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9 **Monitors**

10
 11 **UNITED STATES DISTRICT COURT**
 12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

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

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

Case No.: CV 08-03515 DDP

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

1 Pursuant to Section V, subsection M, of the Settlement Agreement
2 (Agreement), the Monitor appointed by this Court, the Office of Inspector General
3 (OIG), submits the attached Office of Inspector General’s First Implementation
4 Status Report (Report) evaluating the Defendant’s compliance with the terms of
5 this Agreement. This report was prepared by the OIG to provide “reasonable and
6 regular reports” to the Plaintiffs and the Defendant (collectively referred to as “the
7 Parties”), and the Court. This is the OIG’s first of four (4) semi-annual reports
8 anticipated for the duration of the Agreement. The OIG representative is available
9 to answer any questions the Court may have regarding this Report and Defendants’
10 compliance with the Agreement.
11

12 Dated: October 5, 2016

Respectfully submitted,

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16 By: 

Max Huntsman
Inspector General
Los Angeles County Office of Inspector
General

**OFFICE OF INSPECTOR GENERAL'S
FIRST IMPLEMENTATION STATUS REPORT**

The Settlement Agreement (Agreement) between the Plaintiffs Peter Johnson, Donald Peterson and Michael Curfman (Plaintiffs), on behalf of themselves and all others similarly situated, and the County of Los Angeles, et al. (the Defendants) in *Peter Johnson et. al. v. County of Los Angeles et al., United States District Court of the Central District of California*, Case No. CV 08-03515 DDP (Action), provides that the Office of Inspector General (OIG) will prepare and submit to the Parties and the Court periodic reports evaluating the Defendants' compliance with the Agreement. The Defendants have agreed to implement system-wide reform of the Los Angeles County conditions of confinement and access of prisoner Class Members to programming, medical care and other jail services, and to revise its policies, procedures, and practices that govern the treatment of Class Members housed in the Defendants' jail facilities.

On August 12, 2014, the Los Angeles County Board of Supervisors (Board) passed Los Angeles County Code §6.44.190 (Code), to create the Office of Inspector General to provide "...independent and comprehensive oversight, monitoring of, and reporting about" the Los Angeles County Sheriff's Department (Department). In the OIG's official capacity as counsel to the Board, and pursuant

to the Memorandum of Agreement to Share and Protect Confidential Department Information (MOA) entered into on December 15, 2015, between the Los Angeles County Sheriff and the OIG, the OIG assists the Board in the discharge of its duties under Government Code Section 25303 by regularly monitoring the Department's Custody Services Division and its jail facilities.

OIG personnel regularly inspect the Department's Custody Services Division facilities, attend administrative meetings, and monitor the provision of medical and mental health services to Los Angeles County prisoners. The OIG began monitoring the Department's Custody Services Division in January 2014 and, on November 14, 2014, was appointed by the Court to serve as monitor for the Defendants' implementation of the Agreement. The parties understand and agree that the OIG's implementation monitoring of the Agreement in no way limits the OIG's access to personnel, facilities, and confidential records, or its duties and authority pursuant to the California Government Code, the Los Angeles County Code, and the MOA.

In assessing the Defendants' compliance with the terms of the Agreement, the OIG has prepared and the parties have agreed to utilize compliance measures to evaluate, track, and report on the Defendants' progress. The compliance measures were finalized on August 24, 2016. Although the Agreement does not mandate the use of compliance measures, they establish for the County the OIG's compliance

expectations and serve as a guide for the Agreement's implementation. The compliance measures were developed in consultation with the parties and in collaboration with the Department's Custody Services Division line personnel and managers who are responsible for the Agreement's implementation in the county jails.

For each of the Agreement's substantive provisions, the compliance measures prescribe the documents, audit sampling methods, and additional information which will be utilized by the OIG in its assessment of the Department's compliance with the Agreement. Because some compliance measures were developed before the Defendants determined how their corresponding provisions would be most effectively implemented, the OIG anticipates some modifications to the Defendants' implementation plan(s) or to the compliance measures themselves. In monitoring Defendants' implementation progress, the OIG may modify the compliance measures when necessary to make a compliance finding or to promote feasibility, efficiency or sustainability.

The OIG will utilize three compliance categories: "Non-Compliance" (NC), "Partial Compliance" (PC) and "Substantial Compliance" (SC). Meaningful reform is best achieved by way of efficient and sustainable implementation. The OIG and the Defendants share the expectation that reforms implemented pursuant to the Agreement must outlive the Agreement's April 22, 2018 termination date.

