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9 **Monitors**

11 **UNITED STATES DISTRICT COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 PETER JOHNSON, DONALD
15 PETERSON and MICHAEL
16 CURFMAN, on behalf of themselves
17 and all others similarly situated,
18 Plaintiffs,

19 vs.

18 LOS ANGELES COUNTY
19 SHERIFF'S DEPARTMENT, a public
20 entity; LEROY BACA, as Sheriff of
21 County of Los Angeles, and COUNTY
22 OF LOS ANGELES, a public entity,
23 MICHAEL D. ANTONOVICH,
24 YVONE B. BURKE, DON KNABE,
25 GLORIA MOLINA, ZEV
26 YAROSLAVSKY, as Supervisors of
27 the County of Los Angeles
28 Defendants.

CASE NO. CV 08-03515 DDP

**INSPECTOR GENERAL'S THIRD
IMPLEMENTATION STATUS
REPORT**

1 Pursuant to Section V, subsection M, of the Settlement Agreement
2 (Agreement), the Office of Inspector General (OIG), the Monitor appointed by this
3 Court, submits the attached Third Implementation Status Report (Report) evaluating
4 Defendants' compliance with the terms of the Agreement. This Report was prepared
5 by the OIG to provide "reasonable and regular reports" to the Parties and the Court.
6 This is the third status report on the implementation of the Agreement. The OIG is
7 available to answer any questions the Court may have regarding this Report and
8 Defendants' compliance with the Agreement.
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13 Dated: April 30, 2018

Respectfully submitted,

14
15 By: 

16 Max Huntsman
17 Inspector General
18 Los Angeles County Office of Inspector
19 General
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INSPECTOR GENERAL'S THIRD IMPLEMENTATION
STATUS REPORT

INSPECTOR GENERAL'S THIRD REPORT

The Agreement in the above-captioned case provides that the OIG will prepare and submit periodic reports to Plaintiffs and Defendants (collectively referred to as "the Parties") and the Court to evaluate Defendants' compliance with the Agreement. Defendants have agreed to implement system-wide reforms of the Los Angeles County jail conditions of confinement for Class Members. The Agreement defines Class Members as "all present and future detainees and inmates with mobility impairments who, because of their disabilities, need appropriate accommodations, modifications, services and/or physical access in accordance with federal and state disabilities law." The OIG filed with this Court the *Inspector General's Second Implementation Status Report* on June 30, 2017. Unless otherwise stated, this report takes into account all data collected and analyzed, and observations made from January 1, 2017 - March 31, 2018.

On August 24, 2016, the Parties agreed on compliance measures that would serve as a guideline for implementation of the terms of the Agreement and establish the Agreement's minimum compliance standards. The compliance measures were written based on the Department's predictions about policies, procedures, practices and systems that it intended to utilize or implement to ensure compliance with the

CV 08-03515 DDP

1 terms of the Agreement. For some compliance measures, the Department's
2 information about existing or available data and systems was limited or its
3 predictions were incorrect. Where necessary to serve the interests of Class Members
4 and the Department, and to promote effective implementation of the Agreement, the
5 OIG is willing to consider alternative evidence as proof of compliance. Though the
6 OIG is not rigid in its consideration of the types of evidence that support
7 compliance, all evidence submitted must be verifiable, replicable and it must be
8 sufficient to make a compliance determination.

11 On December 14, 2017, the Court granted the Parties' joint request for an
12 extension of the Agreement terms by one (1) year from the original expiration date
13 of April 22, 2018, to April 22, 2019. The OIG will make a compliance finding for
14 each provision based on the degree to which each provision has been effectively and
15 sustainably implemented. A non-compliance finding means that the Department has
16 made no notable progress in achieving compliance with any of the key components
17 of the provisions. A partial compliance finding means that the Department has made
18 notable progress in achieving compliance with the key components of the provision.
19 A substantial compliance finding means that the Department has successfully
20 implemented all or nearly all of the components of a particular provision. A
21 sustained compliance finding means that the Department has maintained substantial
22 compliance for a period of at least twelve (12) months following the OIG's initial
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1 substantial compliance finding and that the OIG will no longer monitor that
2 provision for purposes of this Agreement.

3 The Department's Custody Compliance and Sustainability Bureau (CCSB) is
4 responsible for preparation of the Department's self-assessments and the
5 coordination of additional documentation as requested by the OIG. As reported in
6 the *Inspector General's Second Implementation Status Report*, some data provided
7 by CCSB in the last reporting period was insufficient to support compliance
8 findings. Pursuant to the OIG's recommendation, the Sheriff tasked the Audits and
9 Accountability Bureau (AAB) with an expanded role in collecting and analyzing
10 CCSB's supporting data. AAB is staffed with auditors who have the requisite
11 background, training, and experience to provide invaluable input to Department's
12 internal compliance review process. CCSB and AAB created agreed-upon
13 procedures consistent with the Generally Accepted Government Auditing Standards,
14 which included the following additional steps in the preparation of the Department's
15 self-assessments:
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- 17 • Reviewing population and sampling documentation, including all
18 supporting documentation, to verify that all data was derived from
19 reliable sources;
- 20 • Ensuring that assessment tools represent the selected samples and were
21 adequately supported by appropriate documentation; and

22 CV 08-03515 DDP

- Confirming that the self-assessment report comports with best practices for communicating findings and conclusions.

The collaboration between CCSB and AAB has been successful and the quality of the Department's self-assessments has improved markedly. The OIG has communicated to the Department that quality self-assessment is a critical component to sustaining reforms following the termination of the Agreement, and CCSB has made tremendous progress in this area. CCSB personnel have made themselves available to OIG monitors at all times and the OIG has received unfettered access to Department documentation and facilities. CCSB's commendable efforts in this reporting period have aided the Department in achieving compliance, and aided the OIG in analyzing Defendants' compliance with the terms of the Agreement.

As of March 31, 2018, the OIG determined that the Department had achieved substantial compliance with twelve (12) and partial compliance with twenty (20) of the forty-nine (49) provisions. In this reporting period the OIG reduced the Defendants' compliance ratings for three (3) provisions from substantial to partial compliance. The Department has achieved sustained compliance with twelve (12) provisions. Five (5) of the forty-nine (49) provisions were documented as "Completed" in the Agreement and, on January 11, 2017, the Parties agreed those would not be subject to the OIG monitoring. These five (5) provisions are listed

1 under the heading "Physical Accessibility," in section C, paragraph 4, subsection a
2 through subsection e of the Agreement.

3 Several of the provisions that remain partially implemented require improved
4 coordination between the Custody Services Division and Correctional Health
5 Services (CHS), and may require the dedication of additional CHS training
6 resources. On May 1, 2017, Los Angeles County combined the provision of prisoner
7 medical and mental health services under one consolidated health agency. Los
8 Angeles County Department of Health Services - Correctional Health Services is
9 now responsible for medical and mental health needs of Class Members and for
10 coordinating as necessary with the Custody Services Division to provide needed
11 accommodations. CHS currently has dedicated one (1) Registered Nurse I position
12 to assist CCSB in preparing proof of compliance documentation; however, the ADA
13 Nurse assigned lacks the authority to implement policy or to initiate training
14 consistent with the terms of the Agreement. In some areas, Department and CHS
15 collaboration has been effective in achieving compliance; however, several of the
16 provisions require more direct CHS involvement and the authority of involved CHS
17 personnel to implement compliance related reforms.

18 In order to verify compliance with some of the provisions that require medical
19 expertise, the Parties and the OIG agreed to consult a subject matter expert, Mindy
20 Aisen, M.D., Chief of Innovation and Research at Rancho Los Amigos
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22 CV 08-03515 DDP

1 Rehabilitation Center. Dr. Aisen has served as the Agreement's subject matter
2 expert since February 2017 and has agreed to serve in this capacity through the
3 Agreement's expiration. All references to "expert" below pertain to Dr. Aisen or her
4 designee.
5

6 Finally, on June 30, 2016, the Department implemented Custody Division
7 Manual (CDM) section 5-12/005.10, "Handling of Inmates with Mobility and/or
8 Sensory Impairment." Unless otherwise noted, references to "policy" or "*Johnson*
9 policy" pertain to this CDM section.
10

11 **IMPLEMENTATION STATUS OF AGREEMENT PROVISIONS**

12 **SECTION A - Programming**

13 **Provision A.1 – Access to All Programming – Substantial Compliance as of** 14 **December 10, 2017** 15

16 Under section A, paragraph 1 of the Agreement,
17 Defendants agree that Class Members have and will continue to have access
18 to all programming (including the same programming made available to
19 veterans) that non-mobility impaired inmates have in jail settings.
20

21 Among other requirements, the compliance measures for this provision require
22 Defendants to promulgate policy and to provide a list to the OIG that indicates that
23 for each sampled Class Member, within a selected time period, whether that Class
24 Member accepted, rejected or was denied programming. The documentation
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1 provided under Provision A.1 is also used for proof of compliance with Provision
2 A.2 below.

