

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE POLYCLINIC, PLLC
USAO #2023v00738; DJ #202-82-249**

I. BACKGROUND

1. The parties (“Parties”) to this Settlement Agreement (“Agreement”) are the United States of America (“United States”) and The Polyclinic, PLLC (“Polyclinic”), a Washington professional limited liability company.
2. Polyclinic is a physician group practice whose clinics are located primarily in Seattle, Washington. Polyclinic includes outpatient health care clinics at various locations in the Western District of Washington. This Agreement applies to the following Polyclinic locations: (a) Ballard FM, Northwest FM, Ballard Surgery (1448 NW Market St., Floor 2, Seattle, WA); (b) Optum Broadway (1145 Broadway, Seattle, WA); (c) Optum Downtown (Den/FM) (509 Olive Way, Suites 200 and 900, Seattle, WA); (d) Optum Northgate Plaza (9709 3rd Ave. NE, Seattle, WA); and (e) Optum Madison Center (904 7th Ave., Seattle, WA).
3. This matter was initiated by the U.S. Attorney’s Office for the Western District of Washington (“USAO”), after receiving a complaint in 2023 from D.K., an individual who is deaf-blind, alleging that Polyclinic failed to provide them with an in-person tactile sign language interpreter for multiple appointments at the Polyclinic locations at Optum Madison Center (formerly known as “Polyclinic Madison”) and Optum Broadway (formerly known as “Polyclinic Broadway”). Complainant D.K. alleged that Polyclinic violated Title III of the Americans with Disabilities Act of 1990 (“ADA”) by failing or refusing to arrange for a qualified in-person tactile interpreter, which resulted in appointment cancellations or ineffective communication.

II. INVESTIGATION AND DETERMINATIONS

4. The USAO is authorized to investigate alleged violations of Title III of the ADA. 42 U.S.C. § 12188(b)(1)(A); 28 C.F.R. § 36.502. It also has the authority to, where appropriate, negotiate voluntary settlements, and to bring civil actions enforcing Title III of the ADA should the terms of the settlement be breached. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. § 36.503.
5. Complainant D.K. is deaf-blind and is an individual with a “disability” within the meaning of the ADA. 42 U.S.C. § 12102; 28 C.F.R. § 36.104.
6. Polyclinic is a “public accommodation” within the meaning of Title III of the ADA, 42 U.S.C. § 12181(7)(F) and its implementing regulations, 28 C.F.R. § 36.104, as it is a professional office of health care providers. The ADA prohibits public accommodations, including health care providers, from discriminating on the basis of disability in the full and

equal enjoyment of their goods, services, facilities, privileges, advantages or accommodations. 42 U.S.C. § 12182(a); 28 C.F.R. §§ 36.104, 36.201(a).

7. Discrimination prohibited by the ADA includes failing to take such steps as necessary to ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than any other individual because of the absence of auxiliary aids and services. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303. A covered health program or activity shall take appropriate steps to ensure that communications with individuals with disabilities are as effective as communications with others in health programs and activities, in accordance with the standards found at 28 C.F.R. § 36.303.
8. Polyclinic fully cooperated with the USAO's investigation in this matter. Based on its investigation, the USAO contends that Polyclinic failed to provide D.K. with a qualified tactile interpreter necessary for effective communication for at least five appointments in 2023. Additionally, the USAO contends Polyclinic engaged in similar conduct with respect to other patients with disabilities between January 1, 2021 and September 30, 2025 ("Claims Period"), who, like D.K., suffered harm as a result. The USAO contends that Polyclinic failed to take steps necessary to ensure equally effective communication with all patients and their companions. The USAO contends that Polyclinic's denials of auxiliary aids and services necessary for effective communication for Complainant D.K. and other individuals violated 42 U.S.C. § 12182(b)(2)(A)(iii) and 28 C.F.R. § 36.303.

III. PURPOSE OF AGREEMENT

9. The Parties agree that it is in the Parties' best interest, and the United States believes that it is in the public interest, to resolve this complaint and all potential claims arising under those investigations during the Claims Period ("Covered Claims") on mutually agreeable terms without further investigation, enforcement action, or litigation, and therefore have agreed to the terms of this Agreement.
10. This Agreement is neither an admission of liability by Polyclinic nor a concession by the United States that its claims are not well founded. By entering into this Agreement, Polyclinic is not admitting that any action taken with respect to Complainant D.K. or any Eligible Person was wrongful, unlawful, or in violation of any local, state, or federal act or statute.
11. In consideration of the terms of this Agreement, the United States agrees to refrain from undertaking further investigation of any Covered Claim, including USAO # 2023v00738/DJ # 202-82-249, or filing a civil suit relating to any Covered Claim, including conduct investigated under USAO # 2023v00738/DJ # 202-82-249, except as provided in Paragraphs 50–51 of this Agreement. The United States, however, may review Polyclinic's compliance with this Agreement and/or the ADA at any time. Nothing in this agreement shall be construed as a waiver by the United States of any right to institute enforcement proceedings against Polyclinic for violations of any statutes, regulations, or rules promulgated and

enforced by the United States or to prevent or limit the right of the United States to obtain relief under the ADA for conduct or actions other than those incorporated into the Agreement.

IV. DEFINITIONS

12. The term “Auxiliary Aids and Services” includes, but is not limited to, Qualified Interpreters provided either on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones, videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals with hearing, speech, and or vision disabilities. 28 C.F.R. § 36.303.
13. The term “Polyclinic Medical Personnel” means individuals, full-time and part-time, that are directly employed as W-2 employees of Polyclinic and who routinely have direct contact with Patients or Companions as defined herein. Polyclinic Medical Personnel does not include independent and third-party contractors or employees whose job responsibilities do not involve direct interactions with Patients or Companions in connection with medical care.
14. The term “Active Clinician Members of Polyclinic” means all persons who are credentialed to provide services on behalf of Polyclinic.
15. The term “Qualified Interpreter” means an interpreter who, via VRI service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. 28 C.F.R. § 36.104. Qualified Interpreters include, for example, sign language interpreters, tactile interpreters, oral transliterators, and cued-language transliterators. For purposes of this Agreement, a Qualified Interpreter must be knowledgeable with medical terminology.
16. The term “Patient” shall be broadly construed to include any individual who is participating in the goods, services, facilities, privileges, advantages, or accommodations of Polyclinic.
17. The term “Companion” means a person who is a family member, friend, or associate of an individual participating in the healthcare related goods, services, facilities, privileges, advantages, or accommodations of Polyclinic, who, along with such individual, is an appropriate person with whom the public accommodation should communicate. 28 C.F.R. § 36.303(c)(1)(i).
18. The term “Polyclinic Location” means any Polyclinic health care clinic listed in Paragraph 2.

V. EQUITABLE RELIEF

A. Prohibition of Discrimination

19. Nondiscrimination. Polyclinic shall provide appropriate Auxiliary Aids and Services, including Qualified Interpreters, where such aids and services are necessary to ensure effective communication with Patients and Companions who have hearing, speech, and/or vision disability. Pursuant to 42 U.S.C. § 12182(a), Polyclinic shall also provide Patients and Companions who have a hearing, speech, and/or vision disability with the full and equal enjoyment of the services, privileges, facilities, advantages, and accommodations of Polyclinic as required by this Agreement and the ADA and its implementing regulations.
20. Discrimination by Association. Polyclinic shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of that person with someone who has a hearing, speech, and/or vision disability. 42 U.S.C. § 12182(b)(1)(E).
21. Retaliation and Coercion. Polyclinic shall not retaliate, interfere with or coerce any person who made, or is making, a complaint according to the provisions of this Agreement or exercised, or is exercising, his or her rights under this Agreement or the ADA, or who has assisted or participated in the investigation of any matter covered by this Agreement. 42 U.S.C. § 12203.

