

1 Hearing date: N/A
2 Hearing time: N/A
3 Judge/Calendar: James M.
4 Dixon/Civil

5
6
7 **STATE OF WASHINGTON**
THURSTON COUNTY SUPERIOR COURT

8 STATE OF WASHINGTON,
9
10 Plaintiff,

NO. 17-2-05173-34

CONSENT DECREE

11 v.

12 COLUMBIA CAPITAL MEDICAL
13 CENTER LIMITED PARTNERSHIP
14 d/b/a CAPITAL MEDICAL CENTER

15 Defendant.

16 **I. JUDGMENT SUMMARY**

- 17 1.1 Judgment Creditor: State of Washington
18 1.2 Judgment Debtors: Columbia Capital Medical Center
Limited Partnership d/b/a Capital
Medical Center
19
20 1.3 Principal Judgment Amount: \$1,200,000.00, and Restitution
pursuant to paragraph IV
21
22 1.4 Post Judgment Interest Rate: 12% per annum
23 1.5 Attorney for Judgment Creditor: Robert Ferguson
Attorney General
Audrey Udashen
Assistant Attorney General
24
25 1.6 Attorney for Judgment Debtor: M. Re Knack
Ogden, Murphy, Wallace PLLC
26

1 1.7 Whereas Plaintiff, State of Washington (State), has conducted an investigation
2 and commenced this action pursuant to the Consumer Protection Act, RCW 19.86;

3 1.8 Defendant was served with a Summons and Complaint in this matter;

4 1.9 The State appears by and through its attorneys, Robert Ferguson, Attorney
5 General, and Audrey Udashen, Assistant Attorney General;

6 1.10 Defendant appears by and through its attorneys, M. Re Knack and Ogden Murphy
7 Wallace PLLC;

8 1.11 The State and Defendant agree on a basis for the settlement of the matters alleged
9 in the Complaint and to the entry of this Consent Decree against Defendant without the need for
10 trial or adjudication of any issue of law or fact;

11 1.12 The State and Defendant agree that neither this Consent Decree nor that
12 Defendant has agreed to its entry constitutes evidence or an admission regarding the existence
13 or non-existence of any issue, fact, or violation of any law alleged by the State;

14 1.13 Defendant recognizes and states that this Consent Decree is entered into
15 voluntarily and that no promises or threats have been made by the Attorney General's Office or
16 any member, officer, agent, or representative thereof to induce Defendant to enter into this
17 Consent Decree, except as provided herein;

18 1.14 Defendant waives any right it may have to appeal from this Consent Decree, other
19 than as consistent with Paragraph 6.2;

20 1.15 Defendant further agrees that this Court retains jurisdiction of this action and
21 jurisdiction over this Defendant for the purpose of implementing and enforcing the terms and
22 conditions of this Consent Decree and for all other purposes related to this matter;

23 The Court finds no just reason for delay.

24 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as
25 follows:

26

1 **II. GENERAL**

2 2.1 Jurisdiction. This Court has jurisdiction over the subject matter of this action and
3 over the parties pursuant to the State's claims under the provisions of the Consumer Protection
4 Act, RCW 19.86.

5 2.2 Defendant. For purposes of this Consent Decree, the term "Defendant" where not
6 otherwise specified shall mean Columbia Capital Medical Center Limited Partnership d/b/a
7 Capital Medical Center ("Capital"). Nothing in this Consent Decree is intended to impose the
8 obligation to provide Charity Care on any entity other than the Defendant. Specifically, it is not
9 intended to impose the obligation to provide Charity Care on independent contractors or others
10 who may provide services at Capital.

11 **III. INJUNCTIONS**

12 3.1 Application of Injunctions. The injunctive provisions of this Consent Decree shall
13 apply to Defendant and Defendant's successors, assigns, officers, agents, servants, employees,
14 facilities, subparts, representatives, and all other persons or entities in active concert or
15 participation with Defendant. The injunctive provisions of this Consent Decree shall apply to
16 Defendant's contractors, vendors, affiliates, and providers to the extent they are providing
17 services on behalf of or in coordination with Defendant and only as to the provision of services
18 in the State of Washington.

