

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

DISABILITY RIGHTS IOWA,

Plaintiff,

vs.

RABINER TREATMENT CENTER,

Defendant.

No. C 16-3010-MWB

**ORDER APPROVING STIPULATED
AGREEMENT**

This matter comes before me on the parties' Joint Motion for Order Approving Stipulated Agreement (Doc. No. 7). According to the parties' Stipulated Agreement (Doc. No. 7-1), plaintiff Disability Rights Iowa ("DRI") has filed a Complaint for Injunctive Relief against defendant Rabiner Treatment Center ("RTC"), seeking records and access pursuant to 42 U.S.C. § 10805(a)(1). The Complaint alleges that a report was made to the Iowa Department of Human Services, that PF, a resident of RTC, reported that he had been offered alcohol, tobacco, and Oxycodone by a staff member, and that PF reported that he had been slammed against a wall by another staff member of the RTC. These allegations are collectively referred to as the "Allegations of PF." The parties desire to enter into a stipulated agreement to resolve all matters between them. After reviewing the parties' Stipulated Agreement, I find that the Joint Motion for Order Approving Stipulated Agreement should be granted. The parties have agreed and I order the following:

1. Access to Records.

- a. RTC has already provided DRI with PF's complete file.

- b. In addition, RTC shall provide the following to DRI:
 - i. All reports prepared or received by a member of the staff of RTC or PF concerning the Allegations of PF;
 - ii. All policies of RTC concerning the use or possession of alcohol, drugs, and tobacco on the premises, resident complaints, and resident elopement.
- c. RTC shall provide the records described in Paragraph 1(b) to DRI within ten days after this Order is filed, which is to and including May 6, 2016.

2. Interviews.

- a. DRI desires to interview the following individuals that are current staff or residents of RTC concerning the Allegations of PF.
 - i. RTC Staff:
 - 1. Brad Klug
 - 2. Laurie Liska
 - 3. Dylan Pergande
 - 4. Daun Keefe
 - 5. Geri Hanna
 - ii. RTC Residents:
 - 1. AM
 - 2. DB
- b. RTC shall have a sufficient amount of time to request a determination from the resident's outside providers as to whether the resident is medically, physically, mentally, and emotionally capable of giving an interview.
- c. If RTC denies an interview, RTC and DRI should attempt to work out under what conditions the risk to the resident could be negated or

minimized so that the interview may be completed in a way that coincides with therapeutic interests. If RTC and DRI are unable to resolve any disputes, then either party may file a motion with this court to make a decision regarding such interview.

- d. DRI and RTC shall decide upon a mutually acceptable time for the interview of any staff member or resident that has been determined to be capable of giving an interview.
 - e. Any interview of a resident shall be without RTC's staff or counsel present.
 - f. Any staff member may choose to have his or her counsel present for his or her interview. RTC's counsel may be present for any such interview.
- 3. By entering into this Stipulated Agreement, neither party waives any claim or defense it may have in the future against the other party concerning matters unrelated to this litigation, including but not limited to jurisdictional issues.
 - 4. By entering into this Stipulated Agreement, RTC shall not be deemed to have admitted any allegations made by Plaintiff in its Complaint or its Motion for Preliminary Injunction.
 - 5. Both parties consent to this court retaining jurisdiction over this Stipulated Agreement.
 - 6. Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), DRI shall submit a Notice of Dismissal of this action, within seven days of the completion of the interviews as specified under Paragraph 2 and production of records as specified under Paragraph 1.

IT IS SO ORDERED.

DATED this 27th day of April, 2016.

Mark W. Bennett

MARK W. BENNETT
U.S. DISTRICT COURT JUDGE
NORTHERN DISTRICT OF IOWA