B. Effective Communication

22. Appropriate Auxiliary Aids and Services. Consistent with 42 U.S.C. § 12182(b)(2)(A)(iii), Polyclinic will provide to Patients and Companions who have a hearing, speech, and/or vision disability any appropriate Auxiliary Aids and Services necessary for effective communication after making the assessment described in Paragraphs 23–24. Appropriate Auxiliary Aids and Services will be provided as soon as practicable (without compromising patient care), except that the provision of on-site interpreters must be within the time frame described in Paragraph 32.
23. Method of Assessment for Effective Communication.
 - a. *Standard*. The determination of appropriate Auxiliary Aids and Services, and the timing, duration, and frequency with which they will be provided, will be made by Polyclinic in consultation with the Patient or Companion who has a hearing, speech, and/or vision disability. The determination will take into account all relevant facts and circumstances, including, for example, the individual's communication skills and knowledge, and the nature and complexity of the communication at issue. If a Qualified Interpreter is requested, Polyclinic will determine if the Patient or Companion needs an on-site Qualified Interpreter, or if VRI could be appropriate and in which circumstances. If lip-reading is requested, Polyclinic will take steps to ensure that the Patient or Companion can see and readily understand what is being

said, including use of clear or windowed face masks approved by the Food and Drug Administration (FDA).

- b. *Initial Assessment.* Within **sixty (60) days** following the Effective Date of this Agreement, Polyclinic will provide all Patients or Companions who have a hearing, speech, and/or vision disability with a notice of Auxiliary Aids and Services and model communication assessment form substantially similar to the Model Communication Assessment Form attached to this Agreement as **Exhibit A**. Polyclinic may provide this assessment as part of its intake process and may document the questions and responses in its electronic health record (“EHR”). Within **one hundred and twenty (120) days** following the Effective Date of this Agreement, Polyclinic will provide the form in Unified English Braille (contracted/Grade 2) and large print (at least 20-point font) to Patients or Companions where necessary for effective communication and will provide appropriate assistive technology to facilitate completion of the form. The information provided on the completed hard-copy communication assessment form will be incorporated into the Patient’s EHR.
- c. *On-Going Relationship.* For a Patient or Companion with a hearing, speech, and/or vision disability who has an ongoing relationship with Polyclinic, Polyclinic will continue to provide appropriate Auxiliary Aids or Services to the Patient or his or her Companion necessary for effective communication. Polyclinic Medical Personnel will continue to assess the communications needs of the Patient or Companion and will amend the provision of an Auxiliary Aid or Service, as appropriate. Polyclinic will keep records that reflect the ongoing provision of Auxiliary Aids and Services to Patients and Companions who have a hearing, speech, and/or vision disability including notations in Patients’ records.

24. Timing of Assessment for Effective Communication.

- a. *Initial Assessment.* Within **sixty (60) days** following the Effective Date of this Agreement, Polyclinic will determine which appropriate Auxiliary Aids and Services are necessary. Appropriate Auxiliary Aids and Services will be provided to Patients and/or Companions: (i) at the time an appointment is scheduled for the Patient who has or whose companion has a hearing, speech, and/or vision disability, or (ii) on the arrival of the Patient or Companion who has a hearing, speech, and/or vision disability at Polyclinic, whichever is earlier.
- b. *Ongoing Relationships/Re-Assessment.* Within **sixty (60) days** following the Effective Date of this Agreement, Polyclinic will implement policies and procedures to expedite arrangements for the provision of Auxiliary Aids and Services for Patients or Companions with on-going relationships with Polyclinic. These policies and procedures should include, but are not limited to, a requirement that when a Patient who has a hearing, speech, and/or vision disability (or who has a known Companion who has a hearing, speech, and/or vision disability) makes an appointment at Polyclinic, Medical Personnel will confirm, as part of the appointment process, what Auxiliary Aid or Services are necessary for effective communication. Further,

Polyclinic Medical Personnel will arrange for the provision of the appropriate Auxiliary Aid or Service as soon as is practicable after the appointment is scheduled.

- c. As part of their scheduling obligations, Polyclinic Medical Personnel will take steps necessary to ensure Auxiliary Aids or Services necessary for effective communication throughout the expected period of necessity.
- d. When a Patient or Companion who has a hearing, speech, and/or vision disability provides notice to Polyclinic that they are *en route* to an Polyclinic urgent care clinic, Polyclinic Medical Personnel will make reasonable efforts to conduct a communication assessment and take steps so that Auxiliary Aids and Services are available as soon as practicable after the Patient or Companion's arrival at an Polyclinic urgent care clinic.

25. Assistive Device Point Persons. Polyclinic will designate an Assistive Device Point Person ("ADPP"). This ADPP or his or her designee(s) will always be on duty and available to Polyclinic staff, Patients, and Companions during the same hours of operation and days of week in which Polyclinic is open to the public. The ADPP's responsibilities include, but are not limited to:

- a. Answering questions from staff regarding how to provide appropriate assistance to Patients and Companions who have a hearing, speech, and/or vision disability, including how to obtain immediate access to, and proper use of, the appropriate Auxiliary Aids and Services;
- b. Assisting Patients and Companions in resolving immediate concerns;
- c. Knowing where the appropriate Auxiliary Aids are stored and how to operate them;
- d. Distributing and replacing Auxiliary Aids and Services as appropriate;
- e. Maintaining Auxiliary Aids in good working order;
- f. Knowing when Qualified Interpreters are necessary for effective communication and how to obtain a Qualified Interpreter for a patient or companion. If a Polyclinic location provides walk-in, urgent care, and/or appointments upon short notice, the ADPP must also know how to obtain a Qualified Interpreter upon short notice.

Polyclinic will create and host a web-based with the heading "Assistive Device Point Person" which will identify the telephone number through which the on-duty ADPP can be contacted by Polyclinic Medical Personnel providing services to individuals who have a hearing, speech, and/or vision disability. The ADPP and his or her designees will be designated by Polyclinic no later than **sixty (60) days** following Effective Date of this Agreement and notice of such designation for Polyclinic will be provided to the USAO.

26. Auxiliary Aid and Service Log. Polyclinic will maintain logs in which requests for Qualified Interpreters on-site or through video remote services for persons have a hearing, speech, and/or vision disability will be documented. The log will indicate:

- a. The name of the Patient or Companion who has a hearing, speech, and/or vision disability;
- b. The nature of the Auxiliary Aid or Service requested;
- c. The time and date the request was made by the Patient or Companion (if applicable);
- d. The name of the staff member making the request;
- e. The time and date the request was fulfilled; and
- f. The nature of the Auxiliary Aid or Service provided.
- g. If VRI was provided for the Patient or Companion, the log shall indicate whether Polyclinic Medical Personnel, the Patient, or Companion observed or complained of any lags, choppy, blurry, or grainy images, or irregular pauses in communication. If so, the log will specify how Polyclinic provided effective communication and what was done to ensure VRI quality for future use.
- h. If the Auxiliary Aid or Service determined necessary and requested by the staff member was not provided, was not provided in the type requested, or was provided outside of the timeliness provisions contained in Paragraph 32, the log shall indicate the request was unfulfilled and contain a statement explaining the circumstances, including whether the appointment was cancelled or if not how effective communication was provided, and specify whether the interpreter failed to show, or cancelled or declined the request.

Such logs will be maintained for the duration of the Agreement and will be incorporated into the semi-annual Compliance Reports as described in Paragraph 44. Polyclinic will implement the Auxiliary Aid and Service Logs no later than **one hundred eighty (180) days** following execution of this Agreement.

27. Grievance Procedure. Polyclinic will maintain a complaint resolution mechanism for the investigation of disputes regarding effective communication with Patients and Companions who have a hearing, speech, and/or vision disability. In particular:

- a. Polyclinic will maintain records of all complaints regarding effective communication, whether oral or written, made to Polyclinic and actions taken with respect thereto for the duration of this Agreement.
- b. At the time Polyclinic completes its assessment described in Paragraph 23 and advises the Patient and/or Companion of its determination of which Auxiliary Aids

and Services are appropriate, Polyclinic will notify persons who have a hearing, speech, and/or vision disability of its complaint resolution mechanism, to whom complaints should be made, and of the right to receive a written response to the complaint.