19 3.2 Notice. Within thirty days after the date of entry of this Consent Decree,
20 Defendant shall inform their successors, assigns, officers, agents, servants, employees, facilities,
21 subparts, representatives, and all other persons or entities in active concert or participation with
22 Defendant and Defendant's contractors, vendors, affiliates, and providers to the extent they are
23 providing services on behalf of or in coordination with Defendant of the terms and conditions of
24 this Consent Decree and shall direct those persons and/or entities to comply with this Consent
25 Decree as described in Paragraph 3.1 and only as to the provision of services in the State of
26 Washington.

1 3.3 Permanent Injunctions. Defendant’s successors, assigns, officers, agents,
2 servants, employees, facilities, subparts, representatives, and all other persons or entities in
3 active concert or participation with Defendant and Defendant’s contractor, vendors, affiliates,
4 and providers to the extent they are providing services on behalf of Defendant and only as to the
5 provision of services in the State of Washington, shall engage in or refrain from engaging, as
6 applicable, in the acts and practices described in Paragraph 3.3, so long as such practices continue
7 to be consistent with Chapter 70.170 RCW and Chapter 246-453.

8 3.3.1 Defendant shall maintain a charity care program that is consistent with the
9 requirements of Chapter 70.170 RCW, Chapter 246-453 WAC, (“Charity Care Law”) and its
10 charity care policies filed with the Department of Health, so long as they remain in effect. For
11 purposes of this Consent Decree, the terms “charity care” and “financial assistance” shall be
12 used interchangeably.

13 3.3.2 Defendant shall not condition the extension of charity care on a
14 determination that the treatment for which charity care is sought was provided on an urgent or
15 emergent basis, unless such determination is permitted under the Charity Care Law.

16 3.3.3 Defendant shall not cancel, postpone, reschedule, or indicate that they
17 may cancel, postpone, or reschedule patients’ appointments for reasons related to payment of
18 patient responsibility amounts without first advising the patient or party responsible for payment
19 (hereinafter “patient”) of the patient responsibility of the opportunity to apply for charity care,
20 unless permitted under the Charity Care Law.

21 3.4 Five-Year Injunction. For five years from the date of entry of this Consent
22 Decree, Defendant and its successors, assigns, officers, agents, servants, employees, facilities,
23 subparts, representatives, and all other persons or entities in active concert or participation with
24 Defendant, and Defendant’s contractors, vendors, affiliates, and providers to the extent they are
25 providing services on behalf of or in coordination with Defendant, and limited to the provision
26

1 of medical services in the State of Washington, are hereby compelled to engage in the following
2 acts and practices:

3 3.4.1 During any conversation in which Defendant requests information from
4 patients about the availability of third-party coverage to pay for charges associated with
5 medically necessary hospital health care, Defendant shall (i) orally inform the patient that
6 financial assistance is available to those who qualify; (ii) provide the patient with a written notice
7 of its financial assistance program, unless the conversation is not in person; and (iii) ask the
8 patient if they would like to be considered for financial assistance. Defendant shall complete
9 these steps before requesting, demanding, or otherwise attempting to collect payment from a
10 patient.

11 3.4.2 If a patient indicates an interest in financial assistance or expresses an
12 inability to pay all or part of his or her patient responsibility amount, Defendant shall ask the
13 patient a series of questions about their income and family size to determine if the patient is
14 likely eligible for charity care. Defendant shall rely on the patient's oral representations for
15 purposes of reaching the Initial Determination of Sponsorship Status, as required by the Charity
16 Care Law.

17 3.4.2.1 For purposes of this Consent Decree, an expression of an inability
18 to pay from a patient shall include: (i) a representation that the patient is unable to pay or may
19 experience difficulty paying for some or all of the patient responsibility portion of the cost of
20 their care or (ii) informing Defendant of apparent grounds for presumptive eligibility for charity
21 care, such as receipt of means-tested public benefits, unemployed status, or homelessness.