The County must account for existing personnel and other resources and implement plans that satisfy the terms of the Agreement and meet the needs both of prisoner Class Members *and* the jail personnel whose commitment is imperative to the Agreement's long-term success. As such, the OIG will monitor both the Defendants' implementation outcomes as well as the processes by which implementation is achieved.

Where the compliance measures refer to the promulgation of policies, the Defendants will be evaluated based upon a policy's drafting, notification of personnel (and prisoners where appropriate), personnel training (where appropriate), policy implementation and, ultimately, adherence. Where the settlement agreement requires notification to prisoners, the Defendants are expected to ensure that notification of all Class Members, accounting for any applicable special needs.

Some of the compliance measures require evaluation of Class Member population data. The OIG has set forth a statistically valid method by which randomly selected representative samples will be generated for this purpose. The parties have agreed that where compliance measures identify population samples to be evaluated, the Department's Audits and Accountability Bureau (AAB) will validate the Custody Services Division's internal assessment methods. The AAB was established pursuant to a recommendation by the Citizens' Commission on Jail

Violence (CCJV). Consistent with the CCJV's recommendation, the AAB reports directly to the Sheriff and provides internal monitoring, auditing, and accountability that is independent of the Custody Services or other Department Divisions. The OIG is confident that AAB's involvement in the initial phases of the Agreement's implementation will support the longevity of the Defendants' reform successes.

The Defendants have agreed to retain a subject matter expert with expertise in the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.), specifically mobility impairments, to make recommendations regarding settlement agreement implementation and OIG compliance findings where necessary. The OIG anticipates that the Defendants' expert will serve as a resource for the Defendants beyond the Agreement's termination date. The OIG and the Parties will determine which aspects of the agreement require expert consultation as they are implemented.

The Defendants have represented that, as of June 30, 2016, many of the Agreement's provisions were partially or wholly implemented. Based on the OIG's monitoring of the Defendants' existing conditions of confinement for Class Members, review of the Defendants' policies and procedures, frequent jail inspections and regular meetings with Department personnel, prisoners, and Plaintiffs' co-counsel, the Defendants have made progress toward implementation

of the Agreement and have achieved at least partial compliance with many of its provisions. With the August 24, 2016 completion of the compliance measures, OIG formal *Johnson* compliance monitoring was initiated on October 1, 2016.

The OIG and the parties have agreed to a semi-annual reporting schedule. This is the OIG's First Implementation Status Report and subsequent semi-annual reports will be filed by June 30 and December 31 each year thereafter. The final report will be filed by June 30, 2018, following the April 22, 2018 termination of the Settlement Agreement. The OIG's Second Implementation Status Report will contain compliance findings for each of the Agreement's provisions that are timely for monitoring based on Agreement deadlines and the Defendants' self-reporting. Where data analysis is necessary, the OIG will identify for AAB and Custody Serves Division's Custody Compliance and Sustainability Bureau (CCSB) sampling timeframes that occur between July 1, 2016, and February 28, 2017. For the OIG's Third Implementation Status Report, the sampling timeframes will occur between March 1, 2017, and September 30, 2017. The OIG's Final Implementation Status Report will present findings based on sampling timeframes that occur between October 1, 2017, and March 30, 2018.

The CCSB will conduct internal monitoring and assessments of each settlement agreement provision following the provision's implementation, and prepare and submit to the OIG written self-assessments and any supporting or

“proof of practice” documentation. Following the OIG’s receipt of the Defendants’ self-assessments, the OIG will monitor the Defendants’ compliance and issue a compliance finding. Following the Defendants’ review of the OIG’s compliance findings, the OIG will post the findings to a secure website to which both parties have password protected access. The website will contain a *Johnson Agreement Compliance Tracker* (Tracker) which will document for the parties the OIG’s compliance determinations and explanations. The Tracker will also contain any supporting documentation which illustrates compliance and which is deemed by the Department and the OIG appropriate for the public record. Both parties will have an opportunity to review and respond to any OIG compliance finding. Finally, the OIG will utilize information from the Tracker in its semi-annual status reports to the Court.