- c. A written response to any complaint filed shall be provided to the complainant as soon as is practicable, but in no event longer than **thirty (30) days** after receipt of the complaint.

28. Prohibition of Surcharges. All appropriate Auxiliary Aids and Services required by this Agreement will be provided free of charge to Patients and/or Companions who have a hearing, speech, and/or vision disability.

C. **Qualified Interpreters**

29. Circumstances Under Which Interpreters May be Required. Although the determination of whether and what Auxiliary Aids and Services are appropriate to a given situation is generally to be made on a case-by-case basis (as informed by its assessment pursuant to Paragraph 23), some circumstances may require that Polyclinic provide a Qualified Interpreter to Patients or Companions who rely upon such types of communications. Such circumstances may arise when a patient or companion is unable to use written communication due to a visual disability or limited English reading and writing proficiency, or if the communication is particularly complex or lengthy. Examples of circumstances when it may be necessary to provide an interpreter include, but are not limited to:

- a. Discussing a patient's symptoms for diagnostic purposes, and discussing medical condition, medications, and medical history;
- b. Explaining medical conditions, treatment options, tests, medications, surgery, and other procedures;
- c. Providing a diagnosis or recommendation for treatment;
- d. Communications immediately preceding, during, and immediately after surgery or other procedures and during physician's rounds;
- e. Obtaining informed consent for treatment;
- f. Providing instructions for medications, post-treatment activities, and follow-up treatments;
- g. Providing mental health services, including group or individual counseling for patients and family members;
- h. Providing information about blood or organ donations;

- i. Discussing powers of attorney, living wills, and/or complex billing and insurance matters; or
- j. During educational presentations, such as birthing or new parent classes, nutrition and weight management programs, and CPR and first-aid training.

In such circumstances, Polyclinic will presume that a Qualified Interpreter is necessary for effective communication with the Patient or Companion and will provide one unless otherwise directed by the Patient or Companion.

30. Maintaining Qualified Interpreters. Throughout the duration of this Agreement, Polyclinic will contract with individual Qualified Interpreters or agencies delivering Qualified Interpreters to provide for effective communication with all Patients and Companions who have a hearing, speech, and/or vision disability.

- a. During all hours of Polyclinic's operations, Polyclinic must maintain sufficient contracts to meet the need for Qualified Interpreters and timeframes set forth below in Paragraph 32.
 - i. Polyclinic will not be deemed out of compliance with the contracting requirements under this paragraph if it (1) timely fulfills all requests for in-person Qualified Interpreters as described in Paragraph 32; or (2) maintains contracts with five (5) agencies that provide Qualified Interpreters.
- b. At least one-third of the contracted on-site Qualified Interpreters must be accessible on an urgent or short-notice (less than 24 hours' notice) basis, and at least one of these must be capable of providing short-notice tactile interpretation.
- c. All new or contracts or contracts for Qualified Interpreters subject to renewal will include provisions to incentivize maximum acceptance and fulfillment rates, including provisions to minimize cancellations, declinations, and no-shows.
- d. Polyclinic will provide copies of its in-person Qualified Interpreter services contracts to the USAO. If Polyclinic ends or substantively alters its contracts with any of these entities or adds additional contracts during the term of this Agreement, Polyclinic will notify the USAO of the change within **thirty (30) days** of the effective date of the service agreement.
- e. Every **six (6) months**, Polyclinic will review and report pursuant to Paragraph 44 the number of Patients and Companions assessed under Paragraph 23 to need an in-person or tactile Qualified Interpreter, and the number of employed and/or contracted Qualified Interpreters. Polyclinic will modify or expand its cadre of on-site Qualified Interpreters if it finds the current pool is insufficient based on its Quality Assurance reviews under subparagraph 32(c), below.

31. Video Remote Interpreting (“VRI”). If Polyclinic relies on VRI, Polyclinic will ensure the following in order to satisfy accessibility, technical, and training requirements of 28 C.F.R. § 36.303:

- a. VRI services will provide real-time, full-motion video and audio that:
 - i. Has a dedicated high-speed, wide-bandwidth video connection or wireless connection;
 - ii. Transmits high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;
 - iii. Displays a sharply delineated image that is large enough to display the interpreter’s face, arms, hands, and fingers, and the participating individual’s face, arms, hands, and fingers, regardless of his or her body position; and
 - iv. Produces a clear, audible transmission of voices.
- b. Polyclinic will provide annual trainings to all Active Clinician Members of Polyclinic and other involved individuals so that they may quickly and efficiently set up and operate the VRI. The training will include:
 - i. How to operate the VRI;
 - ii. How to properly position the VRI device and ensure the patient and interpreter are able to see one another adequately; and
 - iii. How to troubleshoot, document, and report VRI failures to satisfy subparagraph 31(a), above.
- c. Polyclinic will use other Auxiliary Aids when there are any indicators that VRI is not providing effective communication, with such indicators including but not limited to: (1) a patient’s limited ability to move his or her head, hands, or arms; vision or cognitive issues; or significant pain; (2) space limitations in the room; or (3) the complexity of the medial issue. Whenever, based on the circumstances, VRI does not provide effective communication with a Patient or Companion who has a hearing, speech, and/or vision disability, an on-site Qualified Interpreter shall be requested and provided in a timely manner as required by Paragraph 32. In such instances, the four (4) hours begin, for purposes of subparagraph 32(b)(ii), below, when it becomes evident that VRI cannot provide effective communication for that interaction.

32. Provision of Interpreters in a Timely Manner. Polyclinic will take reasonable steps in its control to provide an on-site Qualified Interpreter whenever requested by a Patient or

Companion or when a determination is made that an on-site Qualified Interpreter is necessary for effective communication.

- a. *Scheduled Interpreter Requests.* A “scheduled interpreter request” is a request for an interpreter made twenty-four (24) or more hours before the services of the interpreter are required. For scheduled interpreter requests, Polyclinic Medical Personnel will complete the assessment described in Paragraphs 23 and 24 in advance, and, when a Qualified Interpreter is appropriate, Polyclinic will make a Qualified Interpreter available **at the time of the scheduled appointment**. If an on-site Qualified Interpreter is requested but fails to arrive for the scheduled appointment, upon notice that the Qualified Interpreter failed to arrive, Polyclinic will immediately seek services from another Qualified Interpreter and comply with the timeframes set forth in subparagraph 32(b), below.
- b. *Non-Scheduled Interpreter Requests:* A “non-scheduled interpreter request” means a request for an interpreter made by a Patient or Companion who has a hearing, speech, and/or vision disability less than twenty-four (24) hours before the Patient’s appearance at Polyclinic for examination or treatment. For non-scheduled interpreter requests, Polyclinic Medical Personnel will complete the assessment described in Paragraphs 23 and 24.
 - i. A Qualified Interpreter (**via VRI**) will be provided as soon as practicable, unless VRI is likely ineffective, but no more than **30 minutes** from the time Polyclinic completes the assessment (absent exigent circumstances affecting patient care which may extend the time for providing such service).
 - ii. In the event that an **on-site** Qualified Interpreter is required, an interpreter will be provided as soon as practicable, and no more than **four (4) hours** from the time it becomes clear that an on-site interpreter is necessary for effective communication.
 - iii. As described below in subparagraph 32(c), below, Polyclinic will document the on-site interpreter service’s response time, including the time of contact and the time of arrival, and will review and address deviations to improve performance.
 - iv. If no onsite Qualified Interpreter can be located, Polyclinic Medical Personnel will:
 - 1) Exert reasonable efforts—which shall be deemed to require no fewer than five (5) telephone inquiries and/or emails and/or text messages unless exceptional circumstances intervene—to request an on-site Qualified Interpreter;
 - 2) Inform the ADPP of the efforts made to locate an interpreter and solicit assistance in locating an interpreter;