22 3.4.3 If a patient's oral representations indicate that they may qualify for
23 charity care, Defendant shall provide the patient with a financial assistance application and
24 suspend collection efforts against them until a final determination of their eligibility for charity
25 care is reached, provided that the patient is cooperative with the Defendant's reasonable efforts
26 to reach a final determination of eligibility for charity care.

1 3.4.3.1 Patients who are determined to be initially qualified for charity
2 care shall be permitted to proceed with any appropriate hospital based medical services without
3 payment. If such patients are later determined to not qualify for charity care or to qualify for
4 sliding scale charity care, the patient will be responsible for payment for charges not covered by
5 charity care or any other third-party payment source related to the treatment received.

6 3.4.4 Nothing in this Consent Decree prohibits Defendant from providing the
7 patient with information about the patient's financial responsibility, including the amount, even
8 where a patient makes an expression of inability to pay as described in Paragraph 3.4.2.1, so
9 long as Defendant makes clear that the information is being provided for informational purposes
10 only.

11 3.4.5 If a patient does not express an interest in charity care or an inability to
12 pay as described in Paragraph 3.4.2.1, nothing in this Consent Decree prohibits Defendant from
13 providing information to the patient about their financial responsibility during the initial
14 interaction and requesting payment of the patient's financial responsibility.

15 3.4.6 If a patient submits a charity care application, Defendant shall refrain
16 from engaging in billing or collection activity directed towards the patient until the time the
17 patient's charity care application is processed.

18 3.4.7 Defendant shall post prominent and conspicuous notices, which indicate
19 that it offers financial assistance to low-income patients and which encourage patients to request
20 information about Defendant's financial assistance program, in English, Spanish, and
21 Vietnamese, in the following areas of its facilities:

- 22 (a) Areas where patients are admitted or registered;
- 23 (b) Emergency department registration area; and
- 24 (c) Financial service or billing areas where accessible to patients.

25 3.4.8 Within one year of the entry of this Consent Decree, Defendant shall
26 conduct five (5) live meetings, whose primary purpose will be to inform community members

1 of the availability of financial assistance at Defendant's facilities, the financial assistance
2 application process, as well as the support that is available during the application process,
3 including the availability of interpreters. These meetings shall be conducted at community
4 organizations in Defendant's service area, which may include, without limitation, social service
5 organizations, food banks, places of worship, libraries, and community centers.

6 3.4.8.1 Within thirty (30) days of the entry of this Consent Decree,
7 Defendants shall produce a list of proposed organizations at which it will hold meetings to the
8 Attorney General's Office. This list shall be subject to approval by the Attorney General, which
9 shall not be unreasonably withheld.

10 3.4.8.2 Defendant is permitted to contract with a qualified organization to
11 provide the trainings described in Paragraph 3.4.8, subject to approval by the Attorney General,
12 which shall not be unreasonably withheld.

13 3.4.9 Defendant shall provide copies of its charity care plain language summary
14 and charity care application in English and Spanish and Vietnamese (Charity Care Materials) to
15 the community organizations identified in Paragraph 3.4.8 for distribution.

16 3.4.9.1 Twice annually, Defendant will contact all organizations
17 identified in Paragraph 3.4.8 and inquire if the organization would like to receive additional
18 copies of the Charity Care Materials. Defendant will provide additional Charity Care Materials
19 to the organization if so requested.

20 3.4.10 Defendant shall conduct annual trainings on the requirements of RCW
21 70.170, WAC 246-453, this Consent Decree, and Defendant's charity care policies on file with
22 the Department of Health for all of its staff members whose job responsibilities include (i)
23 collecting payment from patients; (ii) advising patients of their payment and financial assistance
24 options; or (iii) preparing or transmitting collecting or billing communications. The obligations
25 in this paragraph do not apply to collection agencies charged with collecting a debt written off
26 to bad debt.

1 3.4.10.1 If Defendant contracts with a vendor or independent contractor
2 to perform any of the functions described in Paragraph 3.4., Defendant shall ensure that any
3 vendor or independent contractor trains their staff members on the requirements of Paragraph
4 3.4. The obligations in this paragraph do not apply to collection agencies charged with collecting
5 a debt written off to bad debt.

