



**CONCILIATION AGREEMENT  
BETWEEN  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
LAHEY CLINIC HOSPITAL, INC.  
41 MALL ROAD  
BURLINGTON, MA 01805  
OFCCP CASE NO. R00171925**

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a compliance evaluation of the Lahey Clinic Hospital, Inc. ("Lahey") establishment located at 41 Mall Road, Burlington, MA 01805, on January 12, 2012, and found that Lahey 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 and 60-2. OFCCP notified Lahey of the initial violations found and the corrective actions required in a Notice of Violations issued on June 26, 2014. 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 Lahey enter into this Conciliation Agreement ("Agreement") and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

- 1) In exchange for Lahey'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 if Lahey violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- 2) Lahey 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. Lahey will permit access to its premises during normal business hours for these purposes and will provide OFCCP with those reports and documents requested.
- 3) Lahey understands that nothing in this Agreement relieves Lahey 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) Lahey will not harass, intimidate, threaten, coerce or 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, including its attachments, contains 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 Northeast 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 Lahey submits the final report required in Part IV-1.D, below, unless OFCCP notifies Lahey in writing prior to the expiration date that Lahey has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Lahey has met all of its obligations under the Agreement.
- 10) If Lahey violates this Agreement, the procedures set forth at 41 C.F.R. § 60-1.34 will govern. If OFCCP believes that Lahey violated any term of the Agreement while it was in effect, OFCCP will send Lahey written notice stating the alleged violations and summarizing any supporting evidence. Lahey will have 30 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. If Lahey 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.

OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

Lahey may be subject to the sanctions set forth in Section 209 of the E.O. 11246 and/or other appropriate relief for violation of this Agreement.

- 11) This Agreement does not constitute an admission by Lahey of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Lahey violated any laws.
- 12) The parties understand that nothing in this Agreement is binding on any governmental agency other than the United States Department of Labor.
- 13) Each party shall bear its own fees and expenses with respect to this matter.
- 14) This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement, will constitute 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 Agreement.

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

#### **1. VIOLATION:**

OFCCP determined that since at least April 4, 2010, Lahey has engaged in a pattern and practice of discrimination in compensation against females employed in the position of Housekeeper III in violation of 41 C.F.R. 60 1.4(a)(1).

OFCCP performed multiple regression analyses which show that from April 4, 2010 through April 1, 2012, Lahey has paid females employed in the position of Housekeeper IIIs significantly less per year than male Housekeeper IIIs at the same location. OFCCP's analyses demonstrate that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

#### **REMEDIES FOR AFFECTED CLASS**

##### **A. MONETARY REMEDIES**

- 1) **Notice.** Within thirty (30) calendar days of the Effective Date, Lahey must notify the female Housekeepers IIIs listed in Attachment A of the terms of this Agreement by mailing by first class mail to each individual in the affected class ("Class Members") the: Notice to Affected Class (Attachment B, "Notice"), Address and Social Security Number Verification Form (Attachment C, "Verification Form"), Release of Claims Under the Executive Order ("Release"), and a postage paid, self-addressed return envelope. The Verification Form and Release must be returned to Lahey, as specified in the Notice, within thirty (30) days from the date of the Notice in order for the Class Member to be eligible for any payments under this Agreement. Within ten (10) days after the response period has ended, Lahey will provide to OFCCP a list of (1) all

Notice letters returned as undeliverable and (2) Class Members who did not submit a timely response to the Notice and/or failed to return a signed Verification Form and Release. OFCCP will have thirty (30) days from receipt of the lists from Lahey to provide updated addresses to Lahey. Lahey agrees to mail a Second Notice, Verification Form, Release, and postage paid, self-addressed return envelope to all Class Members for whom different updated addresses are obtained from OFCCP within fifteen (15) days of receiving the updated addresses. Class Members who are sent the Second Notice package will have thirty (30) days from the date on the Second Notice letter to submit a Verification Form and Release. Any Class Member who fails to return the Verification Form and Release within the appropriate timeframes provided will forfeit any right to the settlement disbursements described herein.

a. Within ten (10) days of its receipt of the completed Verification Forms and Releases submitted after the Second Notice mailing, Lahey shall submit to OFCCP, via overnight mail and/or e-mail, (1) the Final List of Eligible Class Members ("Final List") who have timely submitted a complete Verification Form and (2) copies of the signed Releases and all completed Verification Forms not previously submitted to OFCCP.

b. If OFCCP believes any Class Member should be included on the Final List, but is not, OFCCP shall notify Lahey in writing, via email, within ten (10) days of OFCCP's receipt of the Final List and identify such Class Members. The parties will negotiate in good faith to resolve any dispute regarding Class Member status within the next ten (10) days, at which time OFCCP will approve the Final List.