- 3) Use other necessary and available Auxiliary Aids to inform the Patient or Companion (or a family member or friend, if the Patient or Companion is unavailable) of the efforts taken to secure a Qualified Interpreter and that the efforts have failed, and follow up on reasonable suggestions for alternate sources of Qualified Interpreters, such as contacting a Qualified Interpreter known to that person; and
 - 4) Document all of the above efforts described in subparagraph 32(b)(iv)(1) – (3), above.
 - v. If no on-site Qualified Interpreter can be located, Polyclinic shall be deemed to have complied with its obligations under subparagraph 32(b) if it has made the efforts required by subparagraphs 32(b)(iv)(1) – (3) and documented them as required by subparagraph 32(b)(iv)(4).
- c. *Data Collection and Quality Improvement on Interpreter Response Time and VRI Quality.* Polyclinic will establish a quality improvement process to monitor its performance. The quality improvement process will include at minimum:
- i. Review of documentation in the Auxiliary Aid and Service Log, described in Paragraph 26, of the fulfillment rate and response time of each Qualified Interpreter service it uses to provide communication to Patients or Companions who have a hearing, speech, and/or vision disability;
 - ii. Review of documentation and investigation, per the complaint resolution process identified in Paragraph 27, of any complaints by the Patients or Companions who have a hearing, speech, and/or vision disability regarding the quality and/or effectiveness of services provided by the interpreter service; and
 - iii. Active and affirmative quality improvement efforts including, but not limited to, expanding contracted interpreters, vendors, amending vendor contract terms, and providing additional training.

33. Notice to Patients and Companions Who Have a Hearing, Speech, and/or Vision Disability

As soon as Polyclinic Medical Personnel have determined that a Qualified Interpreter is necessary for effective communication with a Patient or Companion who has a hearing, speech, and/or vision disability, Polyclinic will inform the Patient or Companion (or a family member or friend, if the Patient or Companion is not available) of the current status of efforts being taken to secure a Qualified Interpreter on his or her behalf. Polyclinic will provide additional updates to the Patient or Companion as necessary until an interpreter is secured. Notification of efforts to secure a Qualified Interpreter does not lessen Polyclinic’s obligation to provide Qualified Interpreters in a timely manner as required by Paragraph 32.

34. Other Means of Communication. Polyclinic agrees that between the time a Qualified Interpreter is requested and provided, Polyclinic Medical Personnel will continue to try to communicate with the Patient or Companion who has a hearing, speech, and/or vision disability for such purposes and to the same extent as they would have communicated with the person but for the disability. Polyclinic will maintain and use sign language pictographs and other assistive technologies for individuals with hearing and vision disabilities to communicate with the individual while waiting for a Qualified Interpreter. This provision in no way lessens Polyclinic's obligation to provide Qualified Interpreters in a timely manner as required by Paragraph 32.
35. Restricted Use of Certain Persons to Facilitate Communication. Polyclinic will not rely on an adult friend or family member of the Patient or Companion who has a hearing, speech, and/or vision disability except:
- a. In an emergency involving an imminent threat to the safety of an individual or the public where there is no interpreter available; or
 - b. Where the Patient or Companion who has a hearing, speech, and/or vision disability specifically requests that the adult friend or adult family member interpret, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances. A Qualified Interpreter is required for the situations listed in Paragraph 29.

Polyclinic will not rely on a minor child of Patient to interpret except in the limited circumstances described in subparagraph 35(a), above.

D. Notice to the Community

36. Policy Statement. Within **ninety (90) days** following the Effective Date of this Agreement, Polyclinic shall post and maintain Unified English Braille (contracted/Grade 2) and printed signs at all Polyclinic patient lobbies, waiting areas, or administrative desks and wherever a Patient's Bill of Rights is required by law to be posted, with substantially similar language to that provided in the **Sample Posting** attached as **Exhibit B** notifying the public of the availability of Auxiliary Aids and Services and their related rights. These signs will include the international symbol for "interpreter" in raised print. Printed signs must be at least 27 inches by 41 inches in size with at least a 20-point font.
37. Website. Within **one hundred and twenty (120) days** following the Effective Date of this Agreement, Polyclinic will include on its website the same or substantially similar policy statement and information regarding how to request Auxiliary Aids or Services and information regarding how to file a complaint with Polyclinic, through its complaint process, and through ada.gov. The information will include how to contact the designated ADPP for assistance. Further, all new and redesigned web pages, web applications, and web content published by Polyclinic must act in accordance with the Web Content Accessibility Guidelines 2.1 AA.

E. Policy Revisions

38. Policy Revisions. Polyclinic will revise its policies to be consistent with ADA requirements regarding effective communication and the terms of this Agreement. Such revisions must be provided to the USAO within **ninety (90) days** of this Agreement for review. Once approved by the USAO, the policy will be distributed to Polyclinic Medical Personnel and all Active Clinician Members of Polyclinic in accordance with the timelines set forth in the Notice and Training sections that follow.

F. Training

39. Policy Statement. All training described in Section F shall include, but shall not be limited to, a policy statement containing language to the following effect:

If you recognize or have any reason to believe that a patient or a relative, close friend, or companion of a patient has a hearing, speech, and/or vision disability, you must advise the person that appropriate auxiliary aids and services will be provided free of charge to the patient or companion. Examples of auxiliary aids and services include, but are not limited to, qualified sign language interpreters, notetakers, real-time computer-aided transcription services, written materials, exchange of written notes, assistive listening devices, assistive listening systems, closed caption decoders, voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices, videotext displays; accessible electronic and information technology, Unified English Braille (contracted/Grade 2) materials and displays; and large print materials. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place. If you are the responsible health care provider, you must ensure that such aids and services are provided when appropriate. All other personnel should direct that person to the appropriate Assistive Device Point Person or his/her designee at _____ and reachable at _____.

40. Training of the Assistive Device Point Person and His or Her Designees. Polyclinic will provide mandatory training for the ADPP and his or her designees as set forth in Paragraph 25. Written materials, presentation slides, and outlines for such training must be provided to the USAO within **ninety (90) days** of the Effective Date of this Agreement for review. Once approved by the USAO, the training will occur within **thirty (30) days**. Such training shall include, but shall not be limited to, the Policy Statement described in Paragraph 36, above, and will be sufficient in duration and content to train the ADPP and his or her designees in the following areas:

- a. to promptly identify communication needs of Patients and Companions who have a hearing, speech, and/or vision disability, including when an in-person Qualified Interpreter is necessary per Paragraph 29;

- b. to secure Qualified Interpreter services as quickly as possible when necessary and how to do so per Paragraph 32;
- c. to use, when appropriate, communication boards, personal devices (such as a Braille device), flash cards and/or pictographs (in conjunction with any other available means of communication that will augment the effectiveness of the communication) per Paragraph 34;
- d. how, when, and when not to use VRI services per Paragraph 31;
- e. to inform Polyclinic Medical Personnel to notify the ADPP or his or her designee of Patients and Companions have a hearing, speech, and/or vision disability as soon as Patients schedule health care services at Polyclinic; and
- f. Polyclinic's complaint resolution procedure described in Paragraph 27 of this Agreement.

41. Training of Polyclinic Medical Personnel. Except for Active Clinician Members of Polyclinic, who are governed by Paragraph 42, Polyclinic will provide mandatory in-service training to all clinical staff who have contact with Patients.