6 3.4.11 For two years from the entry of this Consent Decree, every six months,
7 Defendant shall provide a written report to the Attorney General's Office of the following actions
8 taken to comply with this Consent Decree:

9 (a) Identification of (i) the date, time, and place of any training
10 provided to staff members related to the topics identified in 3.4.10; (ii) the name of the trainer(s);
11 and (iii) copies of any materials utilized at these trainings.

12 (b) Identification of all organizations at which Defendant conducted
13 meetings pursuant to Paragraph 3.4.8 of this Consent Decree, including the organization(s)'
14 name and date of the meetings(s).

15 (c) Copies or photographs of all notices relating to charity care or
16 financial assistance posted in any location at Defendant's facilities, along with an identification
17 of the location of the sign at the facility. After the first six-month report, if there is no change to
18 notices, Capital may submit an attestation of no changes in lieu of copies or photographs.

19 (d) Representative copies of all materials distributed to patients
20 relating to charity care or financial assistance. After the first six-month report, if there is no
21 change to materials, Capital may submit an attestation of no changes in lieu of copies.

22 3.5 For at least the pendency of the temporary injunction, Defendant shall continue
23 to offer charity care to patients with income less than or equal to 400% of the federal poverty
24 standard as described in Paragraphs 3.5.1 and 3.5.2. Defendant shall adhere to all requirements
25 set forth RCW 70.170 and WAC 246-453 and in this Consent Decree in administering its charity
26 care program.

1 3.5.1 Patients with income at or below 250% of the federal poverty standard
2 shall be eligible for charity care equal to 100% of eligible charges.

3 3.5.2 Patients with income between 251%-400% of the federal poverty standard
4 shall be eligible for charity care equal to 60% of eligible charges.

5 3.6 Three years from the entry of the Consent Decree, Defendant may request that
6 Plaintiff terminate the requirements of 3.4-3.5 of the Consent Decree. Defendant's request shall
7 include evidence of its compliance with the requirements of the Consent Decree. Plaintiff may
8 request additional evidence of Defendant's compliance at its discretion pursuant to Section VI
9 of the Consent Decree. Plaintiff shall terminate the requirements of 3.4-3.5 at this time if it
10 determines that Defendant has complied with the Consent Decree's terms.

11 **IV. RESTITUTION**

12 4.1 Pursuant to RCW 19.86.080, Capital will take the following steps to make
13 restitution to patients.

14 4.2 Within ninety (90) days of the entry of the Consent Decree, Defendant shall
15 transmit the notice attached as Exhibit A to all patients treated at Capital between January 1,
16 2012 and December 31, 2016, who made a payment for their care at Capital and were identified
17 as potentially charity care qualified by Experian's financial assistance screening tool (Experian
18 Tool). Enclosed with Exhibit A, Defendant shall include the attestation form, attached as Exhibit
19 B, which a patient can complete to attest that they were income-qualified for charity care at the
20 time of their treatment (Charity Care Attestation) and return to Defendant.

21 4.3 Within ninety (90) days of the entry of the Consent Decree, Defendant shall
22 transmit the notice attached as Exhibit C to all patients treated at Capital between January 1,
23 2012 and December 31, 2016 who made a payment for their care at Capital and were not
24 identified as potentially charity care qualified by the Experian Tool. Defendant shall include the
25 Charity Care Attestation (Exhibit B) with this correspondence.

26

1 4.4 All notices transmitted pursuant to this Consent Decree shall be sent to the
2 address Defendant has on file for the patient for the last date of service before December 31,
3 2016 or to the address provided by the patient to the National Change of Address Database used
4 by the United States Postal Service if more recent than December 31, 2016, by US mail, first
5 class, unless the patient requests that such notice be transmitted to a different address.

6 4.4.1 Defendant shall not be responsible for locating patients who no longer
7 reside at the last known address as described in 4.4.

8 4.5 Subject to the terms of this paragraph and its subparts, Defendant shall issue
9 refunds of payments made to all patients who complete and return Charity Care Attestations
10 (Exhibit B). Defendant shall issue full refunds to patients who attest that they have family income
11 at or below 100% of the Federal Poverty Guidelines and shall issue refunds to patients identified
12 as having family income between 101-200% of the Federal Poverty Guidelines at 60% of the
13 patient responsibility portion of their service, so such patient will pay no more than 40% of the
14 patient responsibility portion of their service.

