



**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
GREATER PROVIDENCE YMCA
USAO # 2023V00130
DJ # 202-66-93**

1. The parties to this Settlement Agreement (Agreement) are the United States of America (United States) and Greater Providence YMCA (YMCA), on behalf of its Camp Fuller summer camp located in Rhode Island.
2. This matter is based upon a complaint filed with the United States Attorney for the District of Rhode Island, alleging that YMCA 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, and its implementing regulation. 28 C.F.R. Part 37. The Complainant alleged that YMCA denied her child the opportunity to participate in a summer camp program on the basis of his cystic fibrosis. 28 C.F.R. §§ 36.202, 36.302. It was also alleged that YMCA subjected the Complainant, who is known to have a relationship or association with a person with a disability, to discrimination by denying the Complainant equal access to programs that were offered to parents of children without disabilities. 28 C.F.R. § 36.205.
3. The United States is authorized to investigate alleged violations of Title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181 *et seq.*, 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); 28 C.F.R. §§ 36.502, 503, 506.
4. YMCA is a public accommodation subject to Title III of the ADA because its summer camp is a place of public accommodation and it owns, operates, leases or leases to the summer camp facilities, specifically a place of recreation, education or other social service establishment. 42 U.S.C. § 12181(7)(K); 28 C.F.R. § 36.104.

5. Title III of the ADA prohibits a public accommodation from discriminating against any individual with a disability, on the basis of disability, by denying such individual the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of a place of public accommodation. 42 U.S.C. § 12182; 28 C.F.R. §§ 36.202(a), 36.205. Specifically, it is discrimination when a public accommodation fails to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford its goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the public accommodation can demonstrate that to do so would be a fundamental alteration to the nature of the goods, services, privileges, advantages or accommodations of the place of public accommodation. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302. A public accommodation also may not exclude or otherwise deny equal goods, services, facilities, privileges, advantages, accommodations, or other opportunities to an individual or entity because of the known disability of an individual with whom the individual or entity is known to have a relationship or association. 42 U.S.C. § 12182(b)(2)(E); 28 C.F.R. § 36.205.

6. As a result of its investigation, the United States has determined that:
 - a. In the summer of 2022, the Complainant enrolled her fourteen-year old son in a two-week summer sleepaway camp at Camp Fuller, administered by the YMCA in southern Rhode Island.
 - b. Before starting the camp, the Complainant informed the YMCA that her son needed to take pancreatic enzyme supplements before every meal, as treatment for his cystic fibrosis, and requested that he be permitted to self-administer the enzyme supplements.
 - c. Pancreatic enzyme supplements is a treatment for cystic fibrosis. Enzyme supplements are administered orally in a pre-measured capsule form that are then released in the small intestine to help digest food.
 - d. The YMCA agreed that the Complainant's son could self-administer the enzyme replacements, and the Complainant's son and his brother enjoyed two weeks of sleepaway camp in August 2022 without any issue.
 - e. In May 2023, the Complainant enrolled both of her sons for a two-week session at Camp Fuller again.
 - f. On August 3, 2023, less than three days before camp was to begin, a nurse employed by the YMCA requested that Complainant provide medical documentation of needed accommodations for her son, which the Complainant promptly provided.
 - g. On August 5, 2023, one day before the camp was to begin, YMCA did not make adequate modifications of its medication administration practices, despite having done so without any issue the previous year.
 - h. As a result, the Complainant's son, as well as her younger son, did not participate in Camp Fuller.

7. The United States has determined that YMCA discriminated against the Complainant's son by denying him, on the basis of disability, the opportunity to participate in or benefit from its goods, services, facilities, privileges, advantages, or accommodations, in violation of 42 U.S.C. § 12182 and 28 C.F.R. § 36.201, and, by association, discriminated against Complainant by denying her equal access to YMCA's summer camp programming that was offered to parents of children without disabilities. 28 C.F.R. § 36.205. Specifically, YMCA discriminated against the Complainant and the Complainant's son by failing to make reasonable modifications in its policies, practices, or procedures for the administration of medications when necessary to afford them an equal opportunity to participate in and benefit from its services, programs and activities. See 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302.
8. While the YMCA disputes the United States' determinations and maintains that it did not discriminate against the Complainant or the Complainant's son on the basis of disability, the parties, nevertheless, agree that to avoid the cost and uncertainty of further proceedings and to ensure full compliance with the ADA, 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 litigation. The parties have therefore voluntarily entered into this Agreement.

