

**SETTLEMENT AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
SEA MAR COMMUNITY HEALTH CENTERS AND SUBSIDIARIES**

**USAO #2024v00520; DJ #202-82-265**

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**A. BACKGROUND**

1. The parties to this Settlement Agreement (“Agreement”) are the United States of America and Sea Mar Community Health Centers and Subsidiaries (hereinafter “Sea Mar”). Sea Mar is a 501(c)(3) organization that, among other services, operates 28 dental clinics, all of which are in the Western District of Washington. Its registered address is 1040 South Henderson Street, Seattle, WA 98108.

2. This matter was initiated by a complaint filed with the United States Department of Justice (the “Department”) against Sea Mar under Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189. The Attorney General is authorized under Section 308(b)(1) of the ADA, 42 U.S.C. § 12188(b)(1), to investigate complaints and bring a civil action under Title III where a pattern or practice of discrimination is believed to exist or where a matter of general public importance is raised. It is an issue of public importance to ensure that public accommodations, which own, operate, lease, or lease to medical centers or other professional offices of health care providers, do not discriminate against persons with disabilities.

3. Through its dental clinics, Sea Mar owns and operates places of public accommodation, specifically professional offices of healthcare providers. 42 U.S.C. § 12181(7)(F); 28 C.F.R. § 36.104. Thus, Sea Mar is a public accommodation subject to Title III of the ADA, 42 U.S.C. § 12181, *et seq.*, and its implementing regulation, 28 C.F.R. Part 36.

4. The ADA prohibits discrimination against individuals on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages and accommodations of places of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a). The ADA also prohibits denying an individual or class of individuals, on the basis of disability, the opportunity to benefit from a good, service, facility, privilege, or accommodation, as well as denying an individual or class of individuals, on the basis of disability, the opportunity to participate or benefit from a good, service, facility, privilege, advantage, or accommodation that is not equal to that afforded to other individuals. 42 U.S.C. § 12182(b)(1)(A)(i)-(ii); 28 C.F.R. § 36.202(a)-(b). Public accommodations may refer patients with a disability to another public accommodation if the patient is seeking or requires treatment or services outside of the referring public accommodation’s area of specialization, and if, in the normal course of its operations, the referring public accommodation would make a similar referral for an individual without a disability who seeks or requires the same treatment or services. *See* 28 C.F.R. § 36.302(b). However, if the patient is seeking the same treatment provided by the public accommodation to others, the public accommodation shall make reasonable modifications in policies, practices, or procedures, when the modifications are necessary to afford goods, services, facilities, privileges,

advantages, or accommodations to individuals with disabilities, unless the public accommodation can demonstrate that making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations. 28 C.F.R. § 36.302(a). Further, while public accommodations may impose legitimate safety requirements that are necessary for safe operation, those requirements must be based on actual risks and not on mere speculation, stereotypes, or generalizations about individuals with disabilities. 28 C.F.R. § 36.301(b).

5. The complaint alleges that a patient (the “Patient”) who uses a wheelchair was denied full and equal access to the services provided by Sea Mar based on her disability when she attempted to receive dental care as a patient at the Sea Mar dental clinic located at 7803 NE Fourth Plain Road in Vancouver, Washington. Because of her disability, the Patient needed assistance to transfer from her wheelchair to the exam chair. The complaint alleges that the clinic would not provide assistance to transfer her to the chair, denied care while she remained in her wheelchair, and instead referred her to a different provider in Portland, Oregon.

6. Based on its investigation, the United States has determined that Sea Mar discriminated against the Patient on the basis of her disability and denied her the opportunity to equally benefit from its services. The Patient sought the same dental services that Sea Mar provides other patients, but because she uses a wheelchair, Sea Mar refused her care and referred her to another dental provider farther from her home and more difficult for her to access. Sea Mar also did not provide any services while she remained in her wheelchair, citing generalized concerns about provider wellbeing. Sea Mar failed to make reasonable modifications to its policies, practices, or procedures without demonstrating that doing so would have fundamentally altered the nature of its goods, services, facilities, privileges, advantages, or accommodations, in violation of 42 U.S.C. § 12182 and 28 C.F.R. §§ 36.201, 36.202, 36.302, and 36.301.