15 4.5.1 Defendant may decline to issue a refund to a patient for a particular
16 service where the patient previously applied for charity for such service but was denied based
17 upon the evidence of income provided at that time.

18 4.5.2 Only services which fit the definition of appropriate hospital-based
19 medical services provided for in 246-453-010 WAC and which were provided by Capital
20 between January 1, 2012 and December 31, 2016 (Qualifying Treatment) shall be eligible for
21 refunds issued pursuant to this Consent Decree.

22 4.5.3 Subject to patient privacy protections, Defendant may submit to the
23 Attorney General's Office any Charity Care Attestation that Defendant reasonably questions the
24 validity of which, for evaluation of whether Defendant may decline to issue a refund.

25

26

1 4.5.4 Defendant shall transmit refunds to patients by check, payable to each
2 patient at the address as described in 4.4. The refund check shall be accompanied by the
3 correspondence attached as Exhibit D.

4 4.5.5 Defendant shall not be required to accept Charity Care Attestations or
5 issue refunds after one year from entry of the Consent Decree.

6 4.5.6 If any check issued pursuant to this Consent Decree is returned to sender,
7 or is not cashed before it becomes invalid or expired, an amount equal to the check will be sent
8 to the Washington State Department of Revenue ("Department of Revenue") according to its
9 usual protocol for the disposition of unclaimed property.

10 4.5.6.1 If an intended recipient of an unclaimed, expired check contacts
11 Defendant and requests that their check be sent to an address other than the address described in
12 4.4 at any time prior to Defendant sending the check to the Department of Revenue, Defendant
13 shall resend the check to the address provided by the patient.

14 4.6 Defendant shall pay at least \$250,000 in restitution. If Defendant does not receive
15 sufficient Charity Care Attestation forms to distribute \$250,000 in restitution to patients, it shall
16 donate the undistributed restitution to an organization in its service area that provides free and
17 reduced-cost healthcare to low-income patients, to be agreed upon by the parties to the Consent
18 Decree.

19 4.7 All outstanding debt balances for the patient responsibility portion of a service
20 that remain for services provided between January 1, 2012 and December 31, 2016 will be
21 written off and closed.

22 4.7.1 Within thirty (30) days of writing off and closing an eligible account,
23 Defendant shall transmit the correspondence attached as Exhibit D to the patient receiving the
24 write off and closure at the address as described in 4.4, by US mail, first class. This
25 correspondence shall identify the amount written off and the account number(s) associated with
26 the written off and closed account(s).

AJ
MK
KLM

1 4.8 The write off and closure of an account or refund of amounts paid pursuant to this
2 Consent Decree shall not limit a patient's right to apply for charity care for any accounts not
3 written off and closed or refunded.

4 4.9 If Defendant previously reported any account for which it issues a refund or
5 writes off any amounts owing pursuant to this Consent Decree as delinquent to any credit
6 reporting agencies ("CRAs"), Defendant shall report the account as closed within ninety (90)
7 days of the entry of the Consent Decree, issuing a refund to the patient, or writing off a patient
8 balance, whichever is later.

9 4.10 If a patient who received Qualifying Treatment expresses interest in applying for
10 charity care or expresses an inability to pay for any patient responsibility associated with
11 Qualifying Treatment to Defendant through any means, Defendant shall provide a Charity Care
12 Attestation to the patient and explain that their completion of the Charity Care Attestation is
13 sufficient to apply for charity care for these charges.

14 4.10.1 Defendant shall accept Charity Care Attestations or other written and
15 signed statements describing the patient's family income from any patient who received
16 Qualifying Treatment as sufficient evidence upon which to extend charity care to the patient
17 subject to the terms and conditions described in 4.5 and its subparts.

18 4.11 If a patient who received Qualifying Treatment is approved for charity care,
19 Defendant will issue refunds of payments made by the patient, whether the payment was made
20 to (i) Defendant; (ii) an entity, which engages in collection on Defendant's behalf; or (iii) a third-
21 party debt collector. Payments made by the patient towards principal, interest, fees, and penalties
22 shall be refunded to the extent they can be identified.

