

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

INTEGRIS MENTAL HEALTH

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Integris Mental Health's ("Integris") facility located at 2601 North Spencer Road, Spencer, Oklahoma and found that Integris 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 Integris of the specific violations found and the corrective actions required in a Notice of Violations issued on October 9, 2015. 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 Integris enter this conciliation agreement ("Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Integris's 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 Integris violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Integris 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. Integris will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Integris understands that nothing in this Agreement relieves Integris 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"), and/or 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. Integris agrees 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, 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 60 days after Integris submits the final progress report required in Part IV (D), below, unless OFCCP notifies Integris in writing prior to the expiration date that Integris has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Integris has met all of its obligations under the Agreement.
10. If Integris violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Integris violated any term of the Agreement while it was in effect, OFCCP will send Integris a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Integris 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 Integris 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. Integris may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, 41 C.F.R. § 60-250.66, 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

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

PART III: SPECIFIC PROVISIONS

For Violations 1 and 2 below, OFCCP relied on information provided by Integris to identify the applicants and hires to include in the Mental Health Worker applicant pool for purposes of its analysis.

(b) (7) (e)

Violation 1 addresses the hiring of occasional, part-time Mental Health Workers. Violation 2 addresses the hiring of full-time Mental Health Workers.

(b) (7) (E)

1. VIOLATION: OFCCP found that Integris is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Integris's hiring process and selection procedures revealed that Integris discriminated against female applicants for occasional, part-time Mental Health Worker positions during the period of December 21, 2010 through December 20, 2012 (hereinafter "review period"). OFCCP found female applicants were much less likely to be hired than similarly-situated male applicants.

OFCCP's analysis of the refined data for occasional, part-time Mental Health Workers yielded statistically significant disparities that negatively impacted female applicants during the review period. OFCCP's analysis of the occasional, part-time Mental Health Worker hiring process found that of (b) (7) (E) female applicants, (b) (7) (E) (or (b) (7) (E) %) were hired, whereas of (b) (7) (E) male applicants, (b) (7) (E) (or (b) (7) (E) %) were hired. This analysis yielded statistically significant disparities that negatively impacted female applicants at (b) (7) (E) standard deviations and a shortfall of 11.

OFCCP alleges that Integris engaged in a pattern or practice of discrimination against 439 female applicants who applied for occasional, part-time Mental Health Worker positions during the review period.

2. VIOLATION: OFCCP found that Integris is not in compliance with the nondiscrimination

requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a)(1). OFCCP's analysis of Integris's hiring process and selection procedures revealed that Integris discriminated against female applicants for full-time Mental Health Worker positions during the review period. OFCCP found female applicants were much less likely to be hired than similarly-situated male applicants.

OFCCP's analysis of the refined data for full-time Mental Health Workers yielded statistically significant disparities that negatively impacted female applicants during the review period. OFCCP's analysis of the full-time Mental Health Worker hiring process found that of [REDACTED] female applicants [REDACTED] (or [REDACTED]%) was hired, whereas of [REDACTED] male applicants, [REDACTED] (or [REDACTED]%) were hired. This analysis yielded statistically significant disparities that negatively impacted female applicants at [REDACTED] standard deviations and a shortfall of two.

OFCCP alleges that Integris engaged in a pattern or practice of discrimination against 53 female applicants who applied for full-time Mental Health Worker positions during the review period.

REMEDY for Violations 1 and 2: Integris agrees to immediately cease using the practices and/or policies negatively affecting female applicants in the hiring process and will 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, Integris will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for the Mental Health Worker positions (hereinafter the "Revised Hiring Process"). The Revised Hiring Process will contain the following:
 - i. Procedures to recruit applicants for Mental Health Worker positions, including mandatory posting, outreach efforts, and the use of the Internet as a recruitment procedure.
 - ii. The qualifications and criteria to be used by Integris to screen and/or hire applicants for the Mental Health Worker position.
 - iii. 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 procedures.
 - iv. Procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process, including selection decisions made by each recruiter and manager.
 - v. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