7. The parties agree that it is in their best interest, and the United States believes that it is in the public interest, to resolve this matter through a settlement agreement. The parties have therefore voluntarily entered into this Agreement, agreeing as follows:

## **B. ACTIONS TO BE TAKEN BY SEA MAR**

8. General Nondiscrimination Obligation: Sea Mar and all its officers, agents, employees will not discriminate against individuals on the basis of disability in the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).

9. ADA/Reasonable Modifications Policy for All Clinics: Sea Mar will take steps to provide equal access to care to patients with disabilities at all dental clinics, including patients who require assistance to transfer to or from an exam chair or other medical equipment. Within 30 days from the effective date of this Agreement, Sea Mar will send the United States for its review and approval a proposed revised ADA/Reasonable Modifications Policy that details its obligations under Title III of the ADA to, among other things, provide reasonable modifications to its policies, practices, and procedures as necessary to avoid discrimination and improve patient access. The proposed revised policy shall include:

- a. scheduling and intake procedures that ensure that staff do not rely on generalizations about a patient's disability or use of a mobility device to deny services and instead make an individualized determination whether the Sea Mar clinic can provide equal services to the patient;
- b. whether it is necessary to provide reasonable modifications, including, but not limited to, modifications to safely provide transfer assistance, for the patient to receive dental services at the Sea Mar clinic; and
- c. if a patient with a disability is seeking an appointment at a Sea Mar clinic that cannot provide equal services to the patient with reasonable modifications that would not fundamentally alter the nature of Sea Mar's services, the policy shall state that Sea Mar will assist patients to obtain care at a Select Clinic pursuant to Paragraph 10 below.

10. Select Clinics: Within 30 days of the effective date of this Agreement, Sea Mar will submit a proposed plan and timeline to the United States for ensuring Sea Mar dental clinics (the "Select Clinics") in each area served by Sea Mar will be adequately staffed and equipped, including as set forth in Paragraph 11 below, no later than August 31, 2026, to provide dental services to patients who use wheelchairs and are unable to transfer, even with reasonable modifications, to an exam chair or other medical equipment. The Select Clinics must include:

- a. at least one clinic in Clark County, WA;
- b. at least one clinic in Thurston County, WA;
- c. at least one clinic in Pierce County, WA;
- d. at least one clinic in Snohomish County or Skagit County, WA;
- e. at least one clinic in Clallam County or Grays Harbor County, WA; and
- f. at least one clinic in King County, WA.

Sea Mar will implement the plan and timeline upon approval by the United States.

11. To provide individuals with disabilities equal access to its services and facilities, at all times when the clinics are accepting patients, Sea Mar will have staff available to: (a) safely assist individuals with disabilities with transferring to exam chairs or other equipment, or (b) safely assist individuals in receiving care without transferring from their wheelchair. In addition, Sea Mar will ensure that the Select Clinics have and will maintain either (a) a Hoyer lift or other patient lift designed to safely transfer individuals to exam chairs or other equipment or (b) appropriate devices to assist in providing full care without transfer, and that, at all times when the Select Clinics are accepting patients, staff will be available to assist with these lifts or devices.

12. ADA Training: Sea Mar will train all staff who interact with patients at all its dental clinics on the requirements of this Agreement. The training will include requirements to make reasonable modifications necessary for patients to access equal services, including modifications

to assist patients in transferring to exam chairs or other equipment. Within thirty (30) days of the approval of the ADA/Reasonable Modifications Policy, Sea Mar will submit to the United States, for review and approval, draft training materials describing the policy and Sea Mar's legal obligations under this Agreement. Sea Mar will administer this training annually for the term of the Agreement and incorporate it into its new employee orientation for all future employees who will have contact with patients.

13. Sea Mar will post and maintain a hyperlink to the ADA/Reasonable Modifications Policy on its general dental department homepage (currently located at [www.seamar.org/services-dental.html](http://www.seamar.org/services-dental.html)) and the homepages of each dental clinic.

