

**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN THE UNITED STATES OF AMERICA
AND OPTUMSERVE HEALTH SERVICES, INC.
DJ #202-19-374**

PARTIES

1. The parties to this Settlement Agreement (the “Agreement”) are the United States of America (“United States”) and OptumServe Health Services, Inc. (“OptumServe”), which has a principal office located Lacrosse, Wisconsin. OptumServe is a subsidiary of UnitedHealth Group and provides health solutions and care delivery services.

BACKGROUND

2. This matter was initiated by a complaint (the “Complaint”), filed with the United States against OptumServe, which operates a clinic located at 4488 N Shallowford Road in Atlanta, Georgia. The Complaint alleged violations of Title III of the Americans with Disabilities Act of 1990 (the “ADA”), 42 U.S.C. §§ 12181-12189 and its implementing regulation, 28 C.F.R. Part 36. The Complaint was investigated by the United States through the United States Attorney’s Office, Northern District of Georgia pursuant to 42 U.S.C. § 12188(b).
3. The complainant, V.J., is a combat wounded military veteran who had a medical appointment scheduled by the Veteran’s Association (“VA”) with OptumServe at its Atlanta office. This office performs disability assessments of veterans for the VA. The complainant has a service animal for military service-related injuries. Among other disabilities, the veteran has from PTSD-related anxiety attacks. During these attacks, the veteran engages in self-injurious behaviors, often hitting himself in the head, and can fall to the ground. His service animal is trained to assist him during these attacks and keep the veteran safe. Specifically, his service animal is trained to guide him safely to the floor, either by falling onto her back or helping guide him to a wall. Once he is safely on the ground, she places herself against the veteran’s chest to prevent him from being able to harm himself until the attack subsides.

4. The veteran alleges that he was denied access to medical services at OptumServe because he was accompanied by his service animal. Specifically, he alleged that the staff at OptumServe objected to the presence of Complainant's service animal in the waiting area; requested written documentation regarding its training and licensing; and refused to permit him to see his physician during a scheduled visit due to the presence of his service animal. As a result, V.J., was embarrassed, and suffered a PTSD-related anxiety attack in the waiting room. His service animal in fact engaged in her training to assist and keep the veteran safe. OptumServe staff did not offer the veteran medical care and he and was forced to leave without receiving his scheduled medical test.
5. The ADA prohibits places of public accommodation, including offices of health care providers, from discriminating against any individual 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(b)(2)(A)(ii); 28 C.F.R. § 36.201.
6. The ADA specifically requires public accommodations to make reasonable modifications in policies, practices, and procedures, to permit the use of service animals by persons with disabilities. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(c).
7. OptumServe fully cooperated with the government's investigation in this matter. The parties have determined that the complaint filed with the United States can be resolved amicably and without litigation pursuant to the terms of this Agreement.

JURISDICTION

8. Complainant, V.J., who suffers from Post-traumatic Stress Disorder ("PTSD"), is an individual with a disability within the meaning of the ADA and its implementing regulation. 42 U.S.C. § 12102; 28 C.F.R. § 36.104. Because of his disability, V.J. uses a service animal trained to perform tasks directly related to his disability.
9. OptumServe is a private entity providing health care services and is licensed by the state of Georgia. OptumServe owns, operates, leases, or leases to places of public accommodation, its medical offices and clinics, and is thus a "public accommodation" within the meaning of Title III of the ADA, 42 U.S.C. § 12181, and its implementing regulation, 28 C.F.R. § 36.104.

10. The Attorney General of the United States is responsible for administering and enforcing Title III of the ADA, 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. Part 36.
11. Title III of the ADA authorizes the Attorney General to investigate alleged violations of the ADA, to use alternative means of dispute resolution, where appropriate, including settlement negotiations to resolve disputes, and to bring a civil action in federal court in any case that raises issues of general public importance. 42 U.S.C. §§ 12188(b), 12212; 28 C.F.R. §§ 36.502, 503, 506.
12. The U.S. Attorney's Office investigated the Complaint and concluded that OptumServe violated the ADA by denying Complainant access to the OptumServe Clinic located at 4488 N Shallowford Road in Atlanta, Georgia because he was accompanied by a service animal.