3 As previously reported, the Department promulgated policy consistent with
4 this provision. The OIG selected and reviewed data from a representative sample of
5 Class Members who were in custody for two (2) one-week periods from May 1,
6 2017 - May 9, 2017, and September 4, 2017 - September 12, 2017. The Department
7 provided supporting documentation on December 10, 2017.
8

9 Documentation showed that one hundred and three (103) of one hundred and
10 five (105) sampled Class Members, or ninety-eight (98) percent, received access to
11 programming. Moreover, the Department provided reasonable explanations for why
12 the additional two (2) Class Members did not receive access to programming. The
13 first Class Member was only in custody for a brief period and the second Class
14 Member was infirm and in need of extensive medical care during the Class
15 Member's thirty-three (33) day incarceration. The OIG verified through site visits
16 and interviews that Class Members indeed have access to programming in the jails.
17 The Department has achieved substantial compliance with this provision.
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22 **Provision A.2 – No Disability-Based Disqualification from Programming –**
23 **Substantial Compliance as of December 10, 2017**
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1 Under section A, paragraph 2 of the Agreement, “[m]obility impairment(s)
2 will not serve to disqualify Class Members from participating in programming in
3 which they are otherwise eligible to participate.” The compliance measure for this
4 provision requires the Department to promulgate policy consistent with this
5 provision and to produce the same records as required by Provision A.1 of the
6 Agreement. The Department promulgated policy consistent with this provision and
7 provided documentation to the OIG on December 10, 2017.
8
9

10 None of the sampled Class Members were disqualified from participation in
11 Education Based Incarceration (EBI) programs. However, documentation provided
12 includes a “Disqualification List” within the Department’s ADA [Americans with
13 Disabilities Act of 1990, 42 U.S.C. § 12101] Weekly Report published by the EBI
14 Unit. This Disqualification list documents all Class Members disqualified from
15 programming during the time period selected by the OIG. Based on this list, six (6)
16 Class Members within the selected time period were disqualified from programming
17 out of three hundred and seventy-four (374) total Class Members. Explanations for
18 five (5) of the six (6) disqualifications were sufficient and ranged from security
19 classification to CHS personnel disqualification determinations based on medical or
20 mental health housing needs. One (1) Class Member was disqualified erroneously,
21 but none of the sampled Class Members were disqualified because of a disability.
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24 The Department’s self-assessment findings are consistent with OIG observations
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1 during regular site visits and frequent discussions with Class Members; therefore,
2 Defendants have achieved substantial compliance with this provision.

3 **Provision A.3 – Escorting to Programming – Substantial Compliance effective**
4
5 **December 10, 2017**

6 Under section A, paragraph 3 of the Agreement,
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8 Class Members will be escorted, to the extent necessary, to any program in
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10 which they are otherwise eligible to participate, provided that program is
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12 available in the facility in which the inmate is housed.

13 The compliance measure for this provision requires the Department to promulgate
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15 policy and to provide documentation showing sampled Class Members' attendance
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17 at EBI programs. As previously reported, the Department promulgated policy
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19 consistent with this provision.

20 On December 10, 2017, the Department provided its updated self-assessment
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22 for this provision. Because the Department does not currently track information
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24 related to programming escorts, the OIG reviewed records of sampled Class
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26 Members which showed that all Class Members enrolled in EBI programs attended
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28 scheduled classes. At Twin Towers Correctional Facility (TTCF) and Century
Regional Detention Facility (CRDF), programming takes place within Class
Members' housing locations or in adjacent rooms, which limits the need for escorts
at those facilities. At Men's Central Jail (MCJ), however, programming typically

CV 08-03515 DDP

1 occurs outside Class Members' housing locations on a different floor. On December
2 5, 2017, representatives from the OIG shadowed CCSB personnel who conducted
3 interviews at MCJ to determine whether or not Class Members had escorts where
4 necessary. All Class Members interviewed reported that they consistently receive
5 escorts to programming. Representatives from the OIG conducted additional
6 interviews at TTCF, MCJ and CRDF which confirmed that Class Members are
7 escorted to programs as necessary in all relevant housing locations. Defendants have
8 achieved substantial compliance with this provision.

11 **Provision A.5(a) – Class Members Serve as Trusty on Same Floor – Partial**
12 **Compliance**

14 Under section A, paragraph 5 of the Agreement,
15 Defendants agree that Class Members may serve as trustees on the same floor
16 on which they are housed. Defendants agree that relevant Los Angeles
17 County Sheriff's (LASD) personnel will be trained to ensure compliance with
18 this term.
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21 The compliance measure for this provision requires the Department to promulgate
22 policy consistent with this provision, train personnel accordingly and provide
23 prisoner worker records from each relevant housing location from a time period to
24 be selected by the OIG.
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26 As previously reported, the Department promulgated policy consistent with
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1 this provision, including the *Johnson* policy and Population Management Bureau
2 (PMB) Unit Order #005. The Department utilized the Scheduling Management
3 System (SMS) to disseminate the *Johnson* policy to personnel at CRDF, MCJ and
4 TTCF and provided the OIG with rosters of all employees at each facility who
5 acknowledged their understanding of the policy. The rosters provided did not
6 indicate whether or not the listed employees worked in Class Members' housing
7 locations, and nearly half of the four hundred forty (440) listed CRDF personnel
8 failed to acknowledge receipt of the policy.
9

11 The OIG selected and reviewed Class Member trusty records from
12 September 1, 2017 - September 30, 2017. The Department provided information
13 related to this provision on December 19, 2017, which included records from the
14 electronic Uniform Daily Activity Log (e-UDAL) system. The e-UDAL documents
15 trusty names, booking numbers, work location and shifts worked (day, evening or
16 night), among other information. Documents for that time period yielded one (1)
17 trusty record from CRDF, seven (7) trusty records for MCJ and six (6) trusty records
18 from TTCF. OIG personnel interviewed Class Member trusties and reviewed CCTV
19 footage to verify provided documentation and identified two (2) instances in which
20 the Department's documentation was inaccurate.
21

22 The Department has made improvements in providing trusty opportunities to
23 Class Members. This has been verified through Department records and OIG
24

1 monitoring. The Department should verify the accuracy of the data provided and
 2 ensure that personnel in relevant housing locations are trained in the *Johnson* policy
 3 and in documenting trusty records in the e-UDAL. Defendants remain in partial
 4 compliance with this provision.
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6 **Provision A.5(b) – Trusty Tasks – Sustained Compliance as of October 5, 2017**

7 Under section A, paragraph 5 of the Agreement, “Defendants further agree to
 8 provide Plaintiffs’ counsel with a list of the tasks that trustees regularly perform in
 9 jail.” On October 13, 2016, the Department provided Plaintiffs’ counsel with a list
 10 of tasks regularly performed by jail workers which is documented in Unit Order
 11 #005, “Conservation Work Program Procedures.” Defendants have achieved
 12 sustained compliance with this provision, and the OIG will no longer monitor
 13 compliance with this provision for purposes of this Agreement.
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 17 **Provision A.5(c) – Identify Jobs – Sustained Compliance as of December 2,**
 18 **2017**

19 Under section A, paragraph 5 of the Agreement, “Defendants further agree to
 20 identify some of the specific jobs that Class Members may perform.” On June 26,
 21 2016, the Department revised the policy relevant to this provision, Population
 22 Management Bureau (PMB) Unit Order #005, “Conservation Work Program
 23 Procedures.” PMB Unit Order #005 outlines twenty-two (22) jail worker
 24 assignments for all prisoners, including Class Members, and states that reasonable
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1 accommodations shall be made to enable Class Members to participate. This Unit
2 Order has not been revised since the *Inspector General's Second Implementation*
3 *Status Report* and continues to satisfy the requirements of this provision.
4

5 On November 1, 2016, the Department consulted with the expert to evaluate
6 whether trusty jobs listed in PMB Unit Order #005 were appropriate for Class
7 Members and recommend possible accommodations that would increase trusty job
8 opportunities for Class Members. As previously reported, the Department agreed to
9 implement the expert's recommendation that the Department provide shortened
10 handles on brooms, mops and dust pans for mobility impaired trusties. The OIG
11 verified that the Department provided shortened broom handles on brooms, mops
12 and dust pans at TTCF.
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15 On February 6, 2018, the Department consulted with the expert to evaluate
16 two (2) jobs that were not assessed in the expert's initial evaluation including steam
17 cleaning/pressure washing in common areas, restrooms and cells, and barber shop
18 services. The expert evaluated both job responsibilities and determined that steam
19 cleaning/pressure washing is not an advisable assignment for Class Members due to
20 safety concerns, cleanliness and time constraints. However, the expert determined
21 that accommodations could be made to enable trusties with disabilities to cut hair.
22 Thus far, there have been no Class Members with proper qualifications seeking jobs
23 as barbers but the Department has indicated that it will provide accommodations as
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1 necessary.

2 Lastly, in the *Inspector General's Second Implementation Status Report*, the
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OIG recommended that the Department reconcile PMB Unit Order #005 and CDM
section 5-01/020.00, "Inmate Worker Assignments," to reflect the same list of trusty
jobs. The Department is in the process of incorporating a reference to PMB Unit
Order #005 to the CDM. Defendants have achieved sustained compliance with this
provision, and the OIG will no longer monitor compliance with this provision for
purposes of this Agreement.

**Provision A.6 – Notify Class Members of Programs – Substantial Compliance
as of January 22, 2018**

Under section A, paragraph 6 of the Agreement, "Defendants agree to notify
Class Members of the programs available to them in either paper or electronic
format, or both." The compliance measure for this provision requires the
Department to display posters containing the Assistive Device Leaflet (ADL)
information throughout relevant housing locations and to make the ADL accessible
to Class Members.