- 2) **Eligibility.** All Eligible Class Members will be entitled to receive a share of the monetary settlement. If a Class Member does not timely return a Verification Form and Release to Lahey by the deadline provided on the Verification Form, she will no longer be entitled to payments from the Settlement Fund under this Agreement.
- 3) **Monetary Settlement.** In settlement of all claims for back pay and interest to the affected Class Members, Lahey agrees to pay the total gross amount of \$172,081.22, which includes back pay totaling \$158,935.59, as well as interest totaling \$13,145.63 ("Settlement Fund"), to Eligible Class Members as set forth in Attachment A. All back pay disbursements will be subject to legally required payroll deductions (federal, state and/or local taxes) and any applicable employee FICA withholdings.

4) **Disbursements.** Within thirty (30) days of approval of the Final List of Eligible Class Members to receive payments under the Agreement, Lahey shall take the following actions:

- a. Make a one-time back pay payment to each Eligible Class Member who is employed by Lahey in the amount reflected in column 4 on Attachment A in the manner in which the Eligible Class Member is normally paid her regular salary (e.g., direct deposit, check), subject to all legally required payroll

deductions and FICA withholdings as described herein,

- b. Make a one-time interest payment to each Eligible Class Member who is employed by Lahey in the amount reflected in column 5 on Attachment A in the manner in which the Eligible Class Member normally receives reimbursement payments from Lahey (e.g. direct deposit, check). Lahey will issue a Form 1099 to Class Members who receive this disbursement in the appropriate tax year, if required to do so, and
  - c. Mail two (2) checks, by certified mail, to all remaining Eligible Class Members, who are not employed with Lahey at the time the monetary disbursements are made, for the amounts reflected in columns 4 and 5 on Attachment A. Back pay wages will be subject to all legally required payroll deductions and FICA withholdings as described herein. Lahey shall mail a Form W-2 to each Eligible Class Member who is not employed by Lahey at the end of the appropriate tax year when other W-2s are mailed to employees, and will issue a Form 1099 for the interest payment at the end of the appropriate tax year, if required to do so.
- 5) **Documentation.** Within thirty (30) days of making the payments to Eligible Class Members, Lahey shall provide OFCCP with:
- a. Payroll stubs or the equivalent verifying that it has made payments to Eligible Class Members who are employed by Lahey; and
  - b. Copies of all cancelled checks from Eligible Class Members, no longer employed by Lahey, who were mailed checks pursuant to the Agreement.
  - c. Lahey will provide OFCCP, via e-mail sent to **6 & 7c** **6 & 7c** @dol.gov, copies of all other cancelled checks and envelopes and checks returned as undeliverable.
- 6) **Undeliverable Funds.** OFCCP will have thirty (30) days from receipt of Lahey's list of checks returned as undeliverable to locate the Eligible Class Members and provide updated addresses for Eligible Class Members. Lahey will re-mail the checks by certified mail within thirty (30) days of receiving the new updated addresses from OFCCP.
- 7) **Uncashed Funds.** Any check sent to an Eligible Class Member which remains uncashed for 180 days after the date the check was issued shall be void. If one of two checks sent to Eligible Class Member is cashed, both checks will be deemed delivered to the Class Member and the 180 day period will apply to the uncashed check.
- 8) **Remaining Funds.** For any amounts of the Settlement Fund which are not

distributed to Eligible Class Members in the initial distribution, despite Lahey's and OFCCP's best efforts to locate each Class Member, the Company will have 60 days to make a second distribution of the remaining funds to Class Members who cashed their first distribution checks. The second distribution will be pro-rated at the same proportion as the initial distribution to Eligible Class Members who have cashed checks. A second distribution will not be required if the average distribution per Class Member is less than \$20.

