrimination;
  - (iii) Ensure all policies and qualification standards are uniformly applied to all applicants; and
  - (iv) List clearly on its recruiting materials and job postings the minimum qualifications, including required skills, language preferences, and certifications.
- D. LMC will implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process.
- E. Within one hundred eighty (180) days of the Effective Date of this Agreement, LMC must train all individuals involved in recruiting, selecting, or tracking applicants for the Patient Service Associate position at the facility located at 150 55<sup>th</sup> Street, Brooklyn, NY, on equal employment opportunity. The training will include, but not be limited to, (1) instruction in the proper implementation of the recruitment, tracking, and selection procedures; (2) neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; (3) procedures to be used to document the decisions made at each step in the hiring process; and (4) the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

#### 4. **TECHNICAL VIOLATIONS**

- A. **Violation:** During the period May 1, 2016, through December 31, 2016, LMC failed to keep and preserve all personnel and employment records, in violation of 41 CFR § 60-1.12(a) and 41 CFR § 60-3. Specifically, LMC failed to preserve all requisition records, job descriptions, screening notes, interview notes, and typing test results for the Patient Service Associate position.

**Remedy:** LMC will preserve all personnel and employment records for a period of not less than two years from the date of making of the records or personnel action involved, whichever occurs later, in accordance with the requirements of 41 CFR § 60-1.12(a). The documentation preserved must include screening notes, interview notes, the language and typing tests and results for the Patient Service Associate position.

- B. **Violation:** During the period May 1, 2016, through December 31, 2016, LMC failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, including evaluating personnel activity (applicant flow and hires) to determine whether there are selection disparities pursuant to 41 CFR § 60-2.17(b). Additionally, LMC failed to execute action-oriented programs to correct those identified impediments, as required by 41 CFR § 60-2.17(c).

**Remedy:** LMC will perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Further, where impediments are identified, LMC agrees to develop and execute action oriented programs designed to correct identified problems, in accordance with 41 CFR § 60-2.17(b) and (c).

- C. **Violation:** During the period May 1, 2016, through December 31, 2016, LMC failed to implement an auditing system that periodically measures the effectiveness of its total affirmative action program per 41 CFR § 60-2.17(d).

**Remedy:** LMC will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program to ensure equal employment opportunity, in accordance with 41 CFR 60-2.17(d).

- D. **Violation:** During the period May 1, 2016, through December 31, 2016, LMC failed to evaluate its selection process for disparate impact per 41 CFR § 60-3.4(C) and maintain records or other information showing which components have an adverse impact per 41 CFR § 60-3.15.

**Remedy:** LMC 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 for the Patient Service Associate position. If adverse impact is identified in the total selection process, LMC 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, LMC will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in an adverse impact.

#### **PART IV. REPORTS REQUIRED**

1. LMC must submit, via email or mail, the documents and reports described below to:

Konrad Batog  
Acting District Director, OFCCP  
New York District Office  
26 Federal Plaza, RM 36-116  
New York, NY 11278

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

2. Within ninety (90) days of the Effective Date of this Agreement, LMC must submit a copy or a description of any revised policies and procedures it uses to select applicants for the Patient Service Associate position, pursuant to Part III(3)(C) above. If LMC has not revised any policies and procedures it uses to select applicants for the Patient Service Associate position, it must state so clearly in its report.
3. Within two hundred ten (210) days of the Effective Date of this Agreement, LMC must submit documentation that all personnel involved in recruiting, selecting, or tracking of applicants for the Patient Service Associate position at the facility located at 150 55<sup>th</sup> Street, Brooklyn NY have been trained on the hiring process, pursuant to Part III(3)(E) above. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
4. LMC must submit one progress report. The report will be due on October 31, 2021, covering the AAP period September 1, 2020 through August 30, 2021. The report will include:
  - a. The total number of applicants and hires and the breakdown by race and ethnicity of applicants and hires for Patient Service Associates during the reporting period.
  - b. A certification that LMC has implemented procedures to ensure that personnel records are retained in accordance with 41 CFR § 60-1.12(a) and 41 CFR § 60-3.
  - c. A certification that LMC developed and implemented an auditing and reporting system to measure the effectiveness of its total Affirmative Action Program (AAP) in accordance with 41 CFR §60-2.17(d).

- d. A certification that LMC has made good faith efforts to develop and implement action oriented programs designed to remove identified barriers, expand employment opportunities and produce measurable results for blacks in the Patient Service Associate position in accordance with 41 CFR § 60-2.17(b) and (c).
  - e. For the Patient Service Associate position, the results of LMC's analysis as to whether its total selection process has an adverse impact, as defined in 41 C.F.R § 60-3.4, on black applicants. If the total selection process has an adverse impact on black applicants, LMC will provide documentation regarding the race and ethnicity of applicants at each stage of the selection process, such as initial screening, interview, assessments, and offer, and the results of its analysis into each individual component of the selection process for adverse impact. LMC will provide evaluation of the individual components of the selection process for adverse impact and/or the actions taken by LMC upon determining that any component of the selection process has an adverse impact on blacks.
5. LMC agrees to retain all records relevant to the violations cited in Part III above and the reports submitted or created in compliance with this Agreement. 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. LMC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
  6. LMC will submit all documents and information referenced in Parts III and IV of this Agreement within the prescribed timeframes.

#### **PART V. SIGNATURES**

The person signing this Conciliation Agreement on behalf of NYU Lutheran Medical Center personally warrants that he/she is fully authorized to do so, that NYU Lutheran Medical Center has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on NYU Lutheran Medical Center. This Conciliation Agreement is hereby executed by and between the OFCCP and NYU Lutheran

Medical Center.