Between April 2017 and December 2017, OIG personnel conducted site visits
in the following areas:

- MCJ on the 6000, 7000 and 8000 floors;
- TTCF module 232, pods A - F;

CV 08-03515 DDP

- TTCF module 272, pods A - F; and
- CRDF.¹

The Department continues to display posters containing the ADL information and Class Members have self-service access to the leaflets in these locations.

The Department provided a self-assessment corresponding to this provision on January 22, 2018, which indicated that the Department is also notifying all prisoners, including Class Members, of the programs available to them through the “Inmate Orientation Presentation” at the Inmate Reception Center (IRC). The “Inmate Orientation Presentation” is shown to all prisoners on televisions located in classification cells at the IRC. On March 13, 2017, the OIG verified that this video contains information that notifies prisoners of programs available to them. On March 14, 2017, the OIG verified that the “Inmate Orientation Presentation” is being shown to prisoners at the IRC. Although the Department is not consistently distributing the ADL at the IRC, the “Inmate Orientation Presentation” video serves as adequate notification at that facility. At CRDF, Department personnel or trustees distribute the ADL to Class Members during intake at the reception unit. Defendants have achieved substantial compliance with this provision.

¹ As reported in the *Inspector General's Second Implementation Status Report*, CRDF does not have a designated housing location for mobility impaired prisoners. Instead, those prisoners are housed in various locations throughout the facility.

Provision A.7 – Notification in Town Hall Meetings – Partial Compliance

Under section A, paragraph 7 of the Agreement, “[n]otification of available programs will also be provided during ‘town hall’ meetings at the Jail where appropriate.” The compliance measure for this provision requires the Department to promulgate policy and to provide minutes from “town hall” meetings. As previously reported, the Department promulgated policy consistent with this provision.

The Department reports that it has not rectified issues related to proper documentation of “town hall” meeting minutes. The OIG is not confident that town hall meetings are being held regularly, that they have been implemented consistent with Department policy, or that they achieve the goals identified by the Citizens’ Commission on Jail Violence and the Department’s Commander Management Task Force to increase opportunities for staff to engage with prisoners and increase respect. Defendants remain in partial compliance with this provision.

SECTION B – Physical Therapy and Outdoor Recreation

Provision B.1(a) – Access to Physical Therapy – Partial Compliance

Under section B, paragraph 1, subsection a of the Agreement, “Defendants agree that Class Members will have access to physical therapy as prescribed by LASD medical professionals.” The compliance measure for this provision requires the Department to promulgate policy consistent with the provision and to provide evidence that Class Members who were prescribed physical therapy within two (2)

1 one-week periods selected by the OIG received the therapy.

2 CHS created policy M206.13, "Mobility – Provider Evaluation," that includes
3 language consistent with this provision. Documentation provided by the Department
4 reflects that eighty-six (86) percent of sampled Class Members received prescribed
5 physical therapy. Samples provided indicate that two (2) of the fourteen (14) Class
6 Members were prescribed physical therapy but neither received it. Both these
7 prisoners resided at CRDF during the sample period. CRDF did not have an on-site
8 physical therapist or physical therapy room during the sample period, and the
9 Department reported that it was sending Class Members housed at CRDF to an
10 outside provider for physical therapy.

11 As reported in the *Inspector General's Second Implementation Status Report*,
12 the Department indicated that it was in the process of converting an existing room at
13 CRDF into a physical therapy room. Eight (8) months later, on March 2, 2018, the
14 Department reported that it remained in the planning stages of converting an
15 existing room. On March 6, 2018, the OIG was advised by the Department that
16 CRDF would no longer be dedicating a physical therapy room, and reported instead
17 that an exam room in CRDF's medical clinic would be utilized to provide physical
18 therapy. The OIG confirmed that on March 2, 2018, three (3) prisoners (non-Class
19 Members) received physical therapy from the contract physical therapist at CRDF in
20 a medical exam room.

1 The Department and CHS have made substantial progress in this area, but the
 2 OIG has lingering concerns regarding the Department's and CHS's ability to
 3 adequately identify patients and provide therapy to Class Members who require it.
 4 The OIG is also awaiting the expert's evaluation regarding the suitability of the
 5 exam room at CRDF. Defendants have achieved partial compliance with this
 6 provision.
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 9 **Provision B.1(b) – Maintenance of Physical Therapy Room at MCJ and**
 10 **Provision of Physical Therapy Room at TTCF – Substantial Compliance as of**
 11 **February 23, 2018**
 12

13 Under section B, paragraph 1, subsection b of the Agreement,
 14 Defendants shall continue to maintain and staff a physical therapy room in
 15 MCJ and further agree to attempt to locate space in TTCF for a similar room
 16 (essentially, a mini clinic) to provide physical therapy to Class Members once
 17 they are moved into housing locations in that facility.
 18

19 The compliance measure for this provision requires the Department to maintain
 20 existing therapy rooms and to provide schedules for physical therapists for two (2)
 21 one-week periods to be selected by the OIG. The Department continues to maintain
 22 physical therapy rooms at both TTCF and MCJ. The OIG confirmed that both
 23 physical therapy rooms were being utilized regularly by physical therapists.
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25
 26 In the *Inspector General's Second Implementation Status Report*, the OIG
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1 reported that the Department's only physical therapist had recently left the
2 Department. Since then, the Department has hired two (2) physical therapists,
3 including one (1) full-time physical therapist at MCJ (hired on October 4, 2017) and
4 one (1) contract physical therapist (hired on January 17, 2018) to provide services at
5 TTCF, the Critical Treatment Center (CTC) and CRDF.
6

7 The OIG also reviewed the physical therapists' schedules that the Department
8 provided on February 23, 2018, and on February 27, 2018, met with both physical
9 therapists and observed them treating prisoners at TTCF and MCJ. Defendants have
10 achieved substantial compliance with this provision.
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13 **Provision B.1(c) – Physical Therapy Availability – Sustained Compliance as of**
14 **February 21, 2018**

15 Under section B, paragraph 1, subsection c of the Agreement, "Defendants
16 further agree to make a good faith effort to obtain additional resources to bolster the
17 availability of physical therapy for all [prisoners], including Class Members." The
18 compliance measure for this provision requires the Department to provide the OIG
19 with a copy of the Department's job bulletin for a physical therapist, evidence that
20 the bulletin was posted, as well as documentation of other good faith efforts made
21 by the Department to obtain additional resources for physical therapy.
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25 As reported in the *Inspector General's Second Implementation Status Report*,
26 the Department achieved substantial compliance with this provision on February 21,
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1 2017, by positing physical therapist bulletins on two (2) job recruitment websites.

2 Since then, the Department filled two (2) physical therapist positions, as reported
3 under Provision B.1(b). The Department should continue to identify Class Members
4 who require physical therapy and add resources as necessary. Defendants have
5 achieved sustained compliance with this provision and the OIG will no longer
6 monitor compliance with this provision for purposes of this Agreement.
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9 **Provision B.2 – Outdoor Recreation Time – Partial Compliance (previously**
10 **Substantial Compliance)**

11 Under section B, paragraph 2 of the Agreement,

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13 The LASD will continue to count outdoor recreation time for Class Members
14 from when the [prisoners] arrive at the recreation area, not when they leave
15 their housing location. LASD shall develop and distribute unit order to ensure
16 that all LASD personnel are aware of this policy.
17

18 The compliance measure for this provision requires the Department to promulgate
19 policy and to provide Class Members a copy of the ADL, which includes language
20 consistent with this provision.
21

22 The Department has incorporated the required language into the ADL and had
23 provided a copy to the OIG on February 2, 2016. The Department also included
24 language in the *Johnson* policy that is consistent with this provision.
25

26 Between October 2017 and February 2018, OIG personnel conducted site
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1 visits at relevant housing locations at MCJ, TTCF and CRDF to determine whether
2 the policy was implemented. Department personnel interviewed from all shifts
3 during these site visits communicated their understanding of the policy and their
4 practice to begin counting outdoor recreation time when Class Members reach the
5 recreation area, not when Class Members leave their housing locations. However,
6 some personnel working overtime from patrol and from other facilities were not
7 aware outdoor recreation time begins when Class Members reach the recreation
8 area.
9

10
11 On March 14, 2018, OIG personnel reviewed Closed-Circuit Television
12 (CCTV) footage of outdoor recreation time for the above listed housing locations for
13 two (2) one-week periods including September 4, 2017 - September 11, 2017, and
14 November 20, 2017 - November 27, 2017. Upon review of the video, OIG personnel
15 verified that outdoor recreation began when Class Members arrived at the recreation
16 area for all of the relevant housing locations, with the exception of the newly-
17 constructed ADA module located in TTCF module 272. CCTV footage revealed
18 inconsistencies between the time the Class Members were allowed in the outdoor
19 recreation area and the e-UDAL entries. The Department should ensure that
20 personnel in TTCF module 272 accurately document the outdoor recreation times
21 and ensure that the outdoor recreation time begins when Class Members arrive at the
22 recreation area. Defendants have achieved partial compliance with this provision.
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CV 08-03515 DDP

Provision B.3 – Rotation of Outdoor Recreation Time – Partial Compliance

Under section B, paragraph 3 of the Agreement, “[t]o the extent possible, and taking into account operations and logistical considerations, the time of day Class Members are offered outdoor recreation will rotate.” The compliance measure for this provision requires the Department to promulgate policy consistent with this provision and to provide records reflecting outdoor recreation times from each relevant housing location for a period of nine (9) months from January 2017 - September 2017. The *Johnson* policy contains language consistent with this provision.