Because the OIG maintains a regular presence in the County’s jail facilities, the OIG may begin compliance monitoring immediately following the Defendants’ notice to the OIG of a provision’s completed implementation. Once the Defendants achieve Substantial Compliance with an Agreement provision, following notice to Plaintiffs via the OIG’s secure website, a one-year “sustained compliance” period will begin. At the end of the one-year sustained compliance period, the OIG will again monitor the Defendants’ compliance, make a second compliance finding, and post the finding via the Tracker to the secure website.

Following the OIG's second Substantial Compliance finding, the OIG will discontinue formal monitoring of the provision. If the one-year sustained compliance date falls after April 22, 2018, the OIG will monitor and make a second compliance finding and recommendation for the Court's consideration in OIG's Final Implementation Status Report. The secure website and use of the Tracker, as envisioned, will improve communication between the parties as the Agreement terms are implemented and permit the OIG to provide more frequent compliance updates to Plaintiffs than would be accomplished via the semi-annual reporting schedule alone.

The OIG has attached for the Court's review the Tracker which contains each of the Agreement's provisions as well as implementation deadlines and the Defendants' self-assessment status.

OIG Johnson Compliance Tracker

#	PROVISION (verbatim from <i>Johnson v. Baca</i> settlement agreement)	Agreement Implementation Deadline	Department		Office Of Inspector General		
			Self-Assessment Status	Date	Compliance Rating (NC, PC, SC)	Date	Sustained Compliance Finding
A.1	Defendants agree that Class Members have and will continue to have access to all programming (including the same programming made available to veterans) that non-mobility-impaired inmates have in Jail Settings.						
A.2	Mobility impairment(s) will not serve to disqualify Class Members from participating in programming in which they are otherwise eligible to participate.						
A.3	Class Members will be escorted, to the extent necessary, to any program in which they are otherwise eligible to participate in, provided that program is available in the facility in which the inmate is housed.						
A.5 (a)	Subject to security classification and eligibility requirements, Defendants agree that Class Members may serve as trustees on the same floor on which they are housed. Defendants agree that relevant LASD personnel will be trained to ensure compliance with this term.						
A.5 (b)	Defendants further agree to provide Plaintiffs' counsel with a list of the tasks that trustees regularly perform in the Jail.		Completed	1/20/2016			
A.5 (c)	Defendants further agree to identify some of the specific jobs that Class Members may perform.		Completed	1/20/2016			
A.6	Defendants agree to notify Class Members of the programs available to them in either paper or electronic format, or both.						
A.7	Notification of available programs will also be provided during "town hall" meetings held at the Jail where appropriate.						
B.1	Plaintiffs dispute whether the LASD has properly equipped and staffed an area within the Jail to provide physical therapy. Notwithstanding this dispute, the Parties agree as follows:						
B.1 (a)	Defendants agree that Class Members will have access to physical therapy as prescribed by LASD medical professionals.						
B.1 (b)	Defendants shall continue to maintain and staff a physical therapy room in MCJ and further agree to attempt to locate space in TTCF for a similar room (essentially, a mini clinic) to provide physical therapy to Class Members once they are moved into housing locations in that facility.						
B.1 (c)	Defendants further agree to make a good faith effort to obtain additional resources to bolster the availability of physical therapy for all inmates, including Class Members.						
B.2	The LASD will continue to count outdoor recreation time for Class Members from when the inmates arrive at the recreation area, not when they leave their housing location. LASD shall develop and distribute a unit order to ensure that all LASD personnel are aware of this policy.						
B.3	To the extent possible, and taking into account operational and logistical considerations, the time of day Class Members are offered outdoor recreation will rotate.						
B.4	Class Members who have been prescribed thermal clothing as a reasonable accommodation for their disability so that they may participate in outdoor recreation will be provided warm coats and/or thermal clothing. LASD shall inform Class Members that they may request thermal clothing as a reasonable accommodation, and shall develop and distribute a unit order to ensure that all LASD personnel are aware of this policy.						

OIG Johnson Compliance Tracker						
#	PROVISION (verbatim from <i>Johnson v. Baca</i> settlement agreement)	Department		Office Of Inspector General		
		Agreement Implementation Deadline	Self-Assessment Status	Date	Compliance Rating (NC, PC, SC)	Date
C.4 (a)	The housing expansion for Class Members in TTCF will occur in the following phases: a. Phase 1: Identify appropriate locations in TTCF for the construction of accessible housing modules. Modules 231, 232, and 272 were identified; i. Projected Completion Date: Complete	4/22/2015	Completed	4/22/2015		
C.4 (b)	The housing expansion for Class Members in TTCF will occur in the following