23 4.11.1 Payments made by patients to third-party debt collectors can be
24 established by any reasonable written documentation, including bank statements, credit card
25 statements, cancelled checks, or records relating to garnishment, attachment, foreclosure,
26 repossession, or recoupment actions levied against the patient.

1 consent of the other party to apply to the Court at any time for enforcement of compliance with
2 this Consent Decree, to punish violations thereof, or to modify or clarify this Consent Decree.

3 6.3 Representatives of the Office of the Attorney General shall be permitted, upon
4 advance written notice of twenty (20) calendar days to Defendant, to access, inspect and/or copy
5 business records or documents in possession, custody, or under control of Defendant to monitor
6 compliance with this Consent Decree, provided that the inspection and copying shall avoid
7 unreasonable disruption of Defendant's business activities. The State shall not disclose any
8 information described in this Paragraph unless such disclosure is required by law. In the event
9 that a representative of the Office of the Attorney General receives a request under the Public
10 Records Act, subpoena, or other demand for production that seeks the disclosure of information,
11 as described in this Paragraph, the Office of the Attorney General shall notify Defendant as soon
12 as practicable and in no event more than thirty (30) calendar days after receiving such request,
13 and shall allow Defendant a reasonable time, not less than ten (10) business days, from the receipt
14 of such notice to seek a protective order relating to the information described in this Paragraph
15 or to otherwise resolve any disputes relating to the production of the information described in
16 this Paragraph before the State discloses any information described in this Paragraph. Nothing
17 in this Consent Decree shall affect the State of Washington's compliance with the Public Records
18 Act, RCW 42.56.

19 6.4 To monitor compliance with this Consent Decree, the State shall be permitted to
20 serve interrogatories pursuant to the provisions of Civil Rules 26 and 33 and to question
21 Defendant or any officer, director, agent, or employee of Defendant by deposition pursuant to
22 the provisions of Civil Rules 26 and 30.

23 6.5 This Consent Decree in no way limits the Office of the Attorney General, or any
24 other state agency, from conducting any lawful non-public investigation to monitor Defendant's
25 compliance with this Consent Decree or to investigate other alleged violations of the CPA, which
26 may include but is not limited to interviewing customers or former employees of Defendants.

1 6.6 Nothing in this Consent Decree shall be construed as to limit or bar any other
2 governmental entity, or consumer from pursuing other available remedies against Defendant,
3 unless otherwise limited or barred.

4 6.7 This Consent Decree resolves with prejudice all claims raised and which could
5 have been raised by the State of Washington or any of its officers, agencies, or departments or
6 the Washington State Department of Health against Defendant and Defendant's successors,
7 assigns, officers, agents, servants, employees, facilities, subparts, representatives, contractors,
8 vendors, affiliates, providers, and all other persons or entities in active concert or participation
9 with Defendant pertaining to the acts or omissions described in the Complaint filed in this matter.

10 6.8 Under no circumstances shall this Consent Decree or the name of the State of
11 Washington, the Office of the Attorney General, Consumer Protection Division, or any of their
12 employees or representatives be used by Defendant in connection with any selling, advertising,
13 or promotion of products or services, or as an endorsement or approval of Defendant's acts,
14 practices, or conduct of business.

15 6.9 This Consent Decree shall be binding upon and inure to the benefit of Defendant's
16 successors and assigns. Defendant and its successors and assigns shall notify the Attorney
17 General's Office at least thirty (30) days prior to any change in control of Defendant that would
18 change the identity of the corporate entity responsible for compliance obligations arising under
19 this Consent Decree, including but not limited to dissolution, assignment, sale, merger, or other
20 action that would result in the emergence of a successor corporation; the creation or dissolution
21 of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the
22 proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided,
23 however, that with respect to any proposed change in the corporation that would change the
24 identity of the corporate entity responsible for compliance obligations arising under this Consent
25 Decree about which Defendant and their successors and assigns learn less than thirty (30) days
26

1 prior to the date such action is to take place, Defendant and their successors and assigns shall
2 notify the Attorney General's Office as soon as is practicable after obtaining such knowledge.