The Department provided outdoor recreation schedules which indicated that outdoor recreation time rotated at TTCF module 232, but not at TTCF module 272 and not at MCJ. The Department was not required to provide the same documentation for CRDF since prisoners can access the outdoor recreation space directly from the housing units at CRDF. On November 15, 2017, representatives from the OIG spoke to Class Members at CRDF to ensure that CRDF provides direct access to the recreation area at various times throughout the day. The OIG has verified that the Department is rotating at least some outdoor recreation schedules. Defendants remain in partial compliance with this provision.

Provision B.4 – Thermal Clothing – Partial Compliance

Under section B, paragraph 4 of the Agreement,

CV 08-03515 DDP

1 Class Members who have been prescribed thermal clothing as a reasonable
2 accommodation for their disability so that they may participate in outdoor
3 recreation will be provided warm coats and/or thermal clothing. LASD shall
4 inform Class Members that they may request thermal clothing as a reasonable
5 accommodation, and shall develop and distribute a unit order to ensure that all
6 LASD personnel are aware of this policy.
7

8
9 As previously reported, the Department represented to the OIG during the drafting
10 of the compliance measures that it would provide *all* Class Members with thermals,
11 without requiring a prescription.
12

13 The OIG has regularly monitored the Department's provision of thermal
14 clothing to Class Members. As reported in the *Inspector General's Second*
15 *Implementation Status Report*, MCJ did not have an adequate supply of thermal
16 pants. At CRDF, prisoners (including Class Members) had thermal clothing, but
17 described needing to barter with trustees in order to obtain thermal clothing.
18

19 The OIG has confirmed that MCJ is now providing thermal tops and bottoms
20 to Class Members and has an adequate supply of thermal clothing. Representatives
21 from the OIG visited TTCF on three (3) separate occasions and found that TTCF
22 continues to maintain an adequate supply and offer thermal clothing to Class
23 Members in modules 232 and 272. Representatives of the OIG visited CRDF on
24 three (3) occasions during December 2017 and CRDF prisoners continue to report
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CV 08-03515 DDP

1 the need to barter with trustees for the provision of thermal clothing.

2 The OIG met with CRDF operations personnel regarding this issue on
3 March 7, 2018. CRDF personnel agreed to provide thermals to Class Members in
4 module 1200, where prisoners are medically evaluated prior to housing. However,
5 subsequent site visits on March 15, 2018, and March 18, 2018, confirmed that
6 CRDF did not implement this solution. Therefore, Defendants remain in partial
7 compliance with this provision.
8
9

10 **SECTION C – Physical Accessibility**

11 **Provision C.4(a) through C.4(e) – Housing Expansion for Class Members -** 12 **Completed**

13 As reported above, the Parties agreed on January 11, 2017, that these
14 provisions were “completed” and not subject to compliance monitoring.
15
16

17 **Provision C.4(f) – Additional Grab Bars and Shower Benches – Partial** 18 **Compliance**

19 Under section C, paragraph 4, subsection f of the Agreement, “Defendants are
20 required to install grab bars and shower benches in approximately thirty (30) cells
21 outside of TTCF modules 231 and 232.” Originally, the Department expected a
22 completion date within one hundred twenty (120) days after the Agreement’s
23 effective date; however, installation is still ongoing. The compliance measure for
24 this provision requires the Department to regularly update the OIG on the
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CV 08-03515 DDP

1 construction status.

2 On February 24, 2016, the Department provided a list of shower benches and
3 grab bars that have been installed outside of TTCF modules 231 and 232. On
4 October 18, 2016, and October 25, 2017, the OIG inspected the facilities to verify
5 the bar and bench installations. The OIG determined that the Department installed
6 more than thirty (30) grab bars but only seventeen (17) benches. The Department
7 has promised to identify additional locations for the installment of benches. To date,
8 the Department has not provided documentation to indicate that installations comply
9 with ADA requirements. Defendants have achieved partial compliance with this
10 provision.
11

12
13
14 **Provision C.4(g) – Construction of Accessible Beds – Partial Compliance**

15 Under section C, paragraph 4, subsection g of the Agreement, “Defendants
16 are required to construct approximately ninety-six (96) accessible beds at TTCF
17 module 272.” Originally, the Department expected a completion date within twenty-
18 four (24) months after approval of funding by the Board of Supervisors. The
19 compliance measure for this provision requires the Department to regularly update
20 the OIG on the construction status.
21

22 The Department completed construction at TTCF module 272 on May 30,
23 2017, and began populating the floor with Class Members on June 8, 2017. The OIG
24 verified on February 28, 2018, that TTCF module 272 continues to house Class
25
26
27

1 Members. The Department provided documentation that all ninety-six (96) beds in
2 the housing module meet ADA requirements. However, the accompanying toilet and
3 shower modifications have not been approved for compliance with ADA
4 requirements. Defendants remain in partial compliance with this provision.
5

6 **Provision C.5 – Construction Plans – Sustained Compliance as of November 7,**
7 **2017**
8

9 Under section C, paragraph 5 of the Agreement,

10 Construction plans for the facilities to be constructed in the TTCF will be
11 shared with the Class Counsel for review and input. Class Counsel will not,
12 however, have the authority to veto any portion of the plans.
13

14 On November 7, 2017, Plaintiffs had a meeting with the Department, which the OIG
15 attended, where Plaintiffs reviewed the construction plans. Defendants have
16 achieved sustained compliance with this provision. The OIG will no longer monitor
17 compliance with this provision for purposes of this Agreement.
18

19 **SECTION D – Use of Mobility Devices**
20

21 **Provision D.1 – Initial Decisions and Ongoing Evaluations Made by LASD**

22 **Medical Professionals – Partial Compliance**

23 Under section D, paragraph 1 of the Agreement,

24 Initial decisions and ongoing evaluations regarding Class Members' need, if
25 any, for the use of a mobility assistive device are and will continue to be
26
27

CV 08-03515 DDP

1 made by LASD medical professionals.

2 As previously reported, the OIG confirmed that the Department and CHS
3 promulgated policy consistent with this provision. The OIG is verifying through
4 consultation with the expert that evaluations meet the accepted medical standard of
5 care. The expert will make these determinations in conjunction with her chart
6 reviews under Provision D.2. Defendants remain in partial compliance with this
7 provision.
8
9

10 **Provision D.2 – Secondary Reviews – Partial Compliance**

11 Under section D, paragraph 2 of the Agreement,

12
13 In an event a Class Member disputes a decision made by LASD Medical
14 Professionals regarding the need, if any, for a mobility assistive device, the
15 Class Member may receive a secondary review of the determination regarding
16 [their] need for a mobility assistive device and or the type of device
17 requested.
18

19 (a) The secondary review will be conducted by the Chief Physician or
20 [their] designee; and
21

22 (b) The secondary review will include an independent evaluation.
23

24 The compliance measure for this provision requires the Department to provide
25 summaries and dispositions of grievances filed by Class Members requesting a
26 secondary review. However, as previously reported, grievances were ultimately
27

CV 08-03515 DDP

1 deemed unreliable as a means to assess compliance with this provision.

2 As reported under Provision H.3, CHS currently lacks the ability to track
3 secondary reviews using Cerner, the medical records database. Instead, CHS opted
4 to manually track secondary reviews, relying on the ADA Nurse to manually
5 consolidate information from a variety of sources. On March 13, 2017, OIG
6 monitors met with the Department and CHS to discuss this tracking system. As
7 reported in the *Inspector General's Second Implementation Status Report*, OIG
8 monitors discussed with the Department and CHS the imperative need to train CHS
9 personnel consistent with this provision.

10 The OIG has not yet been provided with policy or training materials to
11 evidence progress in this area. Once the Department or CHS can prove that medical
12 personnel are providing secondary reviews, the expert will evaluate whether all
13 reviews comport with the accepted medical standard of care (see discussion of
14 Provision D.1 above and the *Inspector General's Second Implementation Status*
15 *Report*). Defendants remain in partial compliance with this provision.

16 **Provision D.3 – Assistive Device Leaflet – Partial Compliance**

17 Under section D, paragraph 3 of the Agreement, Defendants are required to
18 “create and distribute” the ADL advising Class Members of their rights “pertaining
19 to determinations regarding their need, if any, for mobility assistive devices.” The
20 compliance measures for this provision require the Department to promulgate policy

1 consistent with this provision and to distribute ADL information at relevant housing
2 locations.

3 On April 12, 2017, the Department provided the OIG with CHS Policy
4 M206.13, "Mobility – Provider Evaluation," which requires CHS personnel to
5 provide Class Members with an ADL after their initial evaluations for assistive
6 devices. On February 28, 2018, the OIG interviewed CHS personnel at the IRC,
7 including a nurse supervisor, none of whom were aware that nursing personnel were
8 required to distribute the ADL. On February 28, 2018, the OIG determined that IRC
9 line personnel have a supply of the ADL near the "Booking Front" area. However,
10 personnel interviewed, including three (3) Department supervisors, were not aware
11 that Department personnel should be distributing the leaflet. At CRDF, Department
12 personnel or trustees distribute the ADL to Class Members during intake at the
13 reception unit.