ACTIONS TO BE TAKEN BY YMCA

9. Pursuant to Title III of the ADA and its implementing regulation, YMCA shall not discriminate against any individual on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations offered at any of its current or future summer camp programs. YMCA also agrees to make reasonable modifications in policies, practices, or procedures when such modifications are necessary to afford access to its programs by individuals with disabilities.
10. YMCA hereby agrees that it will evaluate, on a case-by-case basis, and make reasonable modifications for children with disabilities who apply to be campers at Camp Fuller, and will not deny the admission of a child with a disability into its program on the basis of the disability without first making such an evaluation.
11. YMCA agrees that where a parent or guardian and a child's physician or other qualified health professional deem it appropriate (based on the child's current health status) for a child to self-administer medication or be assisted in medication management by a layperson, that training camp staff members to assist with routine medication management tasks is generally a reasonable modification under the ADA unless the individual circumstances cause a fundamental alteration to the nature of the program's services. See 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302.

12. Upon receiving a request for a modification, YMCA will conduct an individualized assessment of the child's needs resulting from his/her disability. This assessment will include, where appropriate, initiating a discussion with the parent(s) to explore what modification(s) may be available.
 - a. Following the discussion, YMCA may:
 - i. Grant the request;
 - ii. Make a narrowly tailored request in writing for more information relating to the child's necessary modification(s); or
 - iii. Deny the request, in whole or in part, where, consistent with this Agreement and the ADA, YMCA can demonstrate that making the requested modification will result in a fundamental alteration.
 - b. YMCA will respond in writing to any individual making a request for a reasonable modification within seven (7) days from the date the request is received.
 - c. If a request for a reasonable modification is denied per Paragraph 12(a)(iii), YMCA will notify the child's parent(s), in writing, of the specific reason(s) for the denial and advise the individual making the request that, if circumstances change, they may make a new request. Copies of such denials, and related documents, must be maintained by YMCA and provided to the United States in YMCA's report required by Paragraph 17 of this Agreement.
 - d. Within seven (7) business days of a decision to deny admission to a child with a disability (where YMCA knew the child had a disability) or deny a requested modification of policies, practices, or procedures based on a child's disability, YMCA will provide to the United States the documents related to the decision, as indicated in Paragraph 12(c); the identities of all individuals who participated in the decision; and all reasons underlying the decision.
13. YMCA will adopt, maintain, and enforce the attached non-discrimination policy (Exhibit A). Within thirty (30) days of the effective date of this Agreement, YMCA will (a) post copies of the policy, printed in at least size 18 font, in a conspicuous area of its campuses where its employees and members of the public can readily read the policy, (b) include on its website a statement of this policy, and (c) make it available with application materials provided to parents of prospective enrollees.

14. On or before the start of any summer camp program, YMCA shall provide all its summer camp employees and staff a mandatory training program regarding the disability discrimination provisions of the ADA. The training shall be conducted by a qualified third party, approved in advance by the United States, who has no association with YMCA or its owners, board of trustees, employees, agents or counsel.
15. In addition to the training required by Paragraph 14 of this Agreement, YMCA will ensure that, as necessary to individual circumstances, each of its programs, working with the parent(s), provides Child Specific Training to appropriate employees where necessary to afford a child with a disability the full and equal enjoyment of the program.
16. YMCA shall create and maintain an attendance log that documents the name of each individual who attends the trainings, his or her title, and the date he or she attended the training. Copies of such attendance sheets shall be provided to the United States within ten (10) days of any request for them.
17. Within ninety (90) days of the effective date of this Agreement, YMCA shall provide a report to the United States documenting its compliance with the agreement.
18. No later than thirty (30) days from the date of full execution of this Agreement, YMCA shall pay to Complainant the sum of \$10,000. In consideration thereof, Complainant will provide an executed General Release, attached as Exhibit B.
19. YMCA will allow the Complainant's son to attend summer camp during the session or sessions of his choosing for all future summers during which he is of eligible age and otherwise meets all generally applicable criteria for participation.