Within 60 calendar days of the Effective Date of this Agreement, Integris will fully implement the Revised Hiring Process and will train all individuals involved in recruiting, selecting or tracking applicants for Mental Health Worker positions on the Revised Hiring Process. The training will include instruction in the proper implementation of the recruitment, selection, and tracking procedures, the neutral application of the specified qualifications and criteria 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) Notice. Within 20 calendar days of the Effective Date of this Agreement, Integris will notify the Class Members listed on Attachment 1 of the terms of this Agreement by mailing to each Class Member, by first class mail, a Notice to Class Members (Attachment 2, "Notice"), Information Verification & Employment Interest Form (Attachment 3, "Claim Form"), the Release of Claims Under Executive Order 11246 (Attachment 4, "Release") and a postage paid return envelope. Integris will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 50 calendar days of the Effective Date, Integris will provide to OFCCP a list with names and addresses of the Class Members who have been notified and names and addresses of any Class Members who have not yet responded to the Notice and/or have not returned a fully-executed Claim Form and Release. OFCCP will initiate efforts to locate those Class Members and provide Integris with updated information or alternate addresses within 15 calendar days of receipt of the list.

Within 15 calendar days of receiving the updated information from OFCCP, Integris will send by first class mail a second Notice, Claim Form, and Release to all Class Members for whom updated addresses or information were obtained from OFCCP.

- (c) Eligibility. All Class Members who timely sign and return the Release and Claim Form to Integris within 125 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 an individual does not return the Claim Form to Integris within 125 calendar days of the Effective Date, he/she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 135 calendar days of the Effective Date of this Agreement, Integris will provide OFCCP with a list of all Class Members who timely returned the Claim Form and Release, along with a copy of each executed Release and Claim Form it received. OFCCP will also provide Integris with copies of the Claim and Release forms that OFCCP receives.

Within 15 calendar days after receiving the list from Integris, OFCCP will review and approve the final list of Eligible Class Members or discuss with Integris any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members.

The monetary payment discussed in paragraph (d) below will be divided equally among all Eligible Class Members on the final approved list. All Eligible Class Members will be entitled to their share of the monetary settlement regardless of whether they are interested in employment with Integris.

MS (d) Monetary Settlement: Within ten calendar days of the effective date of this Agreement, Integris agrees to set aside \$232,690.50 (\$212,978.57 in back pay and \$19,711.93 in interest¹). The monetary settlement is a negotiated amount that represents estimated back pay and takes into account tenure and interim earnings. Integris agrees to distribute \$180,124.88 (back pay of \$165,382.07 and interest of \$14,742.81 for occasional, part-time mental health workers) and \$52,565.62 (back pay of \$47,596.50 and interest of \$4,969.12 for full-time mental health workers) plus additional interest that interest that accrues on the interest-bearing account, less legal deductions required by law from back pay only (such as federal, state and/or local taxes and Eligible Class Members' share of FICA taxes), and will be equally distributed among the Eligible Class Members.

Integris will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and shall mail to 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 to the Eligible Class Members either with the settlement checks or at the end of the year. Integris will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

Within five calendar days of Integris' receipt of a check to an Eligible Class Member returned as undeliverable, Integris shall notify OFCCP of this fact via e-mail to (b) (7)(C), (b) (7)(E)@dol.gov and miller.terry@dol.gov. OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address or updated information, Integris will re-mail the check within 10 calendar days of receiving an alternate or corrected address. Any check that remains uncashed within 120 days after the initial date the check was mailed to the Eligible Class Member shall be void. With respect to the uncashed funds, Integris shall make a second distribution to all Eligible Class Members who cashed their first check if the

¹ The \$19,711.93 includes interest of \$290.50 that would have accrued between the effective date of this Agreement and the distribution to Class Members had the overall settlement amount been placed into an interest-bearing account at the prevailing interest rate during that period.

amount of the uncashed funds would result in a payment of \$20.00 or more to each of the located Eligible Class Members. In such a case, Integris will mail the second distribution to such Eligible Class Members within 150 calendar days after the initial date the checks were mailed to all Eligible Class Members. If the total amount of uncashed funds would result in a payment of less than \$20.00 to each located Eligible Class Member, Integris shall use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it has agreed to provide in the Revised Hiring Process described in paragraph (a) above.