14 While the Department has displayed posters regarding programs available to
15 Class Members, neither the Department nor CHS are following their respective
16 policies regarding the distribution of the ADL. Defendants remain in partial
17 compliance with this provision.

18 **Provision D.4 – Tracking Complications – Substantial Compliance as of**
19 **April 12, 2017**

20 Defendants achieved substantial compliance with this provision on April 12,
21

22 CV 08-03515 DDP

1 2017. In the OIG's *Second Implementation Status Report*, the OIG reported that
2 CHS created a new policy requiring CHS personnel to conduct "standardized
3 retrospective reviews" of complications common to wheelchair use. The OIG
4 reviewed the results of the first qualitative review, conducted in April 2017.
5

6 The review analyzed complications across four broad categories, including
7 falls, wounds, new pressure injuries and an "other" category. The "other" category
8 captures any complication experienced by Class Members which does not fit under
9 the prior three categories, including but not limited to urinary tract infections, upper
10 respiratory infections and stump injuries. The April 2017 assessment included the
11 review of seven hundred seventy-nine (779) Class Members, with a "W"
12 (wheelchair) or "U" (walker/crutch) classification in custody during the last quarter
13 of 2016. The results showed that sixteen (16) of the seven hundred seventy-nine
14 (779) Class Members reviewed experienced complications, including eleven (11)
15 falls, two (2) new pressure injuries, and three (3) complications included in the
16 "other" category, all of which were identified as urinary tract infections. The
17 Department determined that two (2) of two (2) pressure injuries and two (2) of three
18 (3) urinary tract infections were complications experienced by paraplegic prisoners.
19 Thus, the CHS recommended future reviews for paraplegic prisoners twice per year.
20
21
22
23
24

25 Although twelve (12) months have passed since the Department achieved
26 substantial compliance with this provision, the OIG cannot make a sustained
27

1 compliance finding at this time because the Department is currently compiling
2 documentation related to this provision. In addition, due to the fact that this policy
3 instructs the Department to analyze all complications related to wheelchair use, the
4 expert's consultation was not previously sought regarding which complications to
5 analyze. However, the OIG will consult with the expert regarding this policy and the
6 results of the Department's most recent standardized retrospective review before
7 issuing a sustained compliance finding. If documentation and the expert's analysis
8 are consistent with a sustained compliance finding, the OIG will issue a retroactive
9 compliance finding for this provision for April 12, 2018.

10 **Provision D.5 – Wheelchair Seating Training – Sustained Compliance effective**
11 **December 13, 2017**

12 Under section D, paragraph 5 of the Agreement,

13 Within sixty (60) days of the effective date, Defendants agree to investigate
14 the availability of, and seek the provision of, training for LASD medical
15 professionals from Rancho Los Amigos regarding wheelchair seating to
16 reduce complications commonly attributable to wheelchair use.

17 Defendants achieved substantial compliance with this provision on December 13,
18 2016, when the Clinical Physical Therapy Manager from Rancho Los Amigos
19 conducted training for jail medical personnel on proper wheelchair seating. Since
20 then, CHS implemented a quality control mechanism on issues related to wheelchair
21

1 seating and complications commonly attributable to wheelchair use.

2 According to CHS policy M12.03, "Complications – Patients with Mobility
3 Impairments," CHS will conduct standardized retrospective reviews related to
4 wheelchair seating every two (2) years for Class Members and semi-annually for
5 paraplegic prisoners. If the standardized retrospective reviews identify a need for
6 training related to wheelchair seating, the CHS will initiate additional training.
7
8 Defendants have achieved sustained compliance and the OIG will no longer monitor
9 compliance with this provision for purposes of this Agreement.
10

11 **Provision D.6 – Publication of Guidelines for Tracking Complications –**
12
13 **Substantial Compliance as of February 8, 2018**

14 Under section D, paragraph 6 of the Agreement, "Defendants' policies and
15 guidelines for tracking complications common to individuals with mobility
16 impairments will be made public in all jail settings." The compliance measure for
17 this provision requires the Department to promulgate policy consistent with this
18 provision and to notify Class Members of guidelines or policies for tracking
19 complications common to individuals with mobility impairments. The Department
20 provided the OIG with a self-assessment for this provision on February 8, 2018.
21

22 As reported in the *Inspector General's Second Implementation Status Report*
23 under Provision D.4, CHS developed policy M12.03, "Complications – Patients
24 with Mobility Impairments," which outlines procedures to analyze complications
25
26
27

1 common to Class Members. The ADL states, “Jail medical professionals do
 2 continuous quality improvement studies on a regular basis. Such reviews include
 3 monitoring complications common to mobility [impaired prisoners].”
 4

5 Between April 2017 and December 2017, OIG personnel conducted site visits
 6 in the following areas:

- 7 • MCJ on the 6000, 7000 and 8000 floors;
- 8 • TTCF module 232, pods A - F;
- 9 • TTCF module 272, pods A - F; and
- 10 • CRDF.
- 11
- 12

13 OIG personnel confirmed on site visits that the Department continues to display the
 14 posters containing the ADL information and that Class Members have self-service
 15 access to the ADL. The provision’s requirement that the information be “made
 16 public in all Jail settings” has been met and Defendants have achieved substantial
 17 compliance with this provision.
 18

19 **SECTION E – Wheelchairs and Prostheses**

20 **Provision E.1(a) – Wheelchair Maintenance – Substantial Compliance as of** 21 **February 8, 2018**

22 Under section E, paragraph 1, subsection a of the Agreement,

23 Defendants agree that wheelchairs that are medically prescribed will be

24 maintained in working order (including functional brakes and footrests as

25 CV 08-03515 DDP

13 The OIG has determined through observations and interviews on regular site
14 visits to TTCF, MCJ and CRDF that Department personnel are exchanging broken
15 wheelchairs for working wheelchairs upon verbal request by Class Members. These
16 requests and wheelchair exchanges are not tracked; however, the repairs of the
17 broken wheelchairs are tracked on the Department's wheelchair maintenance log.
18 The OIG will work with the Department to identify an effective mechanism for
19 tracking wheelchair repair requests.
20
21

CV 08-03515 DDP

1 substantial compliance with this provision.

2 **Provision E.1(b) – Maintenance of the Wheelchair Repair Shop – Sustained**
 3 **Compliance as of September 20, 2017**

4 Under section E, paragraph 1, subsection b of the Agreement, “[m]aintenance
 5 will include the use of the preexisting wheelchair repair shop at the Pitchess
 6 Detention Center.” On September 20, 2016, Defendants achieved substantial
 7 compliance with this provision.
 8

9 On October 6, 2017, OIG personnel interviewed the Wheelchair Repair Shop
 10 civilian instructor. The OIG verified that the repair shop continues to operate five
 11 (5) days per week from 8:00 am to 2:00 pm and is staffed with two (2) trustees.
 12 Defendants have achieved sustained compliance and the OIG will no longer monitor
 13 compliance with this provision for purposes of this Agreement.
 14

15 **Provision E.1(c) – Installing RFID Transmitters – Sustained Compliance as of**
 16 **January 5, 2018**

17 Under section E, paragraph 1, subsection c of the Agreement, “Defendants
 18 agree to track wheelchairs, their issuance and their conditions, using RFID²
 19 transmitters on a pilot basis.” The compliance measure for this provision requires
 20 the Department to semi-annually update the OIG on the status of the use of RFID
 21

22 ² RFID is a common term used to describe radio-frequency identification systems.
 23
 24
 25

1 transmitters. Defendants achieved substantial compliance with this provision on
2 January 5, 2017.

3 The *Inspector General's Second Implementation Status Report* states that in
4 order for Defendants to achieve sustained compliance, the Department must attach
5 documentation and information that reflects wheelchair movement captured by the
6 RFID transmitters. On December 18, 2017, and January 30, 2018, the Department
7 provided the OIG with updates regarding the use of RFID transmitters to track
8 wheelchairs and documentation reflecting wheelchair movement. The Department
9 stated that the RFID transmitters do not accurately track wheelchair movement and
10 that the limited data fields do not allow for the tracking of wheelchair issuance,
11 condition and repairs. According to the Department, the RFID transmitters were
12 only able to locate twelve (12) of the approximately one hundred twenty (120)
13 wheelchairs at TTCF on November 15, 2017.

14 On December 18, 2017, the Department presented to the OIG an alternative
15 method of tracking wheelchairs, their issuance and their conditions in lieu of RFID
16 transmitters. The Department now utilizes a spreadsheet that contains more detailed
17 information than could be kept using the RFID transmitter data system. This
18 document will track personal wheelchairs and wheelchairs with movable armrests,
19 will be updated daily by the ADA Nurse and will include an update alert every two
20 (2) weeks. The OIG has determined through interviews and document review that

1 this alternative implementation is sufficient and sustainable. Defendants have
2 achieved sustained compliance and the OIG will no longer monitor compliance with
3 this provision for purposes of this Agreement.

4
5 **Provision E.1(d) – Wheelchairs with Moveable Armrests – Partial Compliance**
6 **as of February 6, 2018**

7 Under section E, paragraph 1, subsection d of the Agreement,

8
9 Defendants further agree that wheelchairs with movable armrests may be
10 provided to Class Members who require them if a custody safe option can be
11 located at a comparable price to wheelchairs the LASD currently purchases.

