



**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND CAMP BRAVO
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ # 202-35-304**

BACKGROUND

1. The parties to this Settlement Agreement are the United States of America and Camp Bravo.
2. This matter is based upon a complaint filed with the United States Department of Justice alleging that Camp Bravo discriminated against an individual with a disability in violation of title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181-12189. Specifically, the Complainant alleged that Camp Bravo refused to admit her daughter because she has epilepsy and requires certain medication be administered to her in emergency situations.
3. The Attorney General is responsible for administering and enforcing title III of the ADA, 42 U.S.C. §§ 12181-12189, and the regulation implementing title III, 28 C.F.R. Part 36.
4. The Complainant is the mother of a child who has epilepsy. Epilepsy is a physical impairment that substantially limits one or more major life activities, including neurological functions during a seizure. An episodic impairment, such as epilepsy, is a disability if it substantially limits a major life activity when active. 42 U.S.C. § 12102(4)(D). Accordingly, the Complainant's daughter has a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.104.
5. Camp Bravo is a private day camp for children ages 4½ through sixth grade. The summer camp hosts two four-week sessions on the Campus of Goucher College in Towson, Maryland. During the winter, Camp Bravo's place of business is located at 2027 Middleborough Road, Baltimore, Maryland 21221.
6. Camp Bravo is a private entity within the meaning of 42 U.S.C. § 12181(6) and is a place of public accommodation within the meaning of 42 U.S.C. § 12181(7); 28 C.F.R. § 36.104. Camp Bravo is a public accommodation subject to title III of the ADA because it owns, leases (or leases to), or operates a place of public accommodation. *See* 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.

TITLE III COVERAGE

7. Under title III of the ADA, no person who owns, leases (or leases to), or operates a place of public accommodation may discriminate against an individual on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201. Discrimination includes a public accommodation's failure to make reasonable modifications in policies, practices, or procedures when necessary to afford its goods, services, facilities, privileges, advantages, or accommodations to an individual with a disability, unless the public accommodation can demonstrate that making the modifications would fundamentally alter the nature of the services. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302.
8. It is the United States' position that it generally will be a reasonable modification required by title III of the ADA for certain public accommodations, such as camps and child care service providers, to train laypersons to administer Diastat.
9. Ensuring that camps do not discriminate against persons with disabilities, such as epilepsy, is an issue of general public importance. The United States is authorized to investigate alleged violations of title III of the ADA and to bring a civil action in federal court in any case that involves a pattern or practice of discrimination or that raises issues of general public importance. 42 U.S.C. § 12188(b).

UNITED STATES' FINDINGS

10. As a result of its investigation, the United States has determined that:
 - a. The Complainant's daughter (the "Camper") has epilepsy, a seizure disorder. In February 2011, the Camper was prescribed Diastat, a rectal gel formulation of diazepam,¹ for use in an emergency situation where the Camper has prolonged or acute repetitive seizures. Diastat is an FDA-approved, emergency medication for the treatment of serial or cluster seizures, sometimes referred to as acute repetitive seizures or grand mal seizures. It is a premeasured gel designed to be administered by a trained layperson.²

¹ For purposes of this Agreement, we will refer to the rectal gel formulation of diazepam as "Diastat."

² Diastat is administered rectally by using a pre-filled plastic syringe with a plastic tip, which a pharmacist or a doctor fills and then locks, guaranteeing the correct dosage is administered. If Diastat is administered within the first 15 minutes after a seizure begins, it will stop the seizure 80 percent of the time. The most common side effect is sleepiness.

