

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
INLAND NORTHWEST BEHAVIORAL HEALTH CENTER, LLC.**

This Settlement Agreement (herein “this Agreement”) is made and entered into between the United States of America by and through the United States Attorney’s Office for the Eastern District of Washington (herein “the United States”) and Inland Northwest Behavioral Health, LLC (herein “INBH”) (herein collectively “the Parties,” where appropriate), through their authorized representatives.

RECITALS

- A. Title III of the ADA prohibits discrimination on the basis of disability by places of public accommodation. 42 U.S.C. § 12182; 28 C.F.R. § 36.201. Specifically, Title III of the ADA requires places of public accommodation to make reasonable modifications to policies, practices, or procedures to afford access to persons with disabilities, including those who use service animals, that is equal to the access afforded to individuals without disabilities. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a).
- B. The United States is authorized to enforce Title III of the ADA by seeking damages and full compliance with the provisions of Title III of the ADA, including requiring the owners and operators of a place of public accommodation to make reasonable modifications to policies, practices, and procedures, 28 C.F.R. § 36.504(a).
- C. The United States initiated an investigation of INBH under Title III of the ADA after receiving a complaint alleging that INBH discriminated against a person with disabilities (herein “the Complainant”) by requesting the Complainant show proof of vaccination records for the Complainant’s service animal, secluding the Complainant and the Complainant’s service animal from others, and failing to make reasonable modifications to rules, policies, and procedures. The Complainant is an individual with disabilities, as defined by the ADA and its implementing regulation, 42 U.S.C. § 12102(2); 28 C.F.R. § 36.104.
- D. INBH is a subsidiary company of Universal Health Services, Inc. INBH is a psychiatric treatment hospital that provides specialized treatment for mental health disorders. INBH is a public accommodation as defined in section 301(7)(E) of the ADA, 42 U.S.C. § 12181(7)(E), and its implementing regulation, 28 C.F.R. § 36.104.
- E. Between on or about September 17, 2023, and through September 28, 2023, the Complainant was receiving inpatient treatment at INBH. On September 19, 2023, the Complainant requested permission for the Complainant’s service dog to come for visitation hours with Complainant’s partner. The Complainant was initially told by INBH staff that visitation had been approved for the evening of September 21, 2023. However, INBH staff subsequently told the Complainant that the Complainant’s service animal could not attend visitation hours unless the Complainant provided proof of the service animal’s vaccination records and any other documentation showing proof of the service

animal's status. Prior to visitation hours commencing, INBH staff cleared the Complainant's service animal for visitation hours, without needing to see proof of the service animal's vaccination records. Prior to visitation hours commencing, the Complainant was informed by INBH staff that the Complainant, the Complainant's partner, and the Complainant's service animal were required to conduct visitation hours in an outdoor area, secluded from other patients who were visiting in the cafeteria. The Complainant, the Complainant's partner, and the Complainant's service animals were secluded to an outside area, away from the other patients and visitors visiting in the cafeteria. A week later, on September 28, 2023, the Complainant, the Complainant's spouse, and the Complainant's service animal were subject to same rules and separated from the general visitation area in the cafeteria.

- F. INBH has cooperated with the United States' investigation of this matter, and has responded timely to each and every request made by the United States, including providing information for review and making employees available for interviews. INBH has stated its interest in improving policies and procedures regarding service animals in its facility, and developing and implementing training to further those efforts.
- G. The United States contends that it has certain civil claims against INBH arising from INBH's violation of Title III of the ADA, occurring between September 17, 2023, and September 28, 2023.
- H. INBH denies that it discriminated against Complainant on the basis of disability and states that it generally permits patients to bring their service animals to visitation hours and also maintains a service animal policy which complies with the requirements of the ADA.
- I. In consideration of the terms of this Agreement, the United States agrees to refrain from filing a civil suit under Title III of the ADA for the conduct described in paragraph E above, except as provided in the Enforcement Section of this Agreement.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

REMEDIAL ACTION

- 1. Consistent with the ADA, INBH will not discriminate against any individual on the basis of disability in the full and equal enjoyment of any of its goods, services, facilities, privileges, advantages, or accommodations, at its facility now owned or which it may acquire during the life of this Agreement. Specifically, as provided by the ADA, INBH will not refuse to make reasonable modifications to policies, practices, and procedures to afford equal access to its goods, services, facilities, privileges, advantages, or accommodations of INBH at its facility, by persons with disabilities, including but not limited to persons who use service animals.

