

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
GLENBEIGH, ROCK CREEK, OHIO,
UNDER THE AMERICANS WITH DISABILITIES ACT**

[Press Release](#)

BACKGROUND

1. The parties to this Settlement Agreement are the United States of America and Glenbeigh, a non-profit corporation with its principle place of business in Rock Creek, Ohio. The term “Glenbeigh” includes Glenbeigh’s employees, directors, officers, and other agents.
2. This matter is based upon a complaint with the United States Department of Justice (“Department”), in which a complainant alleged that Glenbeigh discriminated against him on the basis of his disability in violation of title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181, *et seq.* Specifically, the complainant alleges that Glenbeigh refused to admit him for treatment based on his HIV and HIV-related medical conditions.
3. The parties have reached agreement that it is in the parties’ best interests, and 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:

TITLE III COVERAGE AND FINDING

4. The Attorney General is responsible for administering and enforcing title III of the

ADA, 42 U.S.C. §§ 12181-12189, and the relevant regulations implementing title III, 28 C.F.R. Part 36.

5. The complainant, an individual with HIV, has a physical impairment that substantially limits one or more major life activities, including the functions of the immune system, which is a major bodily function. Accordingly, he has a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.104.
6. Glenbeigh is a hospital that provides addiction prevention, treatment, and recovery services, with its principal location at 2863 State Route 45, Rock Creek, Ohio, 44084. Glenbeigh is a wholly owned subsidiary of Ashtabula County Medical Center, with its principal location at 2420 Lake Avenue, Ashtabula, Ohio, 44004.
7. Glenbeigh owns and operates a place of public accommodation within the meaning of 42 U.S.C. § 12182(a); is a private entity within the meaning of 42 U.S.C. § 12181(6); and is considered a place of public accommodation within the meaning of 42 U.S.C. § 12181(7) because it affects commerce and operates a hospital. *See also* 28 C.F.R. § 36.104.
8. 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).
9. The United States has made the following factual determinations (not necessarily accepted or admitted by Glenbeigh):
 - a. In or about January 2010, the complainant sought admission to Glenbeigh for substance abuse treatment. He informed Glenbeigh staff that he has HIV, and requested a private room with private bathroom because he felt self-conscious

about bruising on his arms. He informed Glenbeigh that this bruising is due to lipodystrophy/lipoatrophy, a side-effect of medication he takes in connection with his HIV.

- b. Glenbeigh has only one private room, which is generally used for clients with special needs during the first few days of detox. None of Glenbeigh's rooms, including its only private room, has private bathroom facilities. After Glenbeigh made the complainant aware of this, including during an in-person tour, he continued to seek admission and was advised by Glenbeigh that he was cleared for admission. Before he was admitted, the complainant advised Glenbeigh that an unrelated medical procedure would cause him to decline admission to Glenbeigh at that time.
- c. Several months later the complainant again sought admission to Glenbeigh. Ultimately, Glenbeigh's Medical Director was called upon to determine whether the complainant could be medically cleared for admission. The Medical Director never examined the complainant, nor did he personally review any of his medical records. Based on what the United States contends was inaccurate factual information relayed verbally by a Glenbeigh nurse, the Medical Director declined to medically clear the complainant for admission. Through interviews conducted by the Department it was confirmed from staff that this was because of the complainant's HIV-related condition.
- d. The complainant was informed that he was denied admission through a telephone call from a Glenbeigh Intake Counselor. She informed him that the denial was based on medical grounds. After the call, the complainant requested a written explanation of why he was denied. A few days later, he received a letter cosigned by Glenbeigh's Medical Director and Director of Nursing, stating that Glenbeigh could not accommodate his request for private accommodations.

- e. After he received that letter, the complainant sent an email to the President of Ashtabula County Medical Center, with which Glenbeigh is affiliated, requesting copies of Glenbeigh's admissions and non-discrimination policies. In that email, the complainant indicated he believed his denial of admission to Glenbeigh was discriminatory. The President responded that he was transmitting the complainant's request to Glenbeigh's CEO.
 - f. A short time later, the Director of Nursing called the Complainant and asserted that he had never been denied admission to Glenbeigh, and could be admitted at that time. The complainant, confused and upset at what he felt were contradictory statements by Glenbeigh, declined to be admitted.
10. The United States has determined that Glenbeigh discriminated against the complainant by denying the complainant the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of Glenbeigh in violation of 42 U.S.C. § 12182 and 28 C.F.R. § 36.201. The United States has further determined that Glenbeigh cannot show that treating the complainant would have posed a direct threat to the health or safety of others, *see* 42 U.S.C. § 12182(b)(3).
 11. Glenbeigh denies and in no way admits that it discriminated against the complainant in violation of 42 U.S.C. § 12182 and 28 C.F.R. § 36.201, or any other statute, rule, or regulation of similar import in any jurisdiction. By Glenbeigh entering this Agreement, it is understood by all parties that Glenbeigh does not admit any legal wrongdoing and is entering this Agreement in the interest of resolving all claims and issues relating to the complaint and the complainant to avoid the costly necessity of litigation.
 12. Except to the extent necessary to enforce this Agreement it is agreed that neither this Agreement nor any part thereof will be used or admitted into evidence in any proceeding arising from the instant complaint unless otherwise ordered or as provided by law.

