

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and among Onward Healthcare ("Respondent") and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel").

WHEREAS, on July 25, 2011, the Office of Special Counsel opened an independent investigation of Respondent based on potential citizenship status discrimination in violation of the unfair immigration-related employment practices provisions of 8 U.S.C. § 1324b (the "Act").

WHEREAS, the Office of Special Counsel determined during the course of its investigation that there is reasonable cause to believe that Respondent committed citizenship status discrimination in violation of the Act.

WHEREAS, Respondent denies that it has committed citizenship status discrimination in violation of the Act.

WHEREAS, Respondent, and the Office of Special Counsel acknowledge they wish to avoid the costs of litigation and are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. Respondent agrees to pay the amount of one hundred thousand dollars (\$100,000) in civil penalties to the United States Treasury.
2. The payment discussed in the preceding paragraph shall be paid in four installments. The first installment in the amount of \$25,000 shall be paid not later than May 4, 2012. The second installment in the amount of \$25,000 shall be paid not later than June 11, 2012. The third installment in the amount of \$25,000 shall be paid not later than July 20, 2012. The fourth installment in the amount of \$25,000 shall be paid not later than August 31, 2012. Respondent agrees to pay all costs related to enforcement of this paragraph if Respondent fails to pay on a timely basis. The checks shall be mailed by express delivery to the address below:

Ms. Kendra Keith
U.S. Department of Justice
Civil Rights Division
600 E Street, NW, Room 3307
Washington, DC 20004

3. On the same day each check is mailed, an e-mail will be sent to Liza Zamd at liza.zamd@usdoj.gov providing the express delivery service tracking number for this mailing.

4. Respondent agrees that it shall not discriminate on the basis of citizenship status or national origin in violation of 8 U.S.C. § 1324b.
5. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin, in job advertisements posted on its or other websites.
6. Respondent agrees that it will treat all individuals equally, without regard to citizenship or immigration status, or national origin during the employment eligibility verification and reverification process, (a) in honoring documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b), (b) by not requesting more or different documents than are required by law, and (c) by permitting employees to present any document or combination of documents acceptable by law.
7. Respondent agrees that it will not discriminate or retaliate against any individual who participated in the Office of Special Counsel's investigation.
8. Within ninety (90) days of the receipt of a fully signed copy of this Agreement, Respondent will educate its personnel concerning their responsibilities under 8 U.S.C. 1324b. All employees who are responsible for formulating, explaining and/or carrying out Respondent's employment eligibility verification policy, including all managers and employees who have any role in completing Forms I-9 or E-Verify, will attend a seminar regarding an employer's obligations under 8 U.S.C. § 1324b conducted or approved by the Office of Special Counsel.
9. Within sixty (60) days of the of a fully signed copy of this Agreement, Respondent will change all manual and handbooks describing its employment eligibility verification policies and practices to conform with requirements under 8 U.S.C. § 1324b. Before finalizing the changes, Respondent will obtain approval from the Office of Special Counsel to ensure their compliance with 8 U.S.C. 1324b.
10. Respondent agrees to post a copy of the "Right to Work" poster found at <http://www.justice.gov/crt/about/osc/htm/worker.php#> on Respondent's website, and to include a copy of the notice in its application materials. The Notice will be posted and included within Respondent's materials within thirty (30) days from the date that Respondent receives a fully signed copy of this Agreement and will be subject to this paragraph for three (3) years thereafter.
11. For a period of three (3) years, Respondent agrees to keep a record of any individual or entity who contacts Respondent with any employment-related citizenship status or national origin discrimination concerns. Respondent will record the individual's or entity's full name, address, and phone number.

Respondent agrees to contact the Office of Special Counsel and provide it with the information collected within ten (10) days of the individual or entity having contacted Respondent with its concerns.

12. The Office of Special Counsel agrees not to file any charge or complaint against Respondent pursuant to 8 U.S.C. § 1324b based solely upon information the Office of Special Counsel has uncovered during its independent investigation.
13. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration related employment practice against Respondent with the Office of Special Counsel, or the right of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual.
14. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent's practices as necessary to determine Respondent's compliance with this Agreement. The Office of Special Counsel shall notify Respondent of its intention to conduct an inquiry into Respondent's practices. Respondent will then be given a fifteen (15) day period from the date it is notified by the Office of Special Counsel, to produce written reports concerning compliance, inspect Respondent's location premises, examine witnesses, and examine and copy Respondent's documents.
15. For a period of three (3) years, if the Office of Special Counsel obtains information through informal means that gives the Office of Special Counsel reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel, to cure the violation before the Office of Special Counsel may deem Respondent to be in violation of this Agreement.
16. This Agreement shall be enforced in the United States District Court for Connecticut.
17. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent and the Office of Special Counsel agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
18. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b, nor an admission by the United States of the merits of any of Respondent's defenses.

19. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
20. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.
21. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement.

Onward Healthcare

Dated:

3/27/2012

By:



Stephen Saville

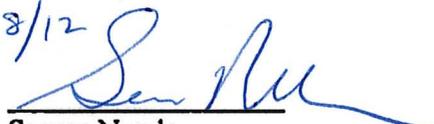
Senior Vice President & General Counsel

**Office of Special Counsel for
Immigration-Related Unfair
Employment Practices**

Dated:

3/28/12

By:



Seema Nanda

Acting Deputy Special Counsel

Sebastian Allot

Acting Special Litigation Counsel

Liza Zamd

Trial Attorney