- 9) **Salary Adjustment.** Lahey also agrees to make annual salary adjustments in the amount of \$17,918.78 to select Class Members listed on Attachment A who are employed with Lahey in a Housekeeper III position as of the effective date of this Agreement. Salary adjustments will be effective thirty (30) days after the effective date of this Agreement. Any remaining funds which are not used for annual salary adjustments, in accordance with this Paragraph, will be reallocated to the back fund as set forth in Part III, Paragraph 1A(3) of this Agreement and back pay distributions will be pro-rated and adjusted accordingly.
  
- 10) **Full Financial Settlement.** All monetary payments made to Eligible Class Members and salary adjustments made to Class Members pursuant to the terms of this Agreement will constitute a full settlement of all financial claims related to this violation.

## **B. NON-MONETARY REMEDIES FOR AFFECTED CLASS**

Lahey will ensure that all employees are afforded equal employment opportunities with respect to Lahey's policies and practices that affect compensation. Lahey agrees to continue and/or to implement the corrective actions detailed below.

- 1) **Eliminate Discriminatory Compensation Practices.** Lahey will develop and document new policies to eliminate all practices that had an adverse effect on the compensation of females in the Housekeeper III positions, based on OFCCP's analysis. Lahey will develop and implement procedures to ensure proper application and self-monitoring of the compensation system applied to individuals in the Housekeeper III positions in compliance with 41 CFR 60-1.4(a)(1). Lahey expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.
  
- 2) **Evaluation.** For the Housekeeper III positions, Lahey will evaluate various employment actions, including promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies, assignment of overtime, and transfer opportunities, to ensure that these decisions do not have a disproportionately negative effect on the compensation and advancement of female employees.

**2. VIOLATION:**

Lahey failed to develop and implement an internal audit and reporting system that measured the effectiveness of its total Affirmative Action Program (AAP) as required by 41 CFR 60-2.17(d) 1 through 4. Specifically, Lahey failed to monitor records of all personnel activity, failed to require internal reporting on a scheduled basis, failed to review and report results with all levels of management, and failed to advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

**REMEDY:**

Lahey will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program as required by 41 CFR 60-2.17(d) 1 through 4, including identifying barriers to equal employment opportunity, particularly with regard to female employees, when administering its pay practices for the position of Housekeeper III.

The internal audit and reporting system must include the following:

- a) Monitoring records of all personnel activity including referrals, applications, placements, transfers, promotions, terminations, and compensation, at all levels to ensure that its nondiscriminatory policy is carried out;
- b) Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c) Reviewing report results with all levels of management; and
- d) Advising top management of program efforts and submitting recommendations, including specific steps and concrete strategies, to improve effectiveness of the programs.

**3. VIOLATION:**

Lahey failed to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist, in violation of 41 CFR 60-2.17(b). Specifically, Lahey failed to evaluate compensation systems applicable to Housekeeper IIIs to determine whether there were gender-based disparities.

**REMEDY:**

Lahey will evaluate compensation systems to determine whether and where impediments to equal employment opportunity exist, including analyzing all impediments that result in gender-based disparities in compensation.

**FUTURE CONDUCT:** Lahey agrees to undertake all efforts necessary to provide equal employment opportunity and prevent record-keeping and other violations referenced in OFCCP regulations at 41 CFR 60-1.12(a)(d), 41 CFR 60-3.15, 41 CFR 60-2.1(b) and 41 CFR 3.

**PART IV. REPORTS REQUIRED**

1. Lahey must submit the documents and reports described below to: Rhonda Aubin-Smith, District Director of OFCCP, 25 New Sudbury Street, JFK Federal Building, Room E-235, Boston, MA 02203.
  - a. On or before sixty (60) days after the Effective Date of the Agreement, Lahey shall submit a report to OFCCP detailing Lahey's record retention practices at the Burlington facility, which will discuss the policies and data that are being tracked and provide information related to its compliance with the self-monitoring requirements of 41 C.F.R. 60-2.17(b).
  - b. Within 120 days of the Effective Date of the Agreement, Lahey must submit a copy of the written revised compensation policies and practices described in this Agreement.
  - c. Within 225 days of the Effective Date of this Agreement, Lahey must submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions for individuals employed in Housekeeper III positions have received training on all new and revised policies, procedures, and programs as described in this Agreement. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, the name and job title of each person who conducted the training and the cost of the training.
  - d. Lahey must submit a progress report covering each six month period of this Agreement for two years from the effective date of the agreement. The first progress report will be due seven (7) months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date.
  - e. Each subsequent progress report must cover the successive six-month period, and must cover the next six-month period following the previous report. Each subsequent report must include the following documentation if not previously submitted:
    - 1) Documentation of monetary payments to all Eligible Class Members as specified in Part III, Section A. The documentation must include the names of Eligible Class Members who were paid, the check number, the date of the check, the amount of the check, and the date the check cleared the bank. Lahey must provide OFCCP with copies of all canceled checks or other documentation of