- b. The Complainant sought to enroll her then seven-year-old daughter in Camp Bravo in 2011, and again in 2012. The Complainant requested that Camp Bravo administer Diastat to the Camper if she experienced a seizure emergency while at Camp Bravo.
 - c. Camp Bravo requires campers to self-administer medications and has designated staff who are certified in cardiopulmonary resuscitation (CPR) and First Aid to supervise this. However, Camp Bravo staff are trained to administer Epi-pens, a pre-measured emergency medication for severe allergic reactions.
 - d. The Chief Medical Officer at nearby University of Maryland, St. Joseph Medical Center is Camp Bravo's designated health supervisor, in accordance with Maryland state law.
 - e. Camp Bravo did not have a nurse on staff in 2011. Camp Bravo ultimately hired a nurse for summer 2012; however, the nurse was not available for field trips or bus rides.
 - f. It is Camp Bravo's position that it will not train unlicensed staff members to administer Diastat to campers.
 - g. As a result, the Camper was not able to attend Camp Bravo in 2011 or in 2012.
11. The United States has determined that Camp Bravo discriminated against the Camper by denying her, on the basis of disability, the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of Camp Bravo, in violation of 42 U.S.C. § 12182 and 28 C.F.R. § 36.201. Specifically, Camp Bravo discriminated against the Camper by failing to make reasonable modifications in its policies, practices, or procedures for the administration of medications when necessary to afford the Camper an opportunity to participate in and benefit from its goods, services, facilities, privileges, advantages, and accommodations. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302.
 12. Camp Bravo disputes the United States' determination that it violated any aspect of the ADA. Camp Bravo denies all allegations of liability asserted in this matter, and maintains that it fully complied with the ADA.
 13. Camp Bravo and the United States understand and agree that this Settlement Agreement is a compromise settlement of disputed claims, and that the making of this Settlement Agreement shall not be deemed or construed to be an admission by Camp Bravo of any liability or fault of any kind, which fault or liability is expressly denied.

14. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without engaging in protracted litigation. The parties have therefore voluntarily entered into this Agreement, agreeing as follows:

ACTIONS TO BE TAKEN BY CAMP BRAVO

15. Pursuant to title III of the ADA and its implementing regulation, Camp Bravo shall not discriminate against any individual on the basis of disability, including epilepsy, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of Camp Bravo.
16. Camp Bravo will adopt, maintain, and enforce the non-discrimination statement attached hereto and incorporated by reference herein as Exhibit 1 to this Agreement. Within 30 days of the effective date of this Agreement, Camp Bravo will prominently post a copy of this non-discrimination statement in its main office, and include a hyperlink to the non-discrimination statement on the main company webpage, currently hosted at <http://www.campbravo.com/>, to remain posted for the duration of this Agreement.
17. Camp Bravo will adopt, maintain, and enforce an Emergency Anti-Seizure Medication Administration (EASMA) Policy and Procedure, attached hereto and incorporated by reference herein as Exhibit 2 to this Agreement. Camp Bravo may hire or contract with licensed healthcare professionals, such as a registered nurse, to administer Diastat to campers who require it. This determination will be made by Camp Bravo on an individualized, case-by-case basis, in compliance with federal law. The parents or guardians of any camper who requires Diastat are responsible for providing, at their cost, all necessary equipment and supplies for the administration of Diastat.
18. In addition, as part of its EASMA Policy and Procedure, Camp Bravo will adopt forms for (1) a Seizure Emergency Action Plan and (2) a Physician's Order for the Administration of Diastat, which are attached hereto and incorporated by reference herein as Attachments 1 and 2 to Exhibit 2 of this Agreement. Such forms are intended to ensure that Camp Bravo has individualized information and instructions relating to the management of each child's seizure disorder.
19. When informed that one of its campers has been diagnosed with a seizure disorder, including epilepsy, or that a child with a seizure disorder has applied for enrollment to Camp Bravo or its programs, Camp Bravo will advise the child's parents or guardians of the conditions under the EASMA Policy and Procedure and that Camp Bravo will comply with the ADA.
20. Camp Bravo will print and maintain copies of the EASMA Policy and Procedure in a central location; will provide the EASMA Policy and Procedure to any interested party requesting it or a modification of policies, practices, or procedures due to a seizure

disorder; and will incorporate the EASMA Policy and Procedure into its standard operating procedures and handbook(s).

21. Camp Bravo will notify counsel for the United States in writing when it has completed the actions described in paragraphs 16-20.
22. Within 30 days of receipt of any complaint related to reasonable modifications requested by a camper, or a camper's parent or guardian, pursuant to the ADA, Camp Bravo shall send an email to counsel for the United States with a copy of any such complaint or, if an oral complaint was made, a description of the complaint and Camp Bravo's response.