IMPLEMENTATION AND ENFORCEMENT

20. As consideration for the Agreement set forth above, the United States will not institute any civil action under the ADA based on the allegations raised in DJ # 202-66-51 except as provided in Paragraph 21 below.
21. The United States shall have the right to verify compliance with this Agreement at any time. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with YMCA and the parties will attempt to resolve the concerns in good faith. If the parties are unable to reach a satisfactory resolution of the issue(s) raised within 30 days of the date that the United States provides notice to YMCA, the United States may institute a civil action in the United States District Court to enforce this Agreement or title III of the ADA against YMCA.
22. 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 any provision of this Agreement.

23. This Agreement memorializes the commitments made by YMCA to increase accessibility of its summer camp programming and the terms under which the United States has agreed to conclude this particular investigation of YMCA without further review or enforcement action. 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 disability. Nothing in this Agreement is intended to change YMCA's obligation to otherwise comply with the requirements of the ADA.
24. 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, shall be enforceable. This Agreement is limited to the facts set forth herein and it does not purpose to remedy any other potential violations of the ADA, including violations of the alterations or new construction provisions of the ADA, or any other Federal law. This Agreement does not affect the continuing responsibility of YMCA to comply with all aspects of the ADA.
25. If any provision 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 YMCA shall engage in good faith negotiations in order to adopt such mutually agreeable amendment to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed-upon relative rights and obligations.
26. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person.
27. The effective date of this Agreement is the date of the last signature below.
28. The term of this Agreement will be two years from the effective date.
29. All notifications under this Agreement shall be sent to the United States Attorney's Office, District of Rhode Island, One Financial Plaza, 17th Floor, Providence, RI 02903, Attn: AUSA Amy Romero, Amy.Romero@usdoj.gov.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES:

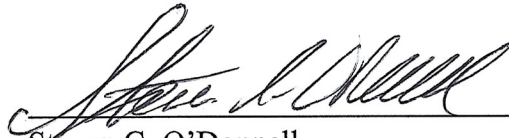
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Dated: Jan. 25, 2024

FOR YMCA:



Steven G. O'Donnell
Chief Executive Officer
YMCA of Greater Providence
33 Broad Street, Suite 303
Providence, RI 02903

Dated: 1/24/2024

EXHIBIT A

POLICY ON PROHIBITION OF DISCRIMINATION ON THE BASIS OF DISABILITY

YMCA's Camp Fuller will not discriminate against any individual on the basis of disability with regard to the full and equal enjoyment of its goods, services, facilities, privileges, advantages or accommodations including, but not limited to, participation in its summer camp programs. Camp Fuller will make reasonable modifications in policies, practices, or procedures, when the modifications are necessary to avoid discrimination on the basis of disability, unless YMCA can demonstrate that making the modifications would fundamentally alter the nature of its good, services.

EXHIBIT B

RELEASE OF CLAIMS

For and in consideration of the relief offered to me by YMCA, pursuant to the Settlement Agreement between the United States of America and YMCA:

I, _____, hereby release and forever discharge YMCA and its current, past, and future officers, employees, agents, successors, and assigns, of and from any Americans with Disabilities Act-related legal and/or equitable claims arising out of the facts identified or allegations made in the Settlement Agreement. As a result, I agree and promise that I will not file any Americans with Disabilities Act-related suit, charge, complaint, proceeding or action at law, in equity, or otherwise (together, Action) or any other Action in any court, or any other judicial or administrative forum, against YMCA arising out of the facts identified or allegations made in the Settlement Agreement. Any rights and claims that cannot be waived by law are excluded from this Release.

This Release constitutes the entire agreement between YMCA and me, without exception or exclusion.

I acknowledge that a copy of the Settlement Agreement has been made available to me. By signing this Release, I acknowledge that I have been provided the opportunity to review the Settlement Agreement with an attorney of my choosing.

I have read this Release and understand the contents thereof and I execute this Release of my own free act and deed.

Aggrieved Person's Signature _____

Date _____

Aggrieved Person's Full Mailing Address _____