- (e) Employment: As positions become available, Integris will consider qualified Eligible Class Members not currently employed by Integris who express an interest in employment with Integris until 13 Eligible Class Members are hired as Mental Health Workers (11 occasional, part-time, 2 full-time) or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members will be considered in the order that Integris receives their Interest Forms. If Integris receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. Integris will initiate its hiring of Eligible Class Members after 45 days of the Effective Date of this Agreement. Integris will also complete its hiring obligations under this section within 12 months of the Effective Date of this Agreement. If Integris is not able to hire 13 Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within 12 months, OFCCP may extend the term of this Agreement for up to 6 months or until Integris satisfies its hiring 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 Integris. The Eligible Class Members hired into Mental Health Worker positions pursuant to this Agreement will be paid \$ [REDACTED] per hour or the current wage rate for the Mental Health Worker position, whichever is higher, and will be provided with the same benefits and opportunity to earn overtime and shift differentials as other Mental Health Worker employees. In addition, all Eligible Class Members hired will receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, job bidding and benefits.

3. VIOLATION: OFCCP found that Integris failed to evaluate the individual components of the selection process for adverse impact where the total selection process for the mental health worker position had an adverse impact in accordance with the requirements of 41 CFR 60-3.4C.

REMEDY: Integris will 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. Integris 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, Integris 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, Integris 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.

Part IV: REPORTS REQUIRED

1. Integris will submit the documents and reports described below to: E. Michelle Hernandez, District Director of OFCCP Dallas District Office located at 525 S Griffin St, Suite 512, Dallas, Texas 75202.
 - A. Within 45 calendar days of the Effective Date of this Agreement Integris will submit a copy of the written Revised Hiring Process described in section Part III, Remedy for Violations 1 and 2.
 - B. Within 90 calendar days of the Effective Date of this Agreement, Integris will submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Mental Health Workers have been trained on the Revised Hiring Process. The documentation will 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.
 - C. Within the prescribed timeframes, Integris will submit all documents and information referenced in Part III, Remedy for Violations 1 and 2.
 -  D. Integris will submit two progress reports covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and will cover the six-month period beginning with the Effective Date. Each subsequent report will cover the successive six-month period, and will be submitted within 30 calendar days after the close of that six-month period. Integris will submit the following in each progress report:

1) Documentation of monetary payments to all Eligible Class Members as specified in Part III, Remedy for Violations 1 and 2. The documentation will include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Integris will provide OFCCP with copies of all canceled checks upon request;

2) Documentation of specific hiring activity for Eligible Class Members who were hired as Mental Health Workers 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 Eligible Class Members who were considered for employment but were not hired, Integris will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);

4) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for Mental Health Worker positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at Integris by a staffing firm or employment agency;

5) For Mental Health Workers, the results of Integris's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis, Integris will not include hires made of Eligible Class Members pursuant to this Agreement in that analysis);

6) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Integris's evaluation of the individual components of the selection process for adverse impact; and/ or

7) The actions taken by Integris upon determining that any component of the selection process has an adverse impact.

2. Integris will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later. Instruction: Such documents and information may include letters returned as undeliverable, a list of individuals in the affected class who have not returned a signed Interest Form before the deadline, and a list of Eligible Class Members.

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Integris Mental Health located at 2601 North Spencer Road, Spencer, Oklahoma 73084.

(b) (6), (b) (7)(C)
TIM JOHNSON
President
INTEGRIS Baptist Medical Center

(b) (6), (b) (7)(C)
(b) (7)(C), (b) (7)(E)
Compliance Officer
Dallas District Office
OFCCP

DATE: 6-9-16

DATE: 6/9/16

(b) (6), (b) (7)(C)
TERRY MILLER
Assistant District Director
Dallas District Office
OFCCP

DATE: 6/9/16

(b) (6), (b) (7)(C)
E. MICHELLE HERNANDEZ
District Director
Dallas District Office
OFCCP

DATE: 6/9/16

(b) (6), (b) (7)(C)
MELISSA SPEER
Regional Director
Southwest and Rocky Mountain Region
OFCCP

DATE: 6-15-2016

Attachment 1A
Occasional Part-time Class Member List

| Number | Occasional, Part-time Class Members | NAME |
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| 1 | OPT | (b) (6), (b) (7)(C) |
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| 130 | OPT | (b) (6), (b) (7)(C) |
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| 289 | OPT | |
| 290 | OPT | |
| 291 | OPT | |
| 292 | OPT | |
| 293 | OPT | |
| 294 | OPT | |
| 295 | OPT | |
| 296 | OPT | |
| 297 | OPT | |
| 298 | OPT | |
| 299 | OPT | |
| 300 | OPT | |
| 301 | OPT | |