12
13 Defendants agree to explore the availability of such wheelchairs and welcome
14 any suggestions Plaintiffs may have.

15 The compliance measure for this provision requires the Department to provide to the
16 OIG “a brief summary of the Department’s efforts to explore the availability and
17 feasibility of purchasing custody safe wheelchairs with movable armrests.” The
18 compliance measure further requires the Department to provide brief summaries of
19 its efforts to explore the availability and feasibility of purchasing custody safe
20 wheelchairs with movable armrests.

21
22 The OIG confirmed that on February 6, 2018, the Department purchased
23 wheelchairs with removable, but not movable, armrest. The wheelchairs had not
24 been delivered as of March 20, 2018. In the next reporting period, the OIG will
25
26

1 provide updates to the Parties and the Court regarding delivery of chairs ordered as
2 well as an assessment from the expert regarding their appropriateness for Class
3 Members. Defendants have achieved partial compliance with this provision.

4
5 **Provision E.2 – Return of Personal Wheelchairs – Substantial Compliance as of**
6 **February 13, 2018**

7 Under section E, paragraph 2 of the Agreement, “Personal Wheelchairs are
8 currently and will continue to be stored and returned to Class Members upon release
9 from custody.” The compliance measure for this provision requires the Department
10 to provide property receipts for personal wheelchairs for a randomly selected
11 representative sample of Class Members released from custody.
12

13
14 As reported in the *Second Implementation Status Report*, the first sample
15 provided by the Department, based on two (2) one-week periods, was too small to
16 support a compliance finding, so the OIG expanded the time frame for this
17 provision. In partnership with AAB, the Department provided information based on
18 a period of six (6) months for this provision, from January 1, 2017 - June 30, 2017.
19

20
21 The self-assessment provided by the Department on February 13, 2018,
22 shows that ninety-two (92) percent of sampled Class Members received their
23 wheelchairs upon release from custody. The Department excluded one (1) Class
24 Member from its sample analysis because the prisoner had been released from Los
25 Angeles County to the custody of another jurisdiction.
26

1 The OIG met with line and operations personnel at the IRC on March 14,
 2 2018, and received additional information related to “in-custody releases.”³ All
 3 personnel interviewed stated that some custody agencies refuse to take personal
 4 belongings, including wheelchairs, when taking custody of prisoners from the Los
 5 Angeles County jails. The OIG also completed an inventory of personal wheelchairs
 6 that were being stored at the IRC in order to verify that all chairs were assigned to
 7 Class Members who were then in custody. On March 18, 2018, the OIG completed a
 8 similar inventory at CRDF. The OIG confirmed that the Department’s self-
 9 assessment was accurate and that some agencies refuse to take personal wheelchairs
 10 when assuming custody of a Class Member.

14 Defendants have achieved substantial compliance with this provision.
 15 However, the OIG recommends that the Department coordinate with agencies
 16 assuming custody of Class Members to ensure that prisoners’ property transfers with
 17 them or to ensure that Class Members’ families are aware that designated family
 18 members can retrieve prisoners’ property at the IRC or CRDF upon their release.

21 **Provision E.3 – Policy Regarding Assistive Devices – Sustained Compliance**
 22 **effective December 2, 2107**

24 Under section E, paragraph 3 of the Agreement, Defendants are required to

25 ³ In-custody releases occur when a prisoner is taken from LASD custody into the custody of another local,
 26 state or federal law enforcement agency or when a prisoner is released directly to health care facility.

1 “codify in written policies and procedures existing practices governing the release of
2 Class Members who need assistive devices but do not have personal assistive
3 devices available to them upon release.”
4

5 As reported in the *Inspector General’s Second Implementation Status Report*,
6 Defendants achieved substantial compliance with this provision on December 2,
7 2016. On that date, the Department shared unit orders from CRDF and the IRC
8 governing the release of persons who require assistive devices. On December 2,
9 2017, representatives from the OIG conducted interviews with personnel in CRDF’s
10 property window and storage area and confirmed that personnel were familiar with
11 CRDF Unit Order #5-25-030, “Release of Inmates with Mobility Impairments.” On
12 March 13, 2018, the OIG confirmed that personnel assigned to the IRC property
13 window and storage area were familiar with IRC Unit Order #5-01/011.00, “Release
14 of Inmates with Special Needs or Mobility Impairments.”
15
16
17

18 On March 14, 2018, OIG monitors reviewed video related to the release of
19 Class Members from custody at the IRC. All video reviewed confirmed that the
20 Department provided assistive devices for Class Members who needed them upon
21 release between January 1, 2017 and March 31, 2018. Defendants have achieved
22 sustained compliance and the OIG will no longer monitor compliance of this
23 provision for purposes of this Agreement.
24
25
26
27

Provision E.4 – Return of Prostheses within Twenty-Four (24) Hours – Partial Compliance

Under section E, paragraph 4 of the Agreement, “[c]onsistent with existing LASD policy, Defendants will ensure that all prostheses are returned to Class Members within twenty-four (24) hours if not determined to pose a security risk.” The compliance measure for this provision requires the Department to promulgate policy consistent with this provision and to analyze a sample of Class Members who utilize wheelchairs for two (2) one-week periods to be selected by the OIG.

The Department has promulgated two (2) policies consistent with this provision including the *Johnson* policy and CDM section 5-03/080.00, “Medical Appliances.” On March 13, 2018, OIG monitors interviewed personnel at IRC Booking Front, where medical devices are first evaluated, and determined that all relevant personnel were familiar with the requirements of CDM section 5-03/080.00 and the *Johnson* policy requirements related to this provision. On March 18, 2018, OIG monitors interviewed personnel at CRDF’s reception area and determined that CRDF personnel were also familiar with the requirements of the policies.

The Department did not provide a self-assessment related to this provision. In previous discussions with the OIG, the Department indicated that it identified issues related to proper documentation under this provision. The Department is working to document its implementation of this provision and has achieved partial compliance.

CV 08-03515 DDP

SECTION F – ADA Coordinators

Provision F.1 – ADA Duties – Partial Compliance

Under section F, paragraph 1, of the Agreement

The LASD will staff Jail Settings with one (1) or more ADA coordinator(s).

Defendants will dedicate sufficient resources toward the ADA coordinator(s) position to ensure that necessary duties are being carried out in an appropriate fashion.

The provision further enumerates six (6) ADA Coordinator duties, including the following: training personnel working in areas that house Class Members; interfacing with medical personnel to ensure reasonable accommodations for Class Members; and ensuring that “ADA” grievances are handled according to Defendants’ policy and the terms of the Agreement. Further, the provision states that ADA coordinators’ duties will include “[r]eviewing, investigating and resolving inmate grievances on which the existing ‘ADA’ box is checked.”

The compliance measures for this provision require the Department to provide a log of complaints received by the Department’s ADA team email group that contains the grievance filing and resolution dates as well as summaries of the grievances and their resolutions. The documentation provided by the Department and CHS reflect that ADA coordinators and medical personnel are involved in the resolution of ADA complaints sent by the OIG, American Civil Liberties Union and

CV 08-03515 DDP

1 other third parties. The log also reflects ADA coordinators' direct involvement
2 resolving ADA medical issues. The log, however, does not include any grievances
3 that the Department received directly from Class Members in facilities, where the
4 "ADA" box was checked.
5

6 To determine whether ADA coordinators were reviewing ADA-related
7 grievances received directly from prisoners, the OIG conducted interviews with
8 personnel assigned to the Department's grievance teams⁴ and reviewed grievance-
9 related documentation provided by the Department and CHS to show compliance
10 under section G of this Agreement ("Grievance Form"). The OIG determined that
11 many ADA-related grievances received directly from prisoners do not reach ADA
12 coordinators and are instead submitted by line staff directly to medical personnel for
13 resolution. At least two (2) grievances involving non-medical issues were
14 improperly forwarded to medical personnel for resolution and were ultimately not
15 resolved.⁵ At this time, it does not appear that ADA coordinators are "interfacing"
16
17
18
19

20
21 ⁴ Each facility has a designated grievance team, consisting of deputies, custody assistants and at
22 least one (1) sergeant, who manage the facilities' processing of prisoner grievances.

23 ⁵ At least (2) grievances were not returned to facility Watch Sergeants as required by CHS policy
24 M12.04, "Grievances - Health Care and Against Staff." In the first instance, a Class Member
25 requested that wristband information be updated to reflect that the Class Member was now using a
26 walker (a "U" designation on the wristband). When medical personnel received this request, they
27 scheduled the Class Member for a new evaluation, instead of forwarding the grievance to the
facility Watch Sergeant. The documentation reflects that the Class Member received additional
medical care but there was no information regarding the wristband issue. In another grievance, a
Class Member requested to speak to an "ADA caseworker" (presumably the ADA Coordinator),

1 with medical personnel pursuant to this provision to resolve ADA-related grievances
2 received directly from prisoners and to ensure that Class Members receive necessary
3 accommodations.

4
5 The Department should implement a system so that ADA-related grievances
6 received directly from prisoners receive the same level of attention and oversight as
7 the third-party ADA-related grievances. Defendants remain in partial compliance
8 with this provision.
9

10 **Provision F.2 – ADA Coordinator(s) Authority – Sustained Compliance as of**
11 **October 31, 2017**
12

13 Under section F, paragraph 2 of the Agreement,

14 The ADA coordinator(s) shall have authority to make recommendations
15 regarding reasonable accommodations to Class Members including, when
16 necessary, the authority to bring issues to the attention of LASD executives
17 (including, without limitation, the Chief of the Custody Division) for
18 resolution.
19
20

21 The compliance measure for this provision requires the Department to promulgate
22 policy consistent with this provision.