TRAINING

23. Prior to the first camp session in 2016, Camp Bravo will provide training on title III of the ADA to all Camp Bravo supervisory staff and employees who supervise (or are otherwise directly responsible for) campers while they are in attendance at Camp Bravo (including, but not limited to, all counselors, tutors, instructors, and directors). This training shall address the requirements of title III of the ADA and its implementing regulation as they apply to private day camps, including the provision of reasonable modifications to children with disabilities when necessary to prevent discrimination. In addition, Camp Bravo will ensure that all new supervisory staff and employees who supervise (or are otherwise directly responsible for) campers receive the training as a component of new employee training and orientation. The trainers who will conduct this training, as well as the curricula and any materials used in the trainings, shall be approved in advance by counsel for the United States. Camp Bravo shall adopt any changes to the curricula and materials made by counsel for the United States.
24. Prior to each camp session during which a camper with epilepsy is enrolled in the camp, Camp Bravo will provide training on epilepsy and seizures to all Camp Bravo personnel who may be responsible for the camper with epilepsy. The basic training shall include the following: (1) a general overview of epilepsy; (2) a basic understanding of seizures and the different types and characteristics of each; and (3) how to manage seizures during the camp day, including in an emergency, based upon the camper's Seizure Emergency Action Plan and Physician's Order.
25. Camp Bravo shall send the proposed curricula and any materials for the trainings required by paragraphs 23 and 24, as well as the name(s), resumes, and contact information of the individual(s) who will conduct the trainings, to undersigned counsel for the United States via electronic mail no later than 30 days before the trainings occur. The curricula and materials used in the trainings required by these paragraphs shall be consistent with the provisions of this Agreement.

26. Camp Bravo shall create and maintain an attendance log that documents the name of each individual who attends the trainings required by paragraphs 23 and 24, his or her title, and the date he or she attended the training(s). Copies of such attendance sheets shall be provided to the United States within 10 days of completion of any training required by this Agreement.

SPECIFIC RELIEF

27. Camp Bravo will allow the Camper to attend Camp Bravo during the session or sessions of her choosing for all future summers during which she is of eligible age.
28. Within 30 days of the effective date of this Agreement, Camp Bravo shall pay \$8,000 to the Complainant, on behalf of her daughter, to compensate her daughter for the harm she has endured (including, but not limited to, emotional distress, pain and suffering, and other consequential injury) as a result of Camp Bravo's failure to admit her, as authorized by 42 U.S.C. § 12188(b)(2)(B); 28 C.F.R. § 36.504(a)(2). Such payment shall be made by check payable to the order of the Complainant (in her legal name) and delivered to the Complainant via overnight, private courier. Camp Bravo will notify counsel for the United States in writing on the day when any payment of monetary relief to the Complainant required under this Agreement has been made, and will provide counsel for the United States with a scanned copy of the check.

ENFORCEMENT

29. In consideration for the Agreement set forth above, the United States will close its investigation of DJ # 202-35-304 and will not institute any civil action at this time alleging discrimination based on the findings set forth in paragraphs 10 and 11. However, the United States may review Camp Bravo's compliance with this Agreement or title III of the ADA at any time. If the United States believes that title III of the ADA, this Agreement, or any portion of it has been violated, it may institute a civil action in the appropriate U.S. District Court to enforce this Agreement and/or title III of the ADA against Camp Bravo.
30. Failure by the United States to enforce any provision of this Agreement is not a waiver of its right to enforce that or any other provision of this Agreement.
31. 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 United States and Camp Bravo 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.

32. This Agreement shall be binding on Camp Bravo, including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees. In the event that Camp Bravo seeks to sell, transfer, or assign all or part of its interest during the term of this Agreement, as a condition of sale, transfer, or assignment, Camp Bravo shall obtain the written accession of the successor or assignee to any obligation remaining under this Agreement for the remaining term of this Agreement.
33. A signatory to this document in a representative capacity for Camp Bravo represents that he or she is authorized to bind Camp Bravo to this Agreement.
34. This Agreement constitutes the entire agreement between the United States and Camp Bravo on the matters raised herein, and no other prior or contemporaneous statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written agreement, including any attachments, shall be enforceable. This Agreement can only be modified or amended by mutual written agreement of the parties.
35. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement, including any other claims for discrimination on the basis of epilepsy. Nothing in this Agreement relieves Camp Bravo of its obligation to fully comply with the requirements of the ADA.
36. The parties shall not discriminate or retaliate against any person because of his or her participation in this matter.

EFFECTIVE DATE/TERMINATION DATE

37. The effective date of this Agreement is the date of the last signature below.
38. The duration of this Agreement will be three years from the effective date.


AGREED AND CONSENTED TO:

DR. IRENE GROSSMAN
Executive Director
Camp Bravo
3810 Menlo Drive
Baltimore, Maryland 21215

Date

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6/24/2015

AGREED AND CONSENTED TO:



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