payment upon request; and

2) Lahey will provide a list reflecting hourly salary adjustments made pursuant to this Agreement for Class Members who were employed with Lahey when the salary adjustments were implemented in accordance with this Agreement. The documentation will include the amount of each hourly rate adjustment and the date each adjustment was implemented.

3) The first and last progress report must also include a narrative on the results of the internal audit and reporting conducted as specified in Part III, Violation No. 2.

4) With the final progress report, Lahey will provide OFCCP with the following information relating to compensation of individuals in Housekeeper III positions at the Burlington, Massachusetts facility: payroll data, salary adjustments that incorporate performance reviews, and the total new hires by gender for individuals hired into the Housekeeper III position since the effective date of the Conciliation Agreement.

2. Lahey 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.

Note: Lahey will also update its affirmative action program(s) to come into compliance with the requirements of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended, 41 CFR Part 300, revised as of March 24, 2014 (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 41 CFR Part 741, revised as of March 24, 2014 (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) at the start of its next standard 12-month AAP review and updating cycle.

This Conciliation Agreement will expire 45 days after receipt of the final progress report or on the date the District Director gives notice to Lahey that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Lahey in writing prior to the expiration of the 45-day period that Lahey has not satisfied its reporting requirements pursuant to this Agreement.

**Part V. SIGNATURES.**

This Conciliation Agreement is hereby executed by and between the OFCCP and Lahey Clinic Hospital, Inc. ("Lahey"). The person signing this Conciliation Agreement on behalf of Lahey is authorized to do so. Lahey has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Conciliation Agreement is fully binding on Lahey and the OFCCP.

**6 & 7 (c)**

DAVID SPACKMAN  
General Counsel  
Lahey Clinic Hospital, Inc.

DATE 1/15/15

**7 (e)**

Compliance Officer  
Boston District Office  
OFCCP – Northeast Region

DATE 1/22/15

**6 & 7 (c)**

ADRIANA LOPEZ  
Assistant District Director  
Boston District Office  
OFCCP – Northeast Region

DATE 1/22/15

**6 & 7 (c)**

RHONDA AUBIN-SMITH  
District Director  
Boston District Office  
OFCCP – Northeast Region