ACTIONS TO BE TAKEN BY GLENBEIGH

13. Glenbeigh will not discriminate against any individual on the basis of disability, including HIV, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of Glenbeigh in violation of 42 U.S.C. § 12182, and the relevant implementing regulations, 28 C.F.R. Part 36.
14. Glenbeigh will not refuse to treat any potential client on the grounds that he or she poses a direct threat to the health or safety of others due to a disability without first performing an individualized assessment of that individual as required by 28 C.F.R. § 36.208. This individualized assessment must be based on a reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures will mitigate this risk.
15. For each person for whom Glenbeigh completes an Admissions Questionnaire and who is not medically admitted to Glenbeigh, Glenbeigh will document the reasons for non-admission with the names of those who participated in the decision. Such documentation will be maintained for at least two years from the date the person is not admitted.
16. For each potential client who discloses a diagnosis of HIV/AIDS, or who is diagnosed with HIV/AIDS during treatment at Glenbeigh, and who is denied admission or discharged from treatment for any reason, Glenbeigh shall maintain a written file for at least two years from the date a final decision on admission or discharge is made. Each file must identify all persons involved in the determination and must include written documentation supporting the basis for the determination.
17. Within 30 days of the effective date of this Agreement, Glenbeigh will draft a policy stating that it does not discriminate in the provision of services to persons with disabilities, including persons who have HIV. Once it has been approved by counsel for the United States, this policy statement will be conspicuously posted in the reception

area at Glenbeigh and on the company webpage, currently at <http://www.glenbeigh.com>, for the duration of this Agreement.

18. Within 60 days of the effective date of this Agreement, and every year thereafter for the duration of the Agreement, Glenbeigh will provide training on title III of the ADA to all Glenbeigh employees, including training about HIV discrimination in general. Employees whose duties will involve the record-keeping provisions set forth in Paragraph 15 and 16 will also be trained on how to implement those provisions.
19. All training manuals or written materials dealing with Glenbeigh's policies and practices used in the training required in Paragraph 18 or revised or created after the effective date of this Agreement shall be consistent with the provisions of this Agreement, and approved in advance by counsel for the United States, for the duration of this agreement.
20. Glenbeigh will notify the United States when it has completed the actions described in Paragraphs 17 and 18.
21. Within 30 days of the effective date of this Agreement, Glenbeigh will pay \$32,500 to the complainant to compensate him for the harm he claims he has endured (including, but not limited to, emotional distress, pain and suffering and other consequential injury) as a result of Glenbeigh's failure to treat him. In consideration therefore, and prior to execution of the Agreement, the Complainant shall execute a Release of All Claims.
22. Within 30 days of the effective date of this Agreement, Glenbeigh will pay a civil penalty in the amount of \$5,000 as authorized by 42 U.S.C. § 12188(b)(2)(C) and 28 C.F.R. § 36.504(a)(3), as amended, in order to vindicate the public interest.

OTHER PROVISIONS

23. In consideration for the Agreement set forth above, the United States will not institute any civil action alleging discrimination based on the allegations raised in DJ # 202-57-164, except as provided in Paragraph 24, below.

24. The United States may review Glenbeigh's compliance with this Agreement or title III of the ADA at any time. However, if a compliance review requires an on-site review by the United States, such on-site review shall be conducted only during Glenbeigh's normal administrative business hours. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with Glenbeigh and the parties will attempt to resolve the concerns in good faith. The United States will give Glenbeigh at least thirty days from the date it notifies Glenbeigh of any breach of this Agreement to cure that breach. If the United States is unable to reach a satisfactory resolution of the issue or issues raised within that established time frame, it may institute a civil action in the appropriate United States District Court to enforce this Agreement or title III of the ADA.
25. Failure by the United States to enforce any provision of this Agreement shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.
26. A signatory to this document in a representative capacity for Glenbeigh represents that he or she is authorized to bind Glenbeigh to this Agreement.
27. Nothing in this Agreement shall be construed to render any of the employees, directors, officers, or other agents personally liable for the corporate covenants contained herein or for any liability associated with the issues which this Agreement addresses.
28. This Agreement shall be binding on Glenbeigh, including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees. In the event that Glenbeigh 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, Glenbeigh shall obtain the written accession of the successor or assignee to any obligation remaining under this Agreement for the remaining term of this Agreement.

29. Glenbeigh shall not discriminate or retaliate against any person because of his or her participation in this matter.
30. 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 Glenbeigh 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.
31. This Agreement constitutes the entire agreement between the United States and Glenbeigh on the matters raised herein and no other 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.
32. 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 HIV. Nothing in this Agreement changes Glenbeigh's obligation to otherwise comply with the requirements of the ADA.

EFFECTIVE DATE/TERMINATION DATE

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

AGREED AND CONSENTED TO:

/s/ Pat Weston Hall
PAT WESTON-HALL
Chief Executive Officer
Glenbeigh

THOMAS E. PEREZ
Assistant Attorney General
EVE L. HILL
Senior Counselor to the Assistant

2863 Route 45
Rock Creek, OH 44084

Attorney
General

March 12, 2013
Date

/s/ David W. Knight
REBECCA B. BOND, Chief
KATHLEEN P. WOLFE, Special
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March 13, 2013
Date

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March 13, 2013
Date

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