23 As previously reported, the *Johnson* policy includes language consistent with
24

25 _____
26 (...continued)
27 and the grievance was left unresolved.

1 this provision. To ensure that the Department is complying with the policy,
2 representatives from the OIG interviewed ADA coordinators at all facilities that
3 house Class Members and confirmed that ADA coordinators possess and exercise
4 authority to make recommendations and are able to bring issues to the attention of
5 Department executives.
6

7 In October 2017, a new Division ADA Coordinator was assigned to the
8 Medical Services Bureau who has taken the lead in successfully implementing
9 several Agreement related reforms. Defendants have achieved sustained compliance
10 and the OIG will no longer monitor compliance with this provision for purposes of
11 this Agreement.
12

13
14 **Provision F.3 – Training ADA Coordinators – Partial Compliance (previously**
15 **Substantial Compliance)**
16

17 Under section F, paragraph 3 of the Agreement,
18 Plaintiffs will assist in training the ADA coordinator(s). The ADA
19 coordinator(s) will be assigned and trained within sixty (60) days of the
20 effective date.
21

22 The compliance measure for this provision requires the Department to provide
23 training records for ADA coordinators, including rosters and curriculum, to the OIG.
24

25 As previously reported, Defendants achieved substantial compliance with this
26 provision on November 29, 2016 by hosting two (2) trainings, the first in September
27

1 2015 and the other in November 2016, for each of the eight (8) total ADA
2 coordinators. The Department recorded the training in order to train future ADA
3 coordinators.

4
5 Since the *Inspector General's Second Implementation Status Report*, the
6 Department has assigned a new Division ADA Coordinator and new facility ADA
7 coordinators at most facilities. OIG personnel interviewed the ADA coordinators
8 and determined that Department training is insufficient. Although the Department
9 has held several ADA training meetings and provided training rosters, it has failed
10 to provide all ADA coordinators with the ADA training pursuant to the Agreement.
11 The OIG identified several ADA coordinators who held ADA coordinator positions
12 for more than a year who had not received the videotaped training until the OIG
13 inquired. One (1) ADA Coordinator indicated they were "self-taught."

14
15 The Department should institute an effective and sustainable process by
16 which new ADA Coordinators receive training prior to assuming ADA coordinator
17 responsibilities. Defendants have achieved partial compliance with this provision.

18
19 **SECTION G – Grievance Form**

20
21 **Provision G.1 – Grievance Form Shall Include an "ADA" Box – Sustained**
22 **Compliance as of April 22, 2016**

23
24 Defendants achieved sustained compliance with this provision on April 22,
25 2016. The OIG will discontinue compliance monitoring of this provision for

1 purposes of the Agreement.

2 **Provision G.2 – “ADA” Designation of ADA-related Grievances – Partial**
 3 **Compliance**

4 Under section G, paragraph 2 of the Agreement,

5 All grievances involving mobility assistive devices and the physical
 6 accessibility of the Jail shall be designated “ADA” grievances even if the
 7 inmate who filed the grievance did not check the “ADA” box.
 8

9 The compliance measure for this provision requires the Department and CHS to
 10 promulgate policy consistent with the provision, to provide a list of ADA-related
 11 grievances received during a time period selected by the OIG, and to show that
 12 those grievances were properly designated as “ADA” grievances. OIG personnel
 13 selected and reviewed documentation from November 2017. Information produced
 14 under this provision may also apply to Provision G.4, discussed below, which
 15 requires that ADA-related grievances are not designated as “basic” grievances.
 16

17 The Department created several policies related to this provision, including
 18 the *Johnson* policy and CDM section 8-03/030.00, “ADA-Related Requests and
 19 Grievances.” The Department’s self-assessment indicates that ADA-related
 20 grievances fall under three (3) separate designations within the Custody Automated
 21 Reporting and Tracking System (CARTS) including “Medical Services,” “ADA
 22 (Medical)” and “ADA.” The self-assessment showed that twenty-six (26) percent of
 23

24 CV 08-03515 DDP

1 ADA-related grievances were designated as “ADA (Medical)” or “ADA.” The
2 remaining seventy-four (74) percent were designated as “Medical Services”
3 grievances. Medical personnel process both “Medical Services” and “ADA
4 (Medical)” grievances, while custody personnel process “ADA” grievances. This
5 multiple category system has created some confusion and seems to be resulting in
6 untimely and/or insufficient responses to Class Member grievances, as discussed
7 under Provision F.1. There also seems to be confusion or disagreement regarding the
8 best way to respond to ADA-related grievances and whether they are best handled
9 by custody or medical personnel. Though custody and medical coordination has
10 improved significantly since the creation of CHS, and continues to improve as
11 reforms are implemented, these issues highlight insufficient coordination in
12 addressing prisoners’ ADA-related needs. Defendants have achieved partial
13 compliance with this provision.

18 **Provision G.3 – Grievance Response Time – Partial Compliance**

19 Under section G, paragraph 3 of the Agreement, “[t]he response time for
20 ‘ADA’ grievances will be no more than that allowed under the standard grievance
21 policy.” The compliance measure for this provision requires the Department to
22 promulgate policy consistent with this provision and provide to the OIG a randomly
23 selected representative sample of ADA-related grievances within time frames
24 selected by the OIG.

1 The Department created four (4) policies consistent with this provision,
2 including CDM policy #8-03/005.00, "Inmate Grievances," CDM policy #8-
3 03/030.00, "ADA-related Requests and Grievances," CDM policy #8-04/040.00,
4 "Time Frames" and CHS policy M12.04, "Grievances – Health Care and Against
5 Staff." These policies require a response time of fifteen (15) days for all non-
6 emergency ADA-related grievances and five (5) days for all emergency grievances.
7
8 The Department provided the OIG with a spreadsheet that indicates the Department
9 or CHS responded to ninety-two (92) percent of sampled grievances within fifteen
10 (15) days. The Department provided source documents for some information
11 contained in the spreadsheet; however, the OIG has requested and is waiting on
12 additional source documents regarding medical grievance processing. This
13 documentation is necessary to verify the spreadsheet data provided and to make a
14 compliance finding for this provision.
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16
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18 Documentation provided indicates that response timeframes were only
19 analyzed based on a fifteen (15) day response timeframe and do not include data or
20 analysis of emergency grievance response timeframes. When prisoner complainants
21 check the "Emergency" box on the Department's grievance form, personnel are
22 required to promptly notify a sergeant who must notify the facility watch
23 commander and ensure that appropriate action is taken. The watch commander or
24 designated sergeant may downgrade grievances to non-emergent, but must notify
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1 the prisoner that the grievance will be handled as a non-emergent grievance and
2 reflect that determination in the CARTS. Downgraded grievances may then be
3 resolved within the non-emergency grievance fifteen (15) day timeframe.
4

5 CHS policy does not explicitly differentiate between emergency and non-
6 emergency grievances. However, CHS policy M12.04, "Grievances – Health Care
7 and Against Staff" requires that all health care grievances be analyzed within
8 twenty-four (24) hours to determine whether there is an urgent or emergent medical
9 condition that requires immediate attention. If not, response time for medical
10 grievances is fifteen (15) days, as with LASD policy.
11
12

13 The OIG determined that approximately half of the sampled grievances were
14 originally marked "Emergency" by Class Members, but were processed as non-
15 emergency grievances without proper documentation of custody or medical
16 personnel decisions to downgrade them. Also, as stated above, some "ADA"
17 grievances which should have been addressed by custody personnel were
18 improperly forwarded to medical personnel and did not receive timely or
19 appropriate responses.
20
21

22 While the Department and CHS have made tremendous efforts to repair the
23 broken grievance system and have made significant progress, the Department and
24 CHS continue to receive an overwhelming number of grievances which are
25 inaccurately marked "Emergency" by prisoner complainants. Though many of these
26
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CV 08-03515 DDP

1 grievances do not constitute emergencies, the Department and CHS must provide
2 source documentation that indicates both agencies are processing grievances
3 consistent with respective policies. Defendants have achieved partial compliance
4 with this provision.
5

6 **Provision G.4 – “ADA” Grievances Not Designated as “Basic” Grievances –**
7 **Substantial Compliance as of March 16, 2018**
8

9 Under section G, paragraph 4 of the Agreement, “‘ADA’ grievances will not
10 be designated as ‘basic’ grievances.” The compliance measure for this provision
11 requires the same data as was provided under Provision G.2, discussed above. The
12 Department circulated policy related to this provision, including the *Johnson* policy
13 and multiple sections within CDM Volume 8, “Inmate Grievance Manual.”
14

15 The Department and CHS provided documentation related to this provision
16 on March 16, 2018, which confirms that the Department designates all ADA-related
17 grievances into three specialized categories discussed above including “Medical
18 Services,” “ADA (Medical)” or “ADA” grievances. While these designations may
19 be problematic in some instances, none of the sampled grievances were designated
20 as “basic” grievances. Therefore, Defendants have achieved substantial compliance
21 with this provision.
22
23
24

25 **Provision G.5 – Keep All ADA-related Grievances – Substantial Compliance as**
26 **of May 4, 2017**
27

Under section G, paragraph 5, “Defendants will keep copies of all ‘ADA’ grievances, for purposes of monitoring in this matter.” Defendants achieved substantial compliance with this provision on May 4, 2017. The OIG will make a sustained compliance finding on May 4, 2018, twelve (12) months from the OIG’s substantial compliance determination.