DATE 1/22/15

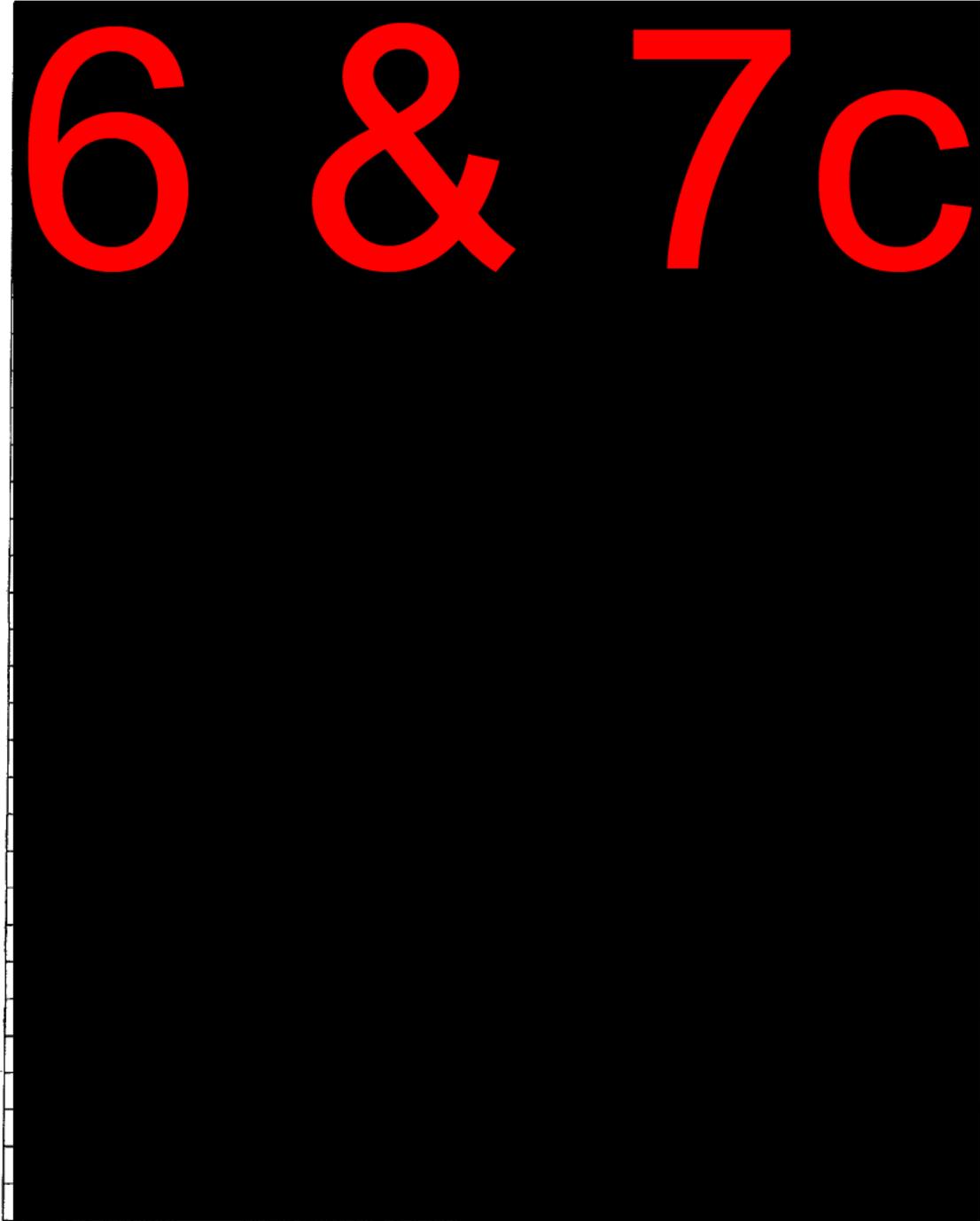
**6 & 7 (c)**

DIANA SEN  
Regional Director  
OFCCP – Northeast Region

DATE 2/12/2015

ATTACHMENT A

'LIST OF CLASS MEMBERS AND DISBURSEMENT AMOUNT'



6 & 7c

6 & 7c

## ATTACHMENT B

### NOTICE TO AFFECTED CLASS

**Dear Name (employees and former employees):**

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Lahey Clinic Hospital, Inc. ("Lahey") that may benefit you. This settlement involves allegations of discrimination in compensation, and our records show that you are one of the employees who worked at Lahey and may be covered by the settlement. If you take the steps described in this notice by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages from Lahey.

### ARE YOU AFFECTED?

Women who worked as Housekeeper III at Lahey as of April 1, 2012 are covered by this agreement.

### WHAT IS THIS SETTLEMENT ABOUT?

The U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of Lahey's compensation practices during October 1, 2010 and April 1, 2012. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges that Lahey did not afford equal employment opportunity to all female Housekeeper IIIs.

Ultimately, OFCCP issued a Notice of Violations against Lahey on these claims. Although Lahey disagreed with OFCCP's findings, Lahey has agreed to resolve the issues through a Conciliation Agreement with OFCCP. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle the alleged violations.

### WHAT DOES THIS MEAN FOR YOU?

Because you worked as a Housekeeper III during the relevant time period, this settlement may provide you with some specific benefits.

- 
- (i) **You may be eligible to receive a monetary payment of \$ \_\_\_\_\_, less taxes.**

This payment represents your share of back wages and other payments Lahey is making to settle with OFCCP. The final amount you receive will be reduced by legally required deductions such as federal, state and/or local payroll taxes as well as FICA withholdings.

## WHAT IS YOUR NEXT STEP?

To be eligible for a payment, you must complete sign and return both the following enclosed documents, (1) Address and Social Security Number Verification Form and (2) Release of Claims Under The Executive Order by **[DATE TO BE DETERMINED]**

Ms. Jada Williams  
Claims Administrator for Lahey Clinic Hospital, Inc.