Attachment 1B
Full-time Class Member List

| Number | Full-time Class Members | NAME |
|--------|-------------------------|---------------------|
| 302 | FT | (b) (6), (b) (7)(C) |
| 303 | FT | |
| 304 | FT | |
| 305 | FT | |
| 306 | FT | |
| 307 | FT | |
| 308 | FT | |
| 309 | FT | |
| 310 | FT | |
| 311 | FT | |
| 312 | FT | |
| 313 | FT | |
| 314 | FT | |
| 315 | FT | |
| 316 | FT | |
| 317 | FT | |
| 318 | FT | |
| 319 | FT | |
| 320 | FT | |
| 321 | FT | |
| 322 | FT | |
| 323 | FT | |
| 324 | FT | |
| 325 | FT | |
| 326 | FT | |
| 327 | FT | |
| 328 | FT | |
| 329 | FT | |
| 330 | FT | |
| 331 | FT | |
| 332 | FT | |
| 333 | FT | |
| 334 | FT | |

Full-time Occasional, Part-time Class Member List

| Full-time & Occasional Part-time Class Members | | |
|--|----------|----------------------------|
| Number | List | NAME |
| 335 | FT & OPT | (b) (6), (b) (7)(C) |
| 336 | FT & OPT | |
| 337 | FT & OPT | |
| 338 | FT & OPT | |
| 339 | FT & OPT | |
| 340 | FT & OPT | |
| 341 | FT & OPT | |
| 342 | FT & OPT | |
| 343 | FT & OPT | |
| 344 | FT & OPT | |
| 345 | FT & OPT | |
| 346 | FT & OPT | |
| 347 | FT & OPT | |
| 348 | FT & OPT | |
| 349 | FT & OPT | |
| 350 | FT & OPT | |
| 351 | FT & OPT | |

You may be eligible to get money and a job because of a legal settlement between Integris Mental Health and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Integris Mental Health that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Integris Mental Health.

ARE YOU AFFECTED?

Females who applied and were not hired for Mental Health Worker positions at Integris Mental Health between December 21, 2010 and December 20, 2012 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of Integris Mental Health's hiring practices during December 21, 2010 and December 20, 2012. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP found evidence that Integris discriminated against at least 351 women who applied for the Mental Health Worker position at Integris Mental Health in Spencer, Oklahoma.

Ultimately, OFCCP issued a Notice of Violation against Integris Mental Health on these claims. Although Integris disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result Integris Mental Health must pay money to the women who applied during the relevant time frame. Integris will also offer jobs to some of these women.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Mental Health Worker position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$598.42** (before taxes). This payment represents your share of back wages and other payments Integris is making to settle the violation. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Integris Mental Health will be making job offers for occasional, part-time mental health worker positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Integris Mental Health please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or the Settlement Administrator [Administrator Name]. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form **[insert actual date]**. There are instructions on the form about how to mail it in.

The Claim Form must be received by **[insert actual date].**

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of **[insert actual date] to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.**

HOW CAN YOU GET MORE INFORMATION?

If you any questions, you may contact **(b) (7)(C), (b) (7)(E)** at 972-850-2650 or **(b) (7)(C), (b) (7)(E)**@dol.gov. You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

You may be eligible to get money and a job because of a legal settlement between Integris Mental Health and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Integris Mental Health that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Integris Mental Health.

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Ultimately, OFCCP issued a Notice of Violation against Integris Mental Health on these claims. Although Integris disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result Integris Mental Health must pay money to the women who applied during the relevant time frame. Integris will also offer jobs to some of these women.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Mental Health Worker position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$1,051.31** (before taxes). This payment represents your share of back wages and other payments Integris is making to settle the violation. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Integris Mental Health will be making job offers for occasional, part-time mental health worker positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Integris Mental Health please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or the Settlement Administrator [Administrator Name]. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form [insert actual date]. There are instructions on the form about how to mail it in.

The Claim Form must be received by [insert actual date].

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of [insert actual date] to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you any questions, you may contact (b) (7)(C), (b) (7)(E) at 972-850-2650 or (b) (7)(C), (b) (7)(E)@dol.gov. You can also visit the U.S. Department of Labor website about this case at <http://www.dol.gov/ofccp/CML/index.htm>.

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Ultimately, OFCCP issued a Notice of Violation against Integris Mental Health on these claims. Although Integris disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

As a result Integris Mental Health must pay money to the women who applied during the relevant time frame. Integris will also offer jobs to some of these women.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Mental Health Worker position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$1,051.31 (before taxes).** This payment represents your share of back wages and other payments Integris is making to settle the violation. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Integris Mental Health will be making job offers for full-time and occasional, part-time mental health worker positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Integris Mental Health please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

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It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on getting money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form **[insert actual date]**. There are instructions on the form about how to mail it in.