3 6.10 Any notice or other communication required or permitted under this Consent
4 Decree shall be in writing and delivered to the following persons or any person subsequently
5 designated by the parties:

6 For the State of Washington:
7 Office of the Attorney General
8 Consumer Protection Division
9 Attention: Audrey Udashen, AAG
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188

For Defendant:
Capital Medical Center
Corporate Office
3900 Capital Mall Dr. SW
Olympia, WA 98502

With Copy to:
Re Knack
Ogden Murphy Wallace
901 Fifth Ave. Suite 3500
Seattle, WA 98164

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13 6.11 Upon entry of this Consent Decree, all claims in this matter not otherwise
14 addressed by this Consent Decree are dismissed.

15 6.12 The Clerk of Court is ordered to enter the foregoing Judgment and Consent
16 Decree immediately.

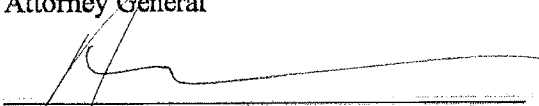
17 DONE IN OPEN COURT this ____ day of _____, 2018.

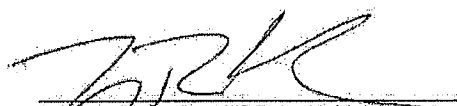
18
19
20 JUDGE/COURT COMMISSIONER

21 Approved for entry and presented by:

Approved for Entry, Notice of
Presentation Waived:

22 ROBERT W. FERGUSON
23 Attorney General

24 
25 AUDREY UDASHEN, WSBA #42868
26 Assistant Attorney General
Attorneys for Plaintiff
State of Washington


M. Re Knack, WSBA #26945
Ogden Murphy Wallace PLLC
Attorney for Defendants

1 Washington State Department of Health

2 

3 KELSEY L. MARTIN, WSBA #50296
4 Assistant Attorney General
5 Attorney for the Washington State Department of Health

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EXHIBIT A



Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON
A Consumer Protection Division
800 Fifth Avenue • Suite 2000 • MS TB 14 • Seattle WA 98104-3188
(206) 464-7744

ACT NOW! You may be eligible for a refund.

Dear Patient:

The Attorney General's Office protects all Washingtonians from unfair and deceptive business practices. My team and I work hard to hold businesses accountable and obtain justice for Washingtonians when businesses don't play by the rules.

My office filed a lawsuit against Capital Medical Center alleging that it failed to make financial assistance accessible to low-income patients from 2012 to 2016. My office and Capital Medical Center recently entered into an agreement to settle this lawsuit. A copy of the settlement is available here: [insert link to Consent Decree]. This settlement allows patients who were qualified for financial assistance to receive a refund of amounts they paid for care provided at Capital Medical Center from 2012-2016.

You have been identified as a patient who may have been eligible for charity care at the time of your treatment at Capital Medical Center.

Here is what you need to do to see if you are eligible for a refund:

- Consult the enclosed charts to see if your family income at the time you received treatment qualifies you for financial assistance; and
- If so, please return the enclosed form to be considered for financial assistance.

We are working hard to make sure every eligible patient receives a refund, but we need you to act now!

If approved for financial assistance, you will receive a refund of what you paid to Capital Medical Center.

If you have questions about this letter or Capital Medical Center's charity care program please contact 360-956-2576.

Sincerely,

BOB FERGUSON
Attorney General

EXHIBIT B

Capital Medical Center - Attestation of Eligibility For Financial Assistance

Patient's Full Name: _____

Patient's Date of Birth: _____

Full Name of Responsible Party (If Not The Patient): _____

Relationship of Responsible Party to Patient: _____

Approximate Date(s) of Treatment: _____

Contact Phone Number: _____

Contact Email (optional): _____

Contact Mailing Address: _____

By signing this document and requesting that Capital Medical Center provide me with financial assistance for medical treatment, I swear, affirm and represent under the penalty of perjury the following:

- The information I have provided above is true and correct to the best of my knowledge.
- The patient listed above received medical treatment at Capital Medical Center between January 1, 2012 and December 31, 2016, AND
- The household income of the patient or responsible party at the time of treatment was less than or equal to 100% of the 2016 Federal Poverty Guidelines, as set by the U.S. Department of Health & Human Services (see attached table A).