SECTION H – Accommodations

Provision H.1 – Reasonable Accommodations – Partial Compliance

Under section H, paragraph 1 of the Agreement, Defendants agree that Class Members shall receive reasonable accommodations when they request them and as prescribed by LASD medical professionals. Accommodations may include, but are not limited to: assignment to lower bunks, changes of clothing; extra blankets; allowance of extra time to respond to visitor calls and attorneys visits; shower benches; assistive devices to travel outside of a housing module; and assignment to a cell with accessible features.

As previously reported, the *Johnson* policy includes language consistent with the terms of this provision. However, the Department is working to reconcile its other policies with the *Johnson* requirements. Necessary revisions include CDM section 5-06/010.05, “Allowable Inmate Property – Male Inmates,” CDM section 5-06/010.10, “Allowable Inmate Property – Female Inmates,” and CDM section

1 5.07/010.00, "Contraband Defined," all of which restrict the number of allowable
2 blankets and sets of extra clothing.

3 Despite conflicting Department policy, the OIG has verified that Department
4 personnel are familiar with the *Johnson* policy's requirement that Class Members
5 receive reasonable accommodations. Between April 2017 and December 2017, OIG
6 personnel conducted site visits in the following areas:
7

- 8 • MCJ on the 6000, 7000 and 8000 floors;
- 9 • TTCF module 232, pods A - F;
- 10 • TTCF module 272, pods A - F; and
- 11 • CRDF's.

12
13
14 Most of the personnel interviewed reported having been briefed on the policy
15 or having received training in the Jail Operations Continuum course in the
16 Academy. However, some personnel were working overtime from patrol and from
17 other facilities and were not aware of the policies. Personnel regularly assigned to
18 posts outside of Custody Services Division reported that they had not been trained in
19 the *Johnson* policy and were not aware of many of the accommodations to which
20 Class Members are entitled.
21

22 The Department must implement an effective mechanism to train all
23 personnel on the *Johnson* policy and ensure that assistive devices and other
24 reasonable accommodations are provided as prescribed. In addition, the Department
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CV 08-03515 DDP

1 should revise its contraband policy to include language that specifies that mobility
2 impaired prisoners are allowed to have extra blankets and extra clothing. Defendants
3 remain in partial compliance with this provision.
4

5 **Provision H.2 – Accessibility of Information Reflecting Orders by LASD**

6 **Medical Professionals – Sustained Compliance as of November 3, 2017**

7 Under section H, paragraph 2 of the Agreement,
8

9 Information reflecting orders by LASD Medical Professionals for
10 accommodations for Class Members shall be accessible to custody staff so
11 that they may be implemented in housing areas.
12

13 The Department was not required to conduct a self-assessment for this provision.
14 Instead, OIG monitors conducted interviews of Department personnel at relevant
15 housing locations to determine whether personnel could access the IC12 screen used
16 by custody personnel to ascertain Class Members' accommodation orders.
17

18 Throughout the monitoring period, OIG personnel have observed that
19 deputies at relevant housing locations between MCJ, TTCF and CRDF are familiar
20 with the IC12 screen and how to access *Johnson* related information. One hundred
21 (100) percent of personnel interviewed were able to do so, which exceeds the
22 compliance standard of eighty-five (85) percent. Therefore, Defendants have
23 achieved sustained compliance with this provision and the OIG will no longer
24 monitor compliance with this provision for purposes of this Agreement.
25
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Provision H.3 – Tracking Mobility Assistive Device Requests – Partial

Compliance

Under section H, paragraph 3 of the Agreement,

Defendants agree to explore the feasibility of adding a tab to the current medical records system (as part of upgrades), to track mobility assistive device requests and assessments by LASD Medical Professionals of Class Members.

The Department and CHS have researched the feasibility of adding a tab to Cerner. As reported in the *Inspector General's Second Implementation Status Report*, the Department and CHS met with the OIG on April 12, 2017, and proposed a solution to upgrade Cerner to track secondary review requests. Since then, neither the Department nor CHS have provided additional information on implementation progress or whether the upgrade idea has been abandoned altogether. The OIG will be meeting with the Department and CHS in April to discuss its efforts to explore the feasibility of this upgrade. Defendants remain in partial compliance with this provision.

SECTION I – Notification of Rights

Provision I.1 – Roadmap to Custody – Sustained Compliance as of June 2, 2017

Defendants achieved sustained compliance with this provision on June 2, 2017. The OIG will no longer monitor compliance with this provision for purposes

CV 08-03515 DDP

1 of this Agreement.

2 **SECTION J – Training**

3 **Provision J.1 – Training – Partial Compliance (previously Substantial** 4 5 **Compliance)**

6 Under section J, paragraph 1 of the Agreement, “[w]ithin 60 days of April 22,
7 2015, Defendants will begin providing reasonable training to Jail personnel
8 (including medical personnel) consistent with the terms of this Agreement.” The
9 compliance measure for this provision requires the Department to provide training
10 rosters, curriculum, syllabi and attendance rosters to the OIG.
11

12 Defendants achieved substantial compliance with this provision on March 21,
13 2017. On March 21, 2018, the Department provided the following documentation
14 related to this provision:
15

- 16 • An agenda, schedule and syllabus for “De-Escalation and Verbal
17 Resolution Training” (DeVRT), which has an ADA component, and
18 attendance rosters for DeVRT trainings that occurred between
19 January 3, 2017, and November 9, 2017;
20
- 21 • An agenda, attendance rosters (including custody and medical
22 personnel from CRDF, MCJ, TTCF and CCSB) and a PowerPoint
23 presentation from a training held on May 9, 10 and 11, 2017, about
24 *Johnson* related matters, such as ADA-related grievances, the ADL,
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1 returning medical appliances, Town Hall meetings and thermal
 2 clothing; and

- 3 • A syllabus, attendance rosters and a PowerPoint presentation for
 4 training, “ADA in Custody (Accommodations for Inmates with
 5 Disabilities)” offered on January 2 and 3, 2017, as well as February 27,
 6 2018.
 7

8
 9 The OIG has confirmed that appropriate personnel attended the trainings and
 10 that appropriate ADA topics were covered. However, because the Department is
 11 deficient in several areas related to *Johnson* training and policy compliance (as
 12 discussed throughout this report in compliance findings for provisions A.5(a), D.2,
 13 F.3 and H.1), Defendants have achieved partial compliance with this provision.
 14

15 **SECTION K – Transportation**

16 **Provision K.1 – Transportation in Accessible Vans – Substantial Compliance as** 17 **of May 11, 2017**

18 Under section K, paragraph 1 of the Agreement, “Class Members who use
 19 wheelchairs or other mobility aides are and will continue to be transported in
 20 accessible vans and will be secured during transport.” Defendants achieved
 21 substantial compliance with this provision on May 11, 2017. The OIG will make a
 22 sustained compliance finding on May 11, 2018, twelve (12) months from the OIG’s
 23 substantial compliance determination.
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CV 08-03515 DDP

Conclusion

Since the *Inspector General's Second Implementation Status Report*, Defendants have made notable progress toward compliance with the Agreement. However, some facilities or housing locations trail others in implementation of certain provisions, such as TTCF module 272 with the rotation of outdoor recreation times under Provision B.3 or CRDF with the distribution of thermal clothing under Provision B.4. Some provisions with which the Department has achieved less than substantial compliance are linked to larger systemic issues which affect compliance across the Custody Division, including:

- Training: The Department and CHS must dedicate additional resources toward training personnel consistent with this Agreement.
 - Department personnel must ensure that deputies at all relevant housing locations are familiar with requirements of the *Johnson* policy and that personnel adhere to those requirements (see Provision B.2 and B.3, for example). ADA coordinators can and should take an expanded role in training custody personnel consistent with the *Johnson* policy.
 - CHS personnel must ensure that medical personnel understand the requirements of this Agreement, and issue remedial training where necessary (see Provision D.2 and J.1, for example).

- 1 • Grievances: The Department and CHS need to establish a properly
2 functioning grievance system to adequately identify operational and other
3 issues to meet the needs of Class Members. While the Department's
4 grievance system has been improved in recent months, the system
5 generally remains unreliable. ADA coordinators (as discussed below) can
6 and should assume a greater role in the processing and resolution of ADA-
7 related grievances.
8
- 9 • ADA Coordinators: The Department's ADA coordinators must be
10 appropriately trained (see Provision F.3) and interface with Department
11 and medical personnel toward the resolution of ADA-related grievances
12 (see Provision F.1 and Section G "Grievances" generally). An expanded
13 oversight role in the grievance process would allow ADA coordinators to
14 better identify trends related to Class Members' experiences in custody
15 and bring them to the attention of command staff where necessary.
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20 The Department is working to address issues related to the areas above, and
21 the OIG will continue to work with the Department and CHS to identify ways for
22 the Department to implement the terms of this Agreement. The Department has
23 made substantial progress in this reporting period and the OIG anticipates similar
24 progress in the next reporting period. The OIG will continue to provide regular
25 updates to the Parties and the Court in this matter
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