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
420 20<sup>th</sup> Street North, Suite 1900  
Birmingham, AL 35203

**The documents must be received by **[DATE TO BE DETERMINED]**.**

You may receive some or all of these benefits only if these forms confirm 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. If eligible, you will receive a payment by certified mail, about 8 months after you submit your Verification Form and Release to the address above.

**You must follow all of the instructions in this notice and return all documents by the deadline of **[DATE TO BE DETERMINED]** to receive any monetary relief provided by the settlement.**

## HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may call **6 & 7c** or email her at **6 & 7c**@dol.gov.

Sincerely,

Jada Williams **6 & 7c**  
Claims Administrator for Lahey Clinic Hospital, Inc.

Enclosures:

Address and Social Security Number Verification Form  
Release of Claims Under The Executive Order  
Self-addressed, stamped envelope

**ATTACHMENT C**

**ADDRESS AND SOCIAL SECURITY NUMBER VERIFICATION FORM**

You must complete this form in order to be eligible for any monetary payment under the terms of the settlement between Lahey and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. The Verification Form and enclosed Release must be returned and received by **[DATE TO BE DETERMINED]**. You may either return the documents in person to Lahey or return it by first class mail in the envelope provided.

**This Verification Form will be used to confirm important information we need in order to make sure that you are eligible to receive any benefits under this Settlement and process your payment.**

Please print legibly, except for the signature.

**Step 1: Confirm name and contact information**

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

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

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

E-mail 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: \_\_\_\_\_

\_\_\_\_\_

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Please notify Ms. Jada Williams, Claims Administrator for Lahey Clinic Hospital, Inc. at 205-986-1027 if your address changes within the next six (6) months.

**Step 2: Provide social security number:**

Your social security number is required in order to process your payment for tax purposes.

\_\_\_\_--\_\_\_\_--\_\_\_\_

**YOU MUST SIGN AND DATE THIS DOCUMENT TO BECOME ELIGIBLE FOR A PAYMENT UNDER THE SETTLEMENT AGREEMENT.**

I certify the above as true and correct.

---

Signature

---

Date

ATTACHMENT D

RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

This Release of Claims is a legal document. This document states that in return for Lahey Clinic Hospital, Inc., ("Lahey") paying you money, you agree that you will not file any lawsuit against Lahey for allegedly violating Executive Order 11246 in connection with its compensation paid to you. It also says that Lahey does not admit it violated any laws. This Release says you had sufficient time to look at the document, consider and understand its terms, and consult with your advisor, 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 ~~DATE TO BE DETERMINED~~, you will not receive any money.

In consideration of the payment by Lahey of \$ \_\_\_\_\_ less legally required payroll deductions and FICA withholdings, which I agree are acceptable, and also in consideration of the Conciliation Agreement between Lahey and the Office of Federal Contract Compliance Programs ("OFCCP"), I \_\_\_\_\_ agree to the following:

I. I hereby waive, release and forever discharge Lahey, 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, the Civil Rights Act of 1964 (Title VII), as amended, and the Equal Pay Act, as amended, Massachusetts General Statute, 149 Sec. 148 *et seq.*, Massachusetts General Statute, 151 *et seq.*, Massachusetts General Laws, 151B *et seq.*, the Massachusetts Equal Rights Act, as amended, and the Massachusetts Civil Rights Act, which I or my representatives (heirs, executors, administrators, successors, or assigns) have or may have which relate in any way to my compensation as a Housekeeper III on the basis of my gender at any time prior to the date of my signature on this Release.

II. I understand that if I am concerned about how the process described in this Release applies to me, I may contact the OFCCP for assistance:

7c

Compliance Officer

25 New Sudbury Street, JFK Federal Building, Room E-235

Boston, MA 02203

7c

@dol.gov

III. I understand that Lahey denies that it treated me unlawfully or unfairly in any way and that Lahey entered into a settlement with OFCCP in the spirit of cooperation and to bring closure to the Compliance Review initiated by OFCCP in January 2012. I further agree

that the payment of the above sum by Lahey to me will not be offered or admitted as evidence in any proceeding or construed as an admission of any liability by Lahey.

- IV. I declare that I have carefully 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.
- V. I understand that if I do not sign this Release and return it to Lahey with the Address and Social Security Number Verification Form by ~~DATE TO BE DETERMINED~~, I will not receive a monetary payment provided in the Settlement Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Be sure to attach this form to the Address and Social Security Number Verification Form included with this notice and return both documents together by the deadline.**

\_\_\_\_\_