Service Animal Policy

2. Within sixty (60) days of the Effective Date of this Agreement, to ensure equal access for persons with disabilities who use service animals at INBH's facilities, INBH will institute and implement a written Service Animal Policy (hereinafter "the written Policy") that is compliant with federal and state law, including, but not limited to, the ADA, and which ensures that persons with disabilities are not denied service, denied reasonable accommodation, or subject to other discrimination on the basis of having a service animal. The written Policy is attached to this Agreement as Attachment A.
3. Within fifteen (15) days of implementing the written Policy, INBH will distribute the written Policy to all INBH employees, requiring each to certify that they have read, understand, and agree to abide by the written Policy. Thereafter, INBH will provide all new employees with the written Policy and have them certify that they have read, understand, and agree to abide by the written Policy within five (5) days of the employee's start date with INBH.
4. Within fifteen (15) days of implementing the written Policy, INBH will post the written Policy in a conspicuous location in its facility where patients and visitors can readily read the written Policy. The posted written Policy shall be printed in a bold font no smaller than 16 points on a contrasting background and shall include an image designed by INBH of a person with a disability who uses a service dog. The heading on the posted written Policy ("INLAND NORTHWEST BEHAVIORIAL HEALTH'S POLICY REGARDING SERVICE ANIMALS FOR PEOPLE WITH DISABILITIES") shall be printed in capital letters in a bold font no smaller than 20 points. Physical copies of the posted written Policy will be refreshed, as needed, for the life of this Agreement. Upon request of any patient or potential patient who is vision impaired, INBH will read the written Policy to that individual.
5. Within fifteen (15) days of implementing the written policy, INBH will also post a copy of the written Policy where employees can readily read the written Policy, such as the employee lounge or prominently at an employee entrance. The posted written Policy shall be printed in a bold font no smaller than 16 points on a contrasting background and shall include an image designed by INBH of a person with a disability who uses a service dog. The heading on the posted written Policy ("INLAND NORTHWEST BEHAVIORIAL HEALTH'S POLICY REGARDING SERVICE ANIMALS FOR PEOPLE WITH DISABILITIES") shall be printed in capital letters in a bold font no smaller than 20 points. Physical copies of the posted written Policy will be refreshed, as needed, for the life of this Agreement.
6. By January 1, 2025, INBH will provide the United States with a certification that it has complied with paragraph 2 through 6 of this Agreement and provide proof of the same. Such proof shall include a log detailing all INBH employees who have certified that they have read, understand, and agree to abide by the written Policy; photographic evidence of the written Policy being posted on INBH's website and at locations conspicuous to the public and at locations conspicuous to employees at its facility.

Training

7. Within one-hundred and twenty (120) days of the effective date of this Agreement, and on an annual basis for the life of this Agreement, INBH will provide educational training concerning the substantive provisions of the ADA and the Title III Policy. INBH shall provide the training to all of its employees. This training may be in person but can also be performed through a web portal or similar online platform. INBH shall provide the United States a syllabus of the training session at least fifteen (15) days in advance of the training. The training shall be adequate to ensure that employees are appropriately trained regarding, and are able to follow, the written Policy. This training, which, for employees must be at least thirty (30) minutes in duration shall include the following:
 - a. Accurate information on INBH's duties and obligations under Title III of the ADA to permit service animals at its facility;
 - b. Instruction on the written Policy regarding service animals;
 - c. Instruction on procedures to ensure that patients with disabilities accompanied by service animals have access to INBH's facility that is equal to the access afforded to patients without disabilities;
 - d. Time reserved for question-and-answer by attendees to review each of the foregoing areas; and
 - e. Certification of attendance by the person conducting the training for each person attending the program. INBH will send the United States copies of all such certifications of attendance within thirty (30) days of each training.

Annual Reporting

8. For the life of this Agreement, except as provided in paragraph 26, INBH shall submit a Report to the United States documenting its compliance with this Agreement every twelve (12) months from the Effective Date of this Agreement, except for the Final Annual Report which shall be sixty (60) days prior to two (2) years from the Effective Date of this Agreement.
 - a. The Annual Reports shall report for the preceding twelve (12) months:

any lawsuit, agency complaint or grievance alleging that INBH has violated Title III of the ADA. Such notice will include a description of the nature of the allegation, the name of the individual making the allegation, and all documentation in the possession, custody, or control of INBH relevant to the allegation. The first Annual Report filed with the United States under this Agreement shall include all ADA Title III lawsuits and all complaints, charges, or grievances that are pending or otherwise unresolved at the time the first Annual Report is made. All subsequent reports shall include notice of all relevant lawsuits, complaints, charges,

and grievances made subsequent to the immediately previous Annual Report, as well as those reported in previous Annual Reports that remain pending or were, for whatever reason, omitted from a previous Annual Report.

- b. All Annual Reports required pursuant to this Agreement shall be delivered to the undersigned counsel for the United States, and/or his designees as may be directed in writing, via electronic mail to USAWAE.CivilRights@usdoj.gov with the subject line "INBH ANNUAL REPORT."

Compensatory Damages

9. The ADA authorizes the United States to seek a court award of compensatory damages on behalf of individuals aggrieved as the result of violations of Title III of the ADA. 42 U.S.C. § 12188(b)(2)(B); 28 C.F.R. § 36.504(a)(2).
10. Within thirty (30) days after receiving Complainant's signed release (a blank release form is attached as Attachment B) and providing a completed Form W-9, INBH will send a check to Complainant for \$10,000.00 (the "monetary award") made out Complaint and mailed to the address listed in Form W-9. This check is compensation to the Complainant pursuant to 42 U.S.C. § 12188(b)(2)(B) for the effects of the alleged discrimination and the harm he has endured (including emotional distress and pain and suffering).