The Claim Form must be received by **[insert actual date].**

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of **[insert actual date] to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.**

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Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT**

DEADLINE TO RESPOND IS XX DAY, XX MONTH, XXXX YEAR

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [insert Deadline above], to

[Name and Address]

If you do not submit a properly completed Claim Form and Release Form on or before [insert Deadline above], then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide the last four digits of your social security number _____

The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

**Name
Address
Phone
Email/website link**

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in Occasional, Part-time Mental Health Worker positions with Integris Mental Health at 2601 North Spencer Road, Spencer, OK.
- No, I am not currently interested in Occasional, Part-time Mental Health Worker positions with Integris Mental Health.
- I am currently employed by Integris Mental Health.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR
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- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

Step 1: Please confirm the following contact information to process your payment (print legibly).

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Cell Phone: _____

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The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

**Name
Address
Phone
Email/website link**

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in Full-time Mental Health Worker positions with Integris Mental Health at 2601 North Spencer Road, Spencer, OK.
- No, I am not currently interested in Full-time Mental Health Worker positions with Integris Mental Health.
- I am currently employed by Integris Mental Health.

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I certify the above as true and correct.

Signature

Date

Claim Form – Affected Applicants

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- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

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Address: _____

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The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

**Name
Address
Phone
Email/website link**

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in Occasional, Part-time Mental Health Worker positions with Integris Mental Health at 2601 North Spencer Road, Spencer, OK.
- No, I am not currently interested in Occasional, Part-time Mental Health Worker positions with Integris Mental Health.
- Yes, I am still interested in Full-time Mental Health Worker positions with Integris Mental Health at 2601 North Spencer Road, Spencer, OK.

- No, I am not currently interested in Full-time Mental Health Worker positions with Integris Mental Health.
- I am currently employed by Integris Mental Health.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

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 AND A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Integris Mental Health ("Integris") providing you with money and a potential job offer, you agree that you will not file any lawsuit against Integris for allegedly violating Executive Order 11246 in connection with the hiring of female occasional, part-time mental health workers. It also says that Integris 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 or a job offer.

In consideration of the payment of at least \$598.42 (less deductions required by law) and a potential job offer for an occasional, part-time mental health worker position by Integris to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Integris, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims 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 the hiring of female occasional, part-time occasional, part-time mental health workers during the period of December 21, 2010 and December 20, 2012.

II.

I understand that Integris denies that it treated me unlawfully or unfairly in any way and that Integris 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 and potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Integris initiated on December 20, 2012. I further agree that the payment and potential job by Integris to me is not to be construed as an admission of any liability by Integris.

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.

I understand that if I do not sign this Release and return it to (b) (7)(C), (b) (7)(E), OFCCP/[insert *Integrus Settlement Agent contact*] such that it is received by [DATE], I will not be entitled to receive \$598.42 (less deductions required by law) or a potential job offer for an occasional, part-time mental health worker position.

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

Signature: _____ Date: _____

Printed Name: _____

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Integris Mental Health ("Integris") providing you with money and a potential job offer, you agree that you will not file any lawsuit against Integris for allegedly violating Executive Order 11246 in connection with the hiring of female full-time mental health workers. It also says that Integris 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 or a job offer.

In consideration of the payment of at least \$1,051.31 (less deductions required by law) and a potential job offer for a full-time mental health worker position by Integris to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Integris, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims 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 the hiring of female full-time mental health workers during the period of December 21, 2010 through December 20, 2012.

II.

I understand that Integris denies that it treated me unlawfully or unfairly in any way and that Integris 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 and potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of Integris initiated on December 20, 2012. I further agree that the payment and potential job by Integris to me is not to be construed as an admission of any liability by Integris.

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.

I understand that if I do not sign this Release and return it to (b) (7)(C), (b) (7)(E) OFCCP/[insert *Integris Settlement Agent contact*] such that it is received by [DATE], I will not be entitled to receive \$1,051.31 (less *deductions required by law*) or a potential job offer for a full-time mental health worker position.

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

Signature: _____ Date: _____

Printed Name: _____

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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.

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

Signature: _____ Date: _____

Printed Name: _____