- a. The training shall include, but shall not be limited to, the Policy Statement described in Paragraph 36, above.
- b. The training will address the needs of Patients and Companions who have a hearing, speech, and/or vision disability and will include the following objectives:
 - i. To promptly identify communication needs of Patients and Companions who have a hearing, speech, and/or vision disability, including when an in-person Qualified Interpreter is necessary per Paragraph 29;
 - ii. to secure Qualified Interpreter services or VRI services as quickly as possible when necessary and how to do so per Paragraph 32;
 - iii. to use, when appropriate, communication boards, flash cards and/or pictographs, and assistive technologies for individuals with hearing and vision disabilities (in conjunction with any other available means of communication that will augment the effectiveness of the communication) per Paragraph 34; and
 - iv. how, when, and when not to use VRI services per Paragraph 31.
- c. Written materials, presentation slides, and outlines for such training must be provided to the USAO within **one hundred and twenty (120) days** of this Agreement for review. Once approved by the USAO, the training will occur within **sixty (60) days**.

- d. New employees hired after this training is approved, must receive this training within **thirty (30) days** of their hire.
42. Training of Active Clinician Members of Polyclinic. Within **thirty (30) days** of the USAO's approval of the policy revisions referenced in Paragraph 38, Polyclinic will provide electronically to Active Clinician Members of Polyclinic a copy of its policy/policies relating to effective communication with Patients or Companions who have a hearing, speech, and/or vision disability. The policy/policies provided to Active Clinician Members of the Polyclinic shall include the Policy Statement described in Paragraph 38, above.
43. Training Attendance Records. Polyclinic will maintain for the duration of this Agreement, confirmation of training conducted pursuant to Paragraphs 31 and 40–43, which will include the names and respective job titles of the attendees, as well as the date of the training session. Polyclinic will also include in each of its Compliance Reports (Paragraph 44), an attestation that it has complied with the training and notice requirements of Paragraphs 39 and 40–43 or an explanation of how it has departed from such requirements, why, and what remedial measures to address the deficiency are being taken.

H. Reporting, Monitoring, and Violations

44. Compliance Reports. Beginning **six (6) months** after the Effective Date of this Agreement and every **six (6) months** thereafter for the entire duration of the Agreement, Polyclinic will provide a written report (“Compliance Report”) to the USAO regarding the status of its compliance with this Agreement. The Compliance Report will include data relevant to the Agreement, including but not limited to:
 - a. Information required in Auxiliary Aid and Service Log described in Paragraph 26;
 - b. Information maintained in the complaint records described in Paragraph 27, including the number of complaints received by Polyclinic from Patients and Companions who have a hearing, speech, and/or vision disability regarding Auxiliary Aids and Services and/or effective communication, and the resolution of such complaints including any supporting documents;
 - c. Information regarding training compliance as described in Paragraphs 31 and 43;
 - d. The number of Patients and Companions assessed under Paragraph 23 to need an in-person or tactile Qualified Interpreter, and the number of employed and/or contracted Qualified Interpreters; and
 - e. Information regarding quality improvement data efforts described in Paragraph 32(c).

Polyclinic will maintain records to document the information contained in the Compliance Reports and will make them available, upon request, to the USAO.

45. Complaints. During the term of this Agreement, Polyclinic will notify the USAO if any person files a lawsuit, complaint, or formal charge with a state or federal agency, alleging that Polyclinic failed to provide Auxiliary Aids and Services to Patients or Companions who have a hearing, speech, and/or vision disability, or otherwise failed to provide effective communication with such Patients or Companions. Such notification must be provided in writing via certified mail within **thirty (30) days** of the date Polyclinic received notice or service of the allegation and will include, at a minimum, the nature of the allegation, the name of the person making the allegation, and any documentation of the allegation provided by the complainant. Polyclinic will reference this provision of the Agreement in the notification to the USAO.

VI. MONETARY RELIEF

46. Payment to the United States to Vindicate the Public Interest. Within **thirty (30) days** of the Effective Date of this Agreement, Polyclinic will pay the United States TWENTY-FIVE THOUSAND DOLLARS (\$25,000) to vindicate the public interest pursuant to 42 U.S.C. § 12188(b)(2)(C). Full payment will be made by electronic funds transfer pursuant to instructions to be provided by the U.S. Attorney's Office for the Western District of Washington.

47. Compensatory Relief for D.K. Within **thirty (30) days** after receiving the executed Agreement and D.K.'s signed release (Release Form is at **Exhibit C**), Polyclinic will pay Complainant D.K. TWENTY-FIVE THOUSAND DOLLARS (\$25,000). This payment is compensation to Complainant D.K. pursuant to 42 U.S.C. § 12188(b)(2)(B), for the effects of the alleged discrimination suffered as described in Paragraph 8. Full payment will be made by issuing a check in that amount to an address to be provided. In addition, Polyclinic will send a copy of the check and a copy of the mailing envelope to the USAO to the attention of the Assistant U.S. Attorney handling this matter.

48. Compensation Fund.

a. *Compensation Fund*. Within **sixty (60) days** of the Effective Date of this Agreement, Polyclinic shall deposit a sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) in an interest-bearing settlement account for Eligible Persons under this Agreement ("Compensation Fund") as compensatory damages to be apportioned as detailed herein. This account shall be established, maintained, and administered by the Claims Administrator (described in Paragraph 48(b)), and shall be identified on payment checks using the short-hand title, "Polyclinic Compensation Fund."

i. Title to this account shall be in the name of "Polyclinic for the benefit of aggrieved individuals pursuant to the USAO investigation USAO #2023v00738 and DJ# 202-82-249." Polyclinic shall submit written verification to the USAO that the funds have been deposited.

- ii. The original deposits, and all interest accrued on that amount, shall make up the Compensation Fund and be available solely for compensation of Eligible Persons under this Agreement with the limited exception of “residual amounts” addressed in Paragraph 48(1).
 - iii. Polyclinic shall bear all costs of administering the Compensation Fund, including costs associated with establishing the account, maintaining it, and issuing payments. Copies of account statements shall be provided within **seven (7) business days** of their issuance to the USAO and the Claims Administrator.
- b. *Retention of Claims Administrator.* Within **thirty (30) days** of the Effective Date, Polyclinic and the USAO will agree upon a third-party organization to serve as claims administrator for the purposes of compensating persons harmed through the conduct described above from the Compensation Fund (“Claims Administrator”).
- i. Within **thirty (30) days** of the Effective Date, Polyclinic will contract to retain the Claims Administrator to conduct the activities set forth in this Agreement (“Retention Date”). Polyclinic will obtain the USAO’s consent to the contract prior to its execution. Polyclinic will bear all costs associated with the claims administration. Polyclinic’s contract with the Claims Administrator will require that the Claims Administrator comply with the provisions of this Agreement, as applicable to the Claims Administrator.
 - ii. The Claims Administrator must receive training from an expert consultant necessary to acquire basic knowledge of Deaf and Deaf-Blind culture and skills in communicating with persons who have a hearing, vision, or speech disability through sign language interpretation services or other Auxiliary Aids and Services. This consultant must have expertise, through lived or professional experience, in communicating with individuals with hearing, visual, and/or speech disabilities. The Claims Administrator must commit to communicating in an accessible and culturally competent manner, using the preferred Auxiliary Aids and Services of Potential Eligible Persons and Eligible Persons, when appropriate, for all substantive communications with Potential Eligible Persons and Eligible Persons, as defined below.
 - iii. The Claims Administrator’s contract will require the Claims Administrator to work under the oversight of the USAO in the conduct of the Claims Administrator’s activities, including reporting regularly to and providing all requested information to the USAO. All information and data provided to the Claims Administrator pursuant to this Agreement shall be used by the Parties and the Claims Administrator only for the purposes of implementing this Agreement and shall be kept confidential. The Claims Administrator shall execute and adhere to a Health Insurance Portability and Accountability Act (HIPAA) compliant Business Associate Agreement (BAA) acceptable to

Polyclinic prior to the receipt of any Polyclinic patient protected health information (PHI) as defined by HIPAA.