REMEDIAL ACTION

13. Effective Date: The Effective Date of this Agreement shall be the date of the last signature below.
14. Policies, Practices and Procedures: OptumServe agrees to modify its policies, practices, and procedures as outlined in this Agreement to ensure that individuals with disabilities, including those who use service animals, receive equal access to the health care services provided by all its clinics as compared to other individuals.
15. Prohibition of Discrimination: Consistent with Title III of the ADA, OptumServe will not discriminate against any individual on the basis of disability in the full and equal enjoyment of its goods, services, facilities, privileges, advantages or accommodations by excluding or providing unequal treatment to persons with disabilities, including individuals who utilize service animals. 42 U.S.C. § 12182; 28 C.F.R. §§ 36.201, 36.202.
16. Service Animal Policy: OptumServe agrees to maintain, distribute, make available, and enforce a service animal policy that complies with the requirements of the ADA and implementing regulations. It will submit this policy to the United States for approval within 30 days of the Effective Date of this Agreement. If, during the course of this Agreement, OptumServe seeks to make any changes to this policy, OptumServe will submit these proposed changes to the United States for approval prior to codifying any desired amendments.

17. Distribution of Service Animal Policy: Within thirty (30) days of the approval of the policy by the United States, OptumServe shall distribute the Service Animal Policy to all its agents, employees, and contractors, including doctors, nurses, assistants, receptionists, office managers, and other employees or contractors whose duties involve contact with patients or the public performed in OptumServe facilities. OptumServe shall ensure that all new employees, agents, or contractors whose duties involve customer service or contact with patients or the public in OptumServe facilities receive a copy of the Service Animal Policy on or before his or her first day of service or employment with OptumServe. Within forty (40) days of the Effective Date of this Agreement, OptumServe will provide the United States with proof of distribution of its Service Animal Policy, including the name, title, and date that each individual received the policy.
18. Training: OptumServe shall train all present and future employees, agents, and contractors who are engaged in providing medical services or whose duties involve patient care or contact with the public performed in OptumServe facilities, to ensure that all persons with disabilities, including those with service animals, are treated in a nondiscriminatory manner and are afforded the same service and courtesy as that afforded to other patients, consistent with the Service Animal Policy. The ADA training shall include an overview of Title III of the ADA and its application to and importance in healthcare settings. OptumServe shall provide its training materials to the United States for approval within thirty (30) days of the Effective Date and prior to providing the training. All current employees, agents, and contractors required to be trained pursuant to this paragraph shall be trained with ninety (90) days of the approval of the training. OptumServe shall provide a written certification to the United States that this training was completed within thirty (30) days after such training. This certification shall include the name, title, and date that each individual received this training. All future employees, agents, and contractors required to be trained pursuant to this paragraph shall be trained within two (2) weeks of beginning service or employment with OptumServe or within ninety (90) days of the Effective Date of this Agreement, whichever is later.
19. Signs: Within thirty (30) days of the Effective Date of this Agreement, OptumServe shall post the following notice, printed in 26-point font or larger in the reception area of each medical office where it can be readily seen by potential patients:

Persons with disabilities who are accompanied by a service animal are welcome in the OptumServe Clinic.

Notices will remain posted in all OptumServe medical offices and readily visible to potential patients throughout the term of this Agreement and will be replaced if damaged.

20. Incorporation of Service Animal Policy Into All Employment Contracts: Commencing twenty (20) days after the Effective Date of this Agreement, OptumServe will require compliance with the Service Animal Policy as a term of any new, amended, or renewed contracts with any person who is providing services in association with OptumServe in OptumServe facilities and/or any person who leases and/or shares medical facilities with OptumServe to provide medical services.
21. Complaint Resolution: OptumServe will promptly investigate each oral or written complaint it receives alleging discriminatory treatment of a person with a disability accompanied by a service animal. OptumServe shall respond in writing to each individual who makes an oral or written complaint as described in the previous sentence within seven (7) calendar days of the date that the complaint is received. In each instance where the facts show that one of OptumServe's agents, employees, or contractors or any individual otherwise affiliated or associated with OptumServe to provide medical services, violated the Service Animal Policy, OptumServe will take prompt remedial action in a manner consistent with its enforcement of violation of other OptumServe policies.
22. Complaint Records: Throughout the term of this Agreement, OptumServe will maintain records of the complaints received, investigations, and remedial action taken regarding the Service Animal Policy.
23. Compliance Reports: Beginning six (6) months after the Effective Date of this Agreement and for every six (6) months thereafter for the duration of this Agreement, OptumServe will provide a written report ("Compliance Report") to the United States outlining the status of its compliance with this Agreement. The Compliance Report shall include:
 - a. Written certification of compliance with OptumServe's obligations under Paragraphs 16-19 of this Agreement;