OR

- The household income of the patient or responsible party at the time of treatment was between 101% and 200% of the 2016 Federal Poverty Guidelines, as set by the U.S. Department of Health & Human Services (see attached table B).

Signature of Patient or Responsible Party

Date

Mail or fax to: Capital Medical Center, 3920 Capital Mall Dr SW, Suite 404, Olympia, WA 98502. Fax (360)956-1561. Please call (360) 956-2576 with any questions.

**Your Income At the Time of Your Treatment Must Fall Within the Amounts
in the Chart Below to Qualify for Financial Assistance**

TABLE A

100% of The Federal Poverty Guidelines - 2016	
Household / Family Size	Annual Household Income Must Be <u>Less Than or Equal To:</u>
1	\$11,770
2	\$15,930
3	\$20,090
4	\$24,250
5	\$28,410
6	\$32,570
7	\$36,730
8	\$40,890
For families/households with more than 8 persons, add \$4,160 for each additional person.	

TABLE B

101-200% of The Federal Poverty Guidelines - 2016	
Household / Family Size	Annual Household Income Must Be <u>Between:</u>
1	\$11,771 – \$23,540
2	\$15,931 – \$31,860
3	\$20,091 – \$40,180
4	\$24,251 – \$48,500
5	\$28,411 – \$56,820
6	\$32,571 – \$65,140
7	\$36,731 – \$73,460
8	\$40,891 – \$81,780
For families/households with more than 8 persons, add \$8,360 for each additional person.	

EXHIBIT C



Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON

A Consumer Protection Division
800 Fifth Avenue • Suite 2000 • MS TB 14 • Seattle WA 98104-3188
(206) 464-7744

ACT NOW! You may be eligible for a refund.

Dear Patient:

The Attorney General's Office protects all Washingtonians from unfair and deceptive business practices. My team and I work hard to hold businesses accountable and obtain justice for Washingtonians when businesses don't play by the rules.

My office filed a lawsuit against Capital Medical Center alleging that it failed to make financial assistance accessible to low-income patients from 2012 to 2016. My office and Capital Medical Center recently entered into an agreement to settle this lawsuit. A copy of the settlement is available here: [insert link to Consent Decree]. This settlement allows patients who were qualified for financial assistance to receive a refund of amounts they paid for care provided at Capital Medical Center from 2012-2016.

Here is what you need to do to see if you are eligible for a refund:

- Consult the enclosed charts to see if your family income at the time you received treatment qualifies you for financial assistance; and
- If so, please return the enclosed form to be considered for financial assistance.

We are working hard to make sure every eligible patient receives a refund, but we need you to act now!

If approved for financial assistance, you will receive a refund of what you paid to Capital Medical Center.

If you have questions about this letter or Capital Medical Center's charity care program please contact (360) 956-2576.

Sincerely,

BOB FERGUSON
Attorney General

EXHIBIT D



Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON
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Good news - you no longer owe a debt!

Dear Patient:

The Attorney General's Office protects all Washingtonians from unfair and deceptive business practices. My team and I work hard to hold businesses accountable and obtain justice for Washingtonians when businesses don't play by the rules.

My office filed a lawsuit against Capital Medical Center alleging that it failed to make financial assistance accessible to low-income patients from 2012 to 2016. My office and Capital Medical Center recently entered into an agreement to settle this lawsuit. A copy of the settlement is available here: [insert link to Consent Decree].

As part of the settlement, Capital Medical Center can no longer collect on certain accounts owed to it by patients treated at its Washington hospitals. You are a member of this group.

As a result, you no longer owe [amount discharged] on [account number(s)] to Capital Medical Center

If you have questions about this letter or Capital's charity care program please contact: (360) 956-2576.

Sincerely,

BOB FERGUSON
Attorney General

RWF/jlg
Enclosures