ENFORCEMENT

11. If at any time INBH desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the United States in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is a written Agreement by the United States to the proposed modification, the proposed modification will not take effect. The United States shall grant or deny any proposed modification in its sole discretion and shall not act unreasonably, arbitrarily, or capriciously, and will not unreasonably withhold or delay a decision.
12. In consideration for the Agreement set forth above, the United States will close its investigation of INBH and will not institute a civil action at this time alleging discrimination based on the determinations set forth in paragraph E (Recitals). However, the United States may review INBH'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 commence a civil action in the appropriate U.S. District Court to enforce this Agreement and/or Title III of the ADA. If the United States believes that INBH has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the United States for a modification of the relevant terms, the United States will so notify INBH in writing through its legal counsel, Joseph J. Lynett and Shevonne S. Greene, and

it will attempt to resolve the issue or issues in good faith. If the United States is unable to reach an agreed to satisfactory resolution of the issue or issues raised within thirty (30) days of the date it provides written notice to INBH through its legal counsel, Joseph J. Lynett and Shevonne S. Greene, it may institute a civil action in federal court to enforce the terms of this Agreement and/or Title III of the ADA, including but not limited to an action based on the conduct described in paragraph E of this Agreement, and may, in such action, seek any relief available under law. The parties agree that the United States District Court for the Eastern District of Washington will have sole and exclusive venue and jurisdiction for any such civil action including whether INBH failed to comply in a timely manner with any requirement of this Agreement.

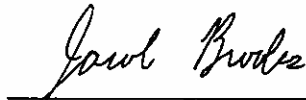
13. In order to effectuate paragraph 12 of this Agreement, and in consideration for the United States not initiating a civil action against INBH under Title III of the ADA except as provided for under this Agreement, INBH agrees that the period of time between September 21, 2023, and the Effective Date, shall be excluded when determining whether any civil claims under Title III of the ADA arising from the conduct described in paragraph E of this Agreement are time-barred by statute of limitations, laches, or any other time-related defenses.
14. Failure by the United States to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the United State' right to enforce other deadlines and provisions of this Agreement. INBH shall send all notices and required communications under this Agreement to the United States by emailing them to uswae.CIVILRIGHTS@usdoj.gov with the subject line: "PURSUANT TO INBH ADA AGREEMENT" or, in the case of annual reports as provided in paragraph 12, with the subject line: "INBH ANNUAL REPORT."
15. INBH understands that the United States may disclose this Agreement and information about it to the public.
16. This Agreement shall be binding on INBH's successors, transferees, heirs, and assigns.
17. This Agreement constitutes 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, will be enforceable. This Agreement is intended to be for the benefit of the Parties only.
18. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
19. INBH and its below signatories to this Agreement represents that they freely, voluntarily, and knowingly enter into this Agreement.
20. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court

for the Eastern District of Washington. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all parties to this Agreement and shall not, therefore, be construed against any party for that reason in any subsequent dispute.

21. This Agreement does not affect INBH's continuing responsibility to comply with all aspects of the ADA.
22. The life of this Agreement is for two (2) years from the Effective Date of this Agreement unless otherwise agreed to in writing by the Parties. Notwithstanding the two (2) year life of this Agreement, after one (1) year from the Effective Date of this Agreement and upon the submission of INBH's first Annual Report as required under paragraph 9, the Parties may agree in writing that this Agreement has been fully complied with and that the Parties owe each other no further duties or obligations under this Agreement, such written agreement by the United States shall not be unreasonably withheld. Nothing in this Agreement prevents the parties from validly agreeing in writing to any other changes to this Agreement as provided for in paragraph 12 and consistent with the law of the United States.
23. This Agreement shall be binding on INBH's successors, transferees, heirs, and assigns, except that if INBH sells its company or its assets to an unrelated, arms-length purchaser during the life of this Agreement, the remedial requirements of this Agreement shall not be binding upon the purchaser.
24. The persons signing this Agreement for INBH represent, respectively, that they are each individually authorized to bind INBH to this Agreement.
25. The Effective Date of this Agreement is the date of the last signature to this Agreement. This Agreement may be executed in counterparts.

FOR THE UNITED STATES:

Vanessa R. Waldref
United States Attorney for the
Eastern District of Washington

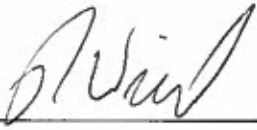


Jacob E. Brooks
Assistant United States Attorney
Eastern District of Washington

9/13/2024

Date

FOR INLAND NORTHWEST BEHAVIORAL HEALTH:



Rlynn Wickel
CEO for Inland Northwest Behavioral, LLC

9-13-2024

Date