- b. A copy each written complaint it has received alleging discriminatory treatment of a person with a disability accompanied by a service animal. For verbal complaints, provide a description of the complaint, including the date the complaint was received by OptumServe and a summary of the allegations;
- c. A description of the actions taken by OptumServe in response to each written and verbal complaint, including a copy of OptumServe's written response to the complainant. If no action was taken, OptumServe shall provide the reason why action was determined to be inappropriate; and
- d. Compliance Reports sent to the United States pursuant to this Agreement will be sent via mail and email to the following address:

Marissa A. Fallica
Assistant U.S. Attorney
United States Attorney's Office
Northern District of Georgia
75 Ted Turner Drive, S.W., Suite 600
Atlanta, Georgia 30303
Marissa.Fallica@usdoj.gov

24. Retaliation Prohibitions: OptumServe will not retaliate against the Complainant for filing a complaint with the Department of Justice or otherwise exercising rights protected by the ADA. 42 U.S.C. §12203(a).

MONETARY RELIEF

25. Damages: Within 20 days after the effective date of this agreement, OptumServe shall pay to the Complainant damages in the sum of \$85,000.00 by sending a check or money order payable to the complainant to the undersigned counsel for the United States by prepaid overnight delivery.

IMPLEMENTATION, DURATION, AND ENFORCEMENT

26. Duration of the Agreement: This agreement shall remain in effect for three (3) years from the Effective Date.
27. 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 of the ADA related to the allegations contained in

the complaint and as set forth in Paragraph 4 of this Agreement. Nothing in this Agreement is intended or shall be construed as a waiver by the United States of any right to institute proceedings against OptumServe 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.

28. Compliance Review and Enforcement: The United States may review compliance with the Agreement at any time and can enforce this Agreement if the United States believes that it or any requirement of this Agreement has been violated by instituting a civil action in the United States District Court. If the United States believes that this Agreement or any portion of it has been violated, it will first raise its claim(s) in writing with OptumServe, and the parties will meet and confer in an attempt to resolve the concern(s) in good faith. The United States will allow OptumServe thirty (30) days from the date it notifies OptumServe of any alleged breach of this Agreement including the time to meet and confer to cure said breach, prior to instituting any court action to enforce the ADA or any other terms of this Agreement. Each party will bear its own costs for any enforcement actions taken pursuant to this paragraph.
29. Entire Agreement: This Agreement and the attachment 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 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.
30. 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.
31. Non-Waiver: Failure by the United States to enforce any provision or deadline of this Agreement shall not be construed as a waiver of its right to enforce other provisions or deadline in this Agreement.
32. This settlement agreement resolves all claims that were or could have been made against OptumServe by the United States with respect to the Complaint.

33. Copies of this Agreement, and any information contained in it, may be made available to any person at any time. The United States and OptumServe shall provide copies of this Agreement to any person upon request.
34. 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.
35. This Agreement does not affect the continuing responsibility of OptumServe to comply with all aspects of the ADA.
36. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law.
37. The person signing this Agreement on behalf of OptumServe represents that he or she is authorized to bind OptumServe to this Agreement.

For OptumServe:

By:



Brett Crowe (01/13/2025 15:16 CST)

Brett Crowe
CFO

Date: 1/13/2025

For the United States of America:

Ryan K. Buchanan
United States Attorney
Northern District of Georgia

By:



Marissa A. Fallica
Assistant United States Attorney

Date: 1/14/2025