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

Nancy Sanchez  
Senior Vice President and Vice Dean  
Human Resources and Organizational  
Development and Learning  
NYU Lutheran Medical Center

DATE: 12/10/2019

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

Konrad Batog  
Acting District Director  
New York District Office

DATE: 12/10/2019

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

Diana Sen  
Regional Director  
OFCCP, Northeast Region

DATE: 12/11/19

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

(b) (6), (b) (7)(E)  
Compliance Officer  
New York District Office

DATE: 12/10/2019

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

Murat Arslanoglu  
Acting Assistant District Director  
New York District Office

DATE: 12/10/2019

**ATTACHMENT A**  
**LIST OF CLASS MEMBERS**

	<b>Last Name</b>	<b>Date Applied</b>
1	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
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36	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
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75	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
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**ATTACHMENT B**

**NOTICE TO AFFECTED CLASS**

[LMC Letterhead]

[Date]

[Class Member Name]

[Street]

[City, State, Zip]

Dear [Class Member Name]:

We are writing to you with regard to your application for employment with NYU Lutheran Medical Center (“LMC”) at 150 55<sup>th</sup> Street Brooklyn, NY. Your application was submitted during the period of May 1, 2016 through December 31, 2016 for the Patient Service Associate position.

The Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) and LMC have entered into an Agreement in which LMC agreed to certain monetary payments for individuals who submitted a job application during the period of time in question to resolve alleged hiring disparities. You are eligible to receive a payment even if you are not currently interested in employment at LMC.

By entering into the Agreement, LMC has not admitted nor has there been any adjudicated finding that LMC violated any laws when you were not hired for the position for which you applied. OFCCP and LMC entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this Agreement, you are eligible to receive a distribution of at least \$1,463.41 less lawful payroll deductions. Under the terms of this Agreement, it may take up to nine months from the date of this letter before you receive your distribution. In order to be eligible for a payment, **you must complete, sign, and return the enclosed Information Verification & Employment Interest Form and Release of Claims**. You should complete and mail back the forms as soon as possible. The forms must be postmarked to the address below **no later than 30 days from the postmark date on this mailing** for you to be entitled to participate in this settlement:

Attn: Austin Bender  
Senior Director, Labor Relations  
Human Resources  
NYU Langone Health  
One Park Ave.  
New York, N.Y. 10016

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

In addition to the monetary distribution, LMC will be making job offers for Patient Service Associate positions in its 150 55<sup>th</sup> Street, Brooklyn, NY, office to a limited number of qualified individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in a Patient Service Associate position with LMC at 150 55<sup>th</sup> Street Brooklyn, NY, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those responding to this notice that they are interested in employment will be advised at a later date how to complete an application for employment. Expressing interest in employment is not a guarantee of employment at LMC. If hired, you will be subject to LMC's policies and performance standards.

If you have any questions, you may call OFCCP Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E). Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO LMC WITHIN 30 DAYS OF THE DATE THIS LETTER WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

[LMC Designee]

Enclosure: Information Verification and Employment Interest Form, Release of Claims

**ATTACHMENT C**

**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

**You must complete this form in its entirety in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (“Agreement”) between NYU Lutheran Medical (“LMC”) and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

Please provide your social security number: \_\_\_\_\_

*Your Social Security Number is required to process your payment for tax purposes. This information will not be used for any other purpose.*

Telephone:

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

Work: \_\_\_\_\_

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

Please indicate below whether you are currently interested in employment as a Patient Service Associate with LMC. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

**Yes**, I am still interested in employment with LMC as a Patient Service Associate at 150 55<sup>th</sup> Street, Brooklyn, NY.

**No**, I am not currently interested in employment with LMC as a Patient Service Associate at 150 55<sup>th</sup> Street, Brooklyn, NY.

**Please notify LMC at the address below if your address or phone number changes within the next 12 months.**

Austin Bender  
Senior Director, Labor Relations  
Human Resources  
NYU Langone Health  
One Park Ave.  
New York, N.Y. 10016

**IF YOU FAIL TO COMPLETE THIS FORM IN ITS ENTIRETY AND RETURN THE DOCUMENT TO THE ADDRESS ABOVE WITHIN 30 DAYS OF THE DATE THE LETTER CONTAINING THIS FORM WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

I certify the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

This Release of Claims under Executive Order 11246 ("Release of Claims") is a legal document. This document states that in return for NYU Lutheran Medical Center ("LMC") paying you back wages, you agree that you will not file any lawsuit against LMC for allegedly violating Executive Order 11246 in connection with its selection procedures of applicants for Patient Service Associate positions. It also says that LMC does not admit it violated any laws. This Release of Claims 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 \$1,463.41 (less deductions required by law) by LMC to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:  
print name

I.

I hereby waive, release and forever discharge LMC, 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 as a Patient Service Associate on the basis of my race at any time through the effective date of this Release.

II.

I understand that LMC denies that it treated me unlawfully or unfairly in any way and that LMC 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on May 12, 2017. I further agree that the payment of the aforesaid sum by LMC to me is not to be construed as an admission of any liability by LMC.

III.

I declare that I have read this Release of Claims 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 of Claims.

IV.

I understand that if I do not sign this Release of Claims and return it to LMC by the deadline listed on the Information Verification and Employment Interest Form, I will not be entitled to receive any payment from LMC.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Signature