- c. *Potential Eligible Persons.* “Potential Eligible Persons” are individuals, other than the named Complainant D.K., who were not provided an accommodation for a hearing, vision, or speech disability, including but not limited to a Qualified Interpreter, that was requested by or for the individual during the Claims Period. The USAO and Polyclinic affirm that Polyclinic has, prior to the Effective Date of this Agreement, provided to the USAO a complete list of all Potential Eligible Persons (“Potential Eligible Persons List”), which includes for each, where known:
- i. Full name;
 - ii. Polyclinic medical record number (MRN);
 - iii. The number of appointments cancelled by Polyclinic due to lack of accommodation; and
 - iv. Contact information, including permanent address, last known addresses, phone numbers, and email addresses.

Polyclinic will provide the Potential Eligible Persons List to the Claims Administrator, without the MRN, for purposes of administering claims under this Agreement. Polyclinic will provide the Claims Administrator and the USAO any additional information reasonably requested by the Administrator or the USAO in furtherance of any aspect of the claims process pursuant to this Agreement.

- d. *Initial Notice to Potential Eligible Persons.* Within **sixty (60) days** after receiving from The Polyclinic the Potential Eligible Persons List, the Claims Administrator shall provide notice to all Potential Eligible Persons about how to make a claim for compensation. The notice shall consist of the following:
- i. The Claims Administrator shall send the Notice of Agreement and Claim Form (attached as **Exhibit D**) (amended with appropriate information and on Polyclinic’s letterhead), via first-class (with a postage pre-paid return envelope) and via electronic mail, if possible, to each Potential Eligible Person listed. The form will prominently state the URL for a Claim Website, described in subparagraph 48(d)(ii), below. If a Potential Eligible Person is known to have a visual impairment or is blind, the Claims Administrator will send the form in large print (at least 20-point font) or Braille, as appropriate.
 - ii. The Claims Administrator shall create and maintain a Claim Website until after the Final Payment Date. The Claims Administrator will post on the Claim Website a copy of the Notice of Agreement and Claim Form along with a captioned video of an individual translating the Notice of Agreement and Claim Form into American Sign Language (ASL).

- e. *Locating Potential Eligible Persons.* The Claims Administrator will work with the expert consultant retained pursuant to subparagraph 48(b)(ii) and will utilize all reasonable methods routinely used by companies that administer litigation and government enforcement compensation funds, such as relying upon last known contacts, searches in public databases, and social media searches, to locate each Potential Eligible Person. For every individual on the Potential Eligible Person List whose Notice of Agreement and Claims Form is returned to the Claims Administrator as undeliverable, the Administrator will conduct a trace and search for additional contact information using reasonably available methods and technology. Within **fifteen (15) days** of receiving a returned Notice of Agreement and Claims Form as undeliverable, the Claims Administrator shall mail the Notice of Agreement and Claims Form via first class mail to all additional addresses generated for the individual from the Administrator's database search, and also attempt to reach the individual by phone and email if possible. Further, for any person who has not responded to the Notice of Agreement and Claims Form within **sixty (60) days** of its mailing, the Claims Administrator shall follow up within **fifteen (15) days** by phone and electronic mail (if possible) to ascertain the individual's interest in making a potential claim. The efforts described in this paragraph shall be considered "Good Faith Efforts" for purposes of this Agreement.
- f. *Contact Reporting.* After **seventy-five (75) days** have passed since the mailing of the Notice of Agreement and Claims Form, the Claims Administrator shall send the USAO and Polyclinic a list containing: (1) the names and contact information of all Potential Eligible Persons who responded affirmatively to the notice; (2) identification of all Eligible Persons (defined in Paragraph 48(g), below); (3) if applicable, a brief description of why any Potential Eligible Person was deemed not eligible; and (4) the efforts the Claims Administrator took to reach Potential Eligible Persons who did not respond.
- g. *Eligible Persons.* An Eligible Person shall be any person from the Potential Eligible Persons List who timely responds affirmatively, either through mail, e-mail, or phone, to the Claims Administrator confirming that they: (a) are interested in being considered for compensation under the Compensation Fund from this Agreement, and (b) have a hearing, vision, or speech disability. Timeliness shall be measured as a response received prior to **one hundred twenty (120) days** of the initial mailing of the Notice of Agreement and Claims Form. As soon as this period has elapsed, the Claims Administrator shall finalize a Final Distribution List of all Eligible Persons, including the amount of compensation due to each under subparagraph 48(h), below. In all communications between the Claims Administrator and Potential Eligible Persons, the Claims Administrator shall advise the Potential Eligible Person regarding the deadline for response.
- h. *Compensation Amounts.* For purposes of determining the amount of compensation due to each Eligible Person, compensation shall be assessed based on the number of

- appointments during the Claims Period in which the Eligible Person requested but did not receive an accommodation as set forth in the Potential Eligible Persons List. Specifically, compensation shall be allocated according to a fund distribution proposal approved by the USAO prior to the Effective Date of this Agreement.
- i. *Distribution of the Compensation Fund.* The Claims Administrator shall use the same Good Faith Efforts to notify Eligible Persons of the amount of compensation they are to be paid under the Agreement within **thirty (30) days** of the creation of the Final Distribution List, along with a Release of Claims (**Exhibit D**). Within **thirty (30) days** of receiving an executed Release of Claims, the Claims Administrator shall issue a check from the Compensation Fund in the amount consistent with the Final Distribution List. All such payments shall be void if not cashed or deposited within **ninety (90) days** after the date of issue (“Void Date”). If a check is returned as undeliverable and/or goes uncashed after the Void Date, the Claims Administrator shall make reasonable attempts to contact and reissue checks to such individuals for the next **thirty (30) days**. The final day in this **thirty (30) day** period shall be the “Final Payment Date.” After the Final Payment Date, any reissued checks not yet cashed or deposited shall be void. Any Eligible Person who has failed to cash or deposit their compensation payment on or before the Final Payment Date shall no longer be entitled to any compensation under this Agreement.
 - j. *Opt Out.* Any Potential Eligible Person may decline all monetary benefits from this Agreement by not returning a signed Release. The Agreement does not limit the legal rights of any Potential Eligible Person who does not return a signed Release within the time period required herein or any individual who is not a Potential Eligible Person under this Agreement.
 - k. *Payment. No Set-Off.* Polyclinic will not be entitled to a set-off, or any other reduction, of the amount of payments to Eligible Persons, resulting from unpaid debts or otherwise, except as expressly provided herein.
 - l. *Residual Amount in Compensation Fund.* The Claims Administrator will distribute the Compensation Fund as set forth in this paragraph. Any amount that remains in the Compensation Fund after the Final Payment Date, along with any remaining interest accrued on the Compensation Fund, shall be considered the “Residual Amount.” The entire Residual Amount shall be returned to Polyclinic after the Final Payment Date to be used solely for purposes of implementing this Agreement.
 - m. *Notification of Final Payment.* After the Final Payment Date, the Claims Administrator will notify Polyclinic and the USAO that all payments of monetary relief to Eligible Persons required by this Agreement have been distributed and will inform Polyclinic and the USAO of the Residual Amount remaining in the Compensation Fund.

- n. *Taxes.* Eligible Persons shall be solely responsible for paying any taxes they owe resulting from payments they receive under this Agreement. Polyclinic shall be solely responsible for paying any applicable federal, state, and/or local taxes owed by the Compensation Fund, if any (*i.e.*, any such tax payments shall not be deducted from the Compensation Fund or from any monetary award to Eligible Persons).
- o. *Dispute Resolution.* In the event the USAO has reason to believe that the Claims Administrator is not materially complying with the terms of its contract with Polyclinic, the USAO and Polyclinic will meet and confer for the purpose of agreeing on a course of action to effect the Claims Administrator's material compliance with its contract. In the event that the USAO and Polyclinic are unable to so agree, the USAO and Polyclinic will present the matter to a mutually agreed upon mediator.