14. Within 14 days of the effective date of this Agreement, Sea Mar will offer to pay compensatory damages to the Patient in the amount of \$7,500.00, subject to her execution and return of a release (attached as Exhibit 1). Within 14 days of receipt of the executed release, Sea Mar will pay \$7,500.00 to the Patient by sending a check to an address to be provided. Sea Mar will send a copy of the check and a copy of the mailing envelope to the U.S. Attorney's Office for the Western District of Washington, attention Annalisa Cravens.

15. Sea Mar will not engage in any retaliatory conduct towards the Patient.

16. In consideration of the terms of this Agreement, the Department agrees to close its investigation of this matter, USAO #2024v00520; DJ #202-82-265, except as provided in Section C, below.

## **C. IMPLEMENTATION AND REPORTING**

17. Within sixty (60) days of the date the United States approves the training materials referenced in Paragraph 12 above, Sea Mar will provide written verification that the trainings have been completed.

18. Within eighteen (18) months of the effective date of this Agreement, Sea Mar shall send a report, by email to the undersigned counsel, documenting its compliance with the actions described in Section B above. The report shall include identification of the make, model, and pictures of any purchased or leased equipment for lifting or transferring or otherwise providing care to patients with disabilities, including patients who use wheelchairs and cannot transfer without assistance.

19. During the term of this Agreement, Sea Mar will notify the Department if any individual brings any lawsuit, complaint, charge, or grievance, whether formal or informal, alleging that it failed to provide any aid or service to an individual with a disability. Such notification must be provided in writing within thirty (30) days of the day when Sea Mar has received notice of the allegation and will include, at a minimum, the nature of the allegation, the name of the individual making the allegation, and any documentation possessed by Sea Mar or any of its agents or representatives relevant to the allegation.

20. The Department may review compliance with this Agreement at any time during the term of this Agreement. If the Department believes that this Agreement or any of its

requirements has been violated, it may institute a civil action in federal district court to enforce this Agreement or the requirements of Title III, following written notice to Sea Mar of possible violations and a period of 30 days in which Sea Mar has the opportunity to cure the alleged violations.

21. Failure by the Department to enforce this entire Agreement or any of its provisions or deadlines shall not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.

22. This Agreement shall be binding on the agents, employees, and successors of Sea Mar. In the event that Sea Mar seeks to transfer or assign all or part of its interest in the dental services, and the successor or assign intends on carrying on the same or similar use of the practice, as a condition of sale, Sea Mar shall obtain the written accession of the successor or assignor to any obligations remaining under this Agreement for the remaining term of this Agreement.

23. This Agreement constitutes the entire agreement between the parties on the matters raised here, 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 does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect, amend, or decrease the continuing responsibility borne by Sea Mar to comply with all aspects of the ADA.

24. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the Department and Sea Mar shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

25. This Agreement will remain in effect for four (4) years from its effective date.

26. The person signing this Agreement for Sea Mar represents that they are authorized to bind Sea Mar, its named affiliates, and employees to this Agreement.

27. The effective date of this Agreement is the date of the last signature below.

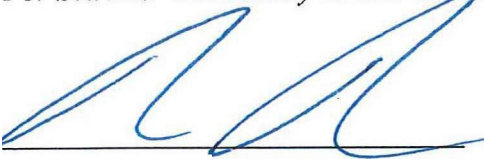
**AGREED AND CONSENTED TO:**

*For the United States:*

/s/  
Annalisa L. Cravens  
Assistant United States Attorney  
United States Attorney's Office  
Western District of Washington  
700 Stewart Street, Suite 5220  
Seattle, Washington 98101  
Phone: (206) 553-7970  
Annalisa.Cravens@usdoj.gov

Date 4/7/2025

*For Sea Mar Community Health Centers and Subsidiaries:*

  
Rogelio Riojas  
Chief Executive Officer  
1040 South Henderson Street  
Seattle, WA 98108

Date 4/3/25