VII. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

- 49. Duration of the Agreement. This Agreement will be in effect for **two years (24 months)** from the Effective Date. The "Effective Date" of the Agreement shall be the date upon which the last signature hereto was executed.
- 50. Enforcement. In consideration of the terms of this Agreement as set forth above, the United States agrees to refrain from undertaking further investigation or from filing a civil suit under Title III in this matter, except as provided in Paragraph 51. Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States of any right to institute proceedings against Polyclinic for violations of any statutes, regulations, or rules administered by the United States or to prevent or limit the right of the United States to obtain relief under the ADA for violations unrelated to this matter.
- 51. Compliance Review and Enforcement. The United States may review compliance with this Agreement at any time and can enforce this Agreement if the United States believes that it or any requirement thereof has been violated by instituting a civil action in the U.S. District Court for the Western District of Washington. If the United States believes that this Agreement or any portion of it has been violated, it will raise its claim(s) in writing with Polyclinic. If Polyclinic believes that substantial compliance is impossible due to any unforeseen circumstances, it will notify the USAO in writing. The Parties will attempt to resolve the concern(s) in good faith. The United States will allow Polyclinic **sixty (60) days** from the date it notifies Polyclinic of any breach of this Agreement to cure said breach, prior to instituting any court action to enforce the ADA or the terms of the Agreement.
- 52. Entire Agreement. This Agreement and the attachments hereto constitute the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either Party or agents of either Party, that is not contained in this written agreement, shall be enforceable. This Agreement is limited to the facts set forth herein and does not purport to remedy any other potential violations of the ADA or any other federal law.

53. Binding. This Agreement is final and binding on the Parties, including all principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, assigns, heirs, and legal representatives thereof. Each Party has a duty to so inform any such successor in interest.

54. Non-Waiver. Failure by any Party to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

55. Execution. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Electronically transmitted signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

FOR THE UNITED STATES:



Susan Kas
Assistant United States Attorney

10/1/2025

Date

FOR THE POLYCLINIC, PLLC:

Alka-Atal Barrio, M.D.
Alka-Atal Barrio, M.D. (10/01/2025 13:49:25 PDT)

Alka Atal-Barrio, M.D.
Optum Pacific Northwest Market President and CEO

10/01/2025

Date

EXHIBIT A

Model Communication Assessment Form

Patient's Name _____

Name of Person with Disability (if other than patient) _____

Date _____ Time _____

Nature of Disability:

- Deaf
- Deaf-Blind
- Hard of Hearing
- Vision Disability
- Speech Disability
- Other: _____

Relationship to Patient:

- Self
- Family Member
- Friend / Companion
- Other: _____

Do you want a qualified sign language or oral interpreter?

- Yes. Choose preferences:
 - American Sign Language (ASL) interpreter
 - VRI
 - In-person
 - Tactile Interpreter

- Signed English Interpreter
- Oral Interpreter
- Other. Explain: _____

- No. I do not use sign language.
- No. I do not feel an interpreter is necessary or do not want one.

Which of these would be helpful for you for effective communication?

- Assistive listening device (sound amplifier)
- Writing back and forth
- CART: Computer-Assisted Real Time Transcription Service
- Other. Explain: _____

Do you need accessible phone communications?

- TTY
- Other modifications of policies, practices, or procedures. Explain: _____

We ask this information so we can communicate with you effectively. All communication aids and services are provided **FREE OF CHARGE**. If you need further assistance, please ask a member of our office staff.

Any questions? Please call our office, _____, or visit _____ during normal business hours.

EXHIBIT B

Nondiscrimination Statement

Discrimination is Against the Law.

The Polyclinic complies with applicable Federal civil rights laws and does not discriminate or exclude people or treat them differently because of age, race, color, creed, national origin, ethnicity, religion, marital status, sex, sexual orientation, gender identity or expression, disability, citizenship, medical condition, or any other basis prohibited by federal, state, or local law. The Polyclinic provides:

- Free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

➤ **If you need these services, please contact ---**

The Polyclinic is committed to providing equal access to patients, family members, and companions with disabilities.

To ensure effective communication, The Polyclinic provides qualified sign language and oral interpreters, and other auxiliary aids and services free of charge for patients, family members, and companions who have a hearing, vision, or speech disability.

If an auxiliary aid or service is denied, you can request a reconsideration by providing a written statement explaining why you need the aid or service that was denied. If needed, any personnel can help write down your request for reconsideration. If you have any problems, please speak to the [Patient's Right Coordinator] toll free at --- or via email at --- .

If you have a complaint regarding the provision of auxiliary aids or services, or failure to provide such service, you can file a complaint with the [Patient's Right Coordinator] toll free at toll free at --- or via email at --- .

The Americans with Disabilities Act (ADA) prohibits discrimination against people with disabilities. People who have a hearing, vision, or speech disability have the right under the ADA to request auxiliary aids and services. For more information about the ADA, call the Department of Justice's toll-free ADA Information Line at 1-800-514-0301 (voice), 1-800-514-0383 (TTY) or visit the ADA Home.

If you believe that The Polyclinic has failed to provide these services or discriminated in another way on the basis of age, race, color, creed, national origin, ethnicity, religion, marital status, sex, sexual orientation, gender identity or expression, disability, citizenship, or medical condition, you can file a grievance with the Patient's Rights Coordinator by mail: Attn: The Polyclinic [Patient's Rights Coordinator], _____. If you need help filing a grievance, the Patient's Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

EXHIBIT C

Release of Liability

By signing this Release of Liability (Release) and accepting a payment of twenty-five thousand dollars (\$25,000), I release and discharge The Polyclinic, Optum Health of Washington (Optum), and UnitedHealth Group (UnitedHealth) from any claims, liabilities or obligations of any kind, whether express or implied, known or unknown, related to the investigation conducted by the U.S. Attorney’s Office for the Western District of Washington, a component of the U.S. Department of Justice (DOJ) (USAO #2023v00738; DJ #202-82-249) (the Investigation).

I recognize and affirm that this Release shall be binding upon me, my marital community, heirs, executors, administrators, representatives, successors, and assigns.

This Release shall be for the benefit of The Polyclinic, Optum, and UnitedHealth, along with any of their current and former parents, subsidiaries, and affiliated corporations and entities, and with respect to each such entity, each of their respective officers, directors, employees, shareholders, owners, members, investors, partners, attorneys, agents, representatives, successors, and assigns.

This Release is general and comprehensive in nature, and shall extend to any claims, liabilities, obligations, demands, debts, losses, agreements, contracts, damages, costs, or attorney’s fees and expenses, whether express or implied, known or unknown, related to the Investigation.

The claims covered by this Release include any and all claims arising under, relating to, or in any way involving the conduct occurring between January 1, 2021 and September 30, 2025 that is the subject of the Investigation, including, but not limited to, claims under any provision of the Americans with Disabilities Act (ADA) or any state or local law or regulation relating to accommodation for hearing, vision, and/or speech disabilities.

This Release becomes effective upon payment and is lasting and forever.

Signature

Date Signed

EXHIBIT D

NOTICE OF SETTLEMENT OF CLAIMS THAT AFFECT YOU

BACKGROUND

On _____, 2025, the United States of America and The Polyclinic, PLLC entered into an agreement to resolve all claims related to an investigation (Investigation) conducted by the U.S. Attorney's Office for the Western District of Washington, a component of the U.S. Department of Justice (DOJ) (USAO #2023v00738; DJ #202-82-249). The Investigation was about whether The Polyclinic had provided qualified interpreters for patients with hearing, vision, and/or speech disabilities. The United States and The Polyclinic are sometimes referred to as "the Parties," and the agreement is referred to as the "Settlement Agreement."

The Polyclinic is a physician group practice whose clinics are located primarily in Seattle, Washington. The Polyclinic is associated with Optum Health of Washington (Optum) and the UnitedHealth Group (UnitedHealth). The Polyclinic, Optum, and UnitedHealth may be referred to herein as "The Polyclinic." Based on its Investigation, the DOJ contends that The Polyclinic failed to provide qualified interpreters necessary for effective communication with a number of patients between January 1, 2021 and September 30, 2025 (the Claims Period). The DOJ contends that The Polyclinic's alleged denials of auxiliary aids and services necessary for effective communication with certain patients violates provisions of the Americans with Disabilities Act (ADA).

The Parties agree that it is in the Parties' best interest, and the United States believes that it is in the public interest, to resolve the Investigation and all potential claims arising under the Investigation during the Claims Period on mutually agreeable terms without further investigation, enforcement action, or litigation. The Parties' resolution of the Investigation is reflected in the Settlement Agreement.

By entering the Settlement Agreement, The Polyclinic is not admitting any wrongdoing or liability. Further, The Polyclinic is not admitting that any action taken with respect to any patient was wrongful or in violation of any local, state, or federal law or regulation.

BASIC INFORMATION

Why am I receiving this Notice of Settlement and why should I read it?

You have been identified as a patient of The Polyclinic who sought care and an accommodation for a hearing, vision, and/or speech disability to assist you in communicating with your care team.

As part of the Settlement Agreement, The Polyclinic will be making voluntary payments to certain Eligible Persons (1) who may not have been provided with an adequate accommodation for a hearing, vision, and/or speech disability (including, but not limited to, a qualified interpreter), that was requested by or for the Eligible Person during the Claims Period; or (2) who filed grievances or complaints alleging ineffective communication during the Claims Period. After a thorough review of its records, The Polyclinic has identified you as an Eligible Person.

What does the Settlement Agreement provide?

The Polyclinic has voluntarily agreed to enhance its existing programs that provide qualified American Sign Language (ASL) and tactile ASL interpreters necessary for effective communication. It is providing patients with additional and upgraded equipment, such as dedicated iPads for video communication, and a larger pool of interpreters for patients who seek or require an accommodation for a hearing, speech, and/or vision disability, or who have hearing, speech and/or sight impairments. The Polyclinic has implemented new staff training and updated its policies relating to effective communication, and has designated an assistive device point person who will assist patients and staff in obtaining and using appropriate communication aids.

The Polyclinic will also make voluntary payments to Eligible Persons. Payments will vary based upon an agreement between the United States and The Polyclinic regarding the number of missed or delayed appointments as a result of some process failures related to effective communication.

What does the Settlement Agreement mean for me?

As an Eligible Person, you can receive a one-time payment as described in the included Claim Form, so long as you agree to release The Polyclinic, Optum, and UnitedHealth their agents and/or affiliates and/or employees, of any claims relating to the subject matter of the Investigation that could have been asserted and/or arose during the Claim Period. The specific release is included in the attached Claim Form. You are encouraged to consult with an attorney at your own expense about the specific language in the Claim Form, as you will be forever waiving your rights to sue or otherwise seek compensation or redress for claims relating to the subject matter of the Investigation.

How can I learn more about this matter?

The Polyclinic has engaged a Settlement Administrator, JND Legal Administration (JND) to assist it in gathering Claim Forms, sending payments, and providing additional information about this matter. JND has created a website, available at _____, where you can find a copy of the full Settlement Agreement and other resources, including an ASL video summary of this document and the Claim Form, along with additional resources to answer questions in an accessible way.

CLAIM FORM

If you wish to receive a payment as an Eligible Person under the Settlement Agreement, you must provide the information requested below. In addition, in exchange for payment, you must release all claims related to the Investigation of whether The Polyclinic provided qualified interpreters for patients with hearing, vision, and/or speech disabilities between January 1, 2021 and September 30, 2025.

This Claim Form must be submitted via mail, email, or through the online portal described below. If the Claim Form is mailed, it must be postmarked by no later than _____; if it is emailed or submitted through the online portal, it must be transmitted and received by _____ [same date]. Please type or print clearly on this Claim Form in blue or black ink.

SETTLEMENT ADMINISTRATOR

JND Legal Administration (JND) is the Settlement Administrator who will assist The Polyclinic in gathering Claim Forms, sending payments to Eligible Persons, and providing additional information about this settlement. JND has created a Settlement Website, which can be accessed at the URL listed below, with information regarding the settlement and other resources, including an American Sign Language (ASL) summary of this document and the Claim Form, and contact information for an individual who can answer questions in ASL. In addition, we attempted to identify those Eligible Persons with sight impairments and are providing to them the Notice of Settlement and this Claim Form in Braille. If you require a Braille version but did not receive one, please contact the Settlement Administrator.

Please visit the official Settlement Website at the following URL: _____.

The Claim Form can be submitted via the Settlement Website. The Claim Form is available at the following URL: _____ [sub-page of the Settlement Website].

If you have questions about the Settlement Agreement, the Claim Form, the Settlement Website, or the Settlement Payment, you can contact the Settlement Administrator as follows:

[Email address / mailing address]

[Phone number]

SETTLEMENT PAYMENT

Under the Settlement Agreement, and based upon the number of appointments at The Polyclinic in which you were not furnished with a qualified interpreter to effectively communicate with your provider, you may receive a payment of _____, so long as you agree to waive all claims relating to the Investigation. This amount is characterized as non-wage income. Along with your payment you may also receive a 1099 informational tax form from the Administrator for use in filling in your annual tax return(s). The Parties determined your payment amount based on records showing that The Polyclinic you experienced _____ medical appointment(s) in which The Polyclinic did not provide you with a qualified interpreter or appropriate communication aids.

EXPECTED PAYMENT OF FUNDS

Upon execution of the below Release of Claims, and completion and submission of this Claim Form, you should expect to receive funds in the form of a check mailed to the mailing address indicated by you below within 90 days.

RELEASE OF CLAIMS

By signing the Claim Form and accepting a payment, you release and discharge The Polyclinic, Optum, and UnitedHealth from any claims, liabilities or obligations of any kind, whether express or implied, known or unknown, related to the Investigation.

This Release shall be binding upon you, your marital community, heirs, executors, administrators, representatives, successors, and assigns.

This Release shall be for the benefit of The Polyclinic, Optum, and UnitedHealth, along with any of their current and former parents, subsidiaries, and affiliated corporations and entities, and with respect to each such entity, each of their respective officers, directors, employees, shareholders, owners, members, investors, partners, attorneys, agents, representatives, successors, and assigns.

This Release is general and comprehensive in nature, and shall extend to any claims, liabilities, obligations, demands, debts, losses, agreements, contracts, damages, costs, or attorney’s fees and expenses, whether express or implied, known or unknown, related to the Investigation.

The claims covered by this Release include any and all claims arising under, relating to, or in any way involving the conduct occurring between January 1, 2021 and September 30, 2025 that is the subject of the Investigation (USAO #2023v00738; DJ #202-82-249) or the Settlement Agreement, including, but not limited to, claims under any provision of the Americans with Disabilities Act (ADA) or any state or local law or regulation relating to accommodation for hearing, vision, and/or speech disabilities.

This Release becomes effective upon payment and is lasting and forever.

Signature

Date Signed

ELIGIBLE PERSON INFORMATION

I declare under penalty of perjury under the laws of the State of Washington that the information supplied in this Claim Form is true and correct to the best of my knowledge and that this Claim Form was executed on the date set forth below.

I declare that I have sought health care from Polyclinic between January 1, 2021, and September 30, 2025.

I further declare that I have had an opportunity to review this Notice of Settlement and Claim Form with an attorney of my choosing, at my own cost, and that I was provided with multiple methods to review the Notice of Settlement and Claim Form, including the opportunity to receive a Braille version of the documents if a sight impairment prevented me from reading the text version; access to a video with a certified American Sign Language interpreter summarizing the documents; and an audio recording summarizing the Notice of Settlement and Claim Form.

Full Legal Name

Date of Birth

Signature

Date Signed

Address

Phone (VRS number if preferred)

City State Zip

Email (optional)

Social Security Number

Additional Methods of Communication (optional)

If your address or contact information changes, you must update the Settlement Administrator as soon as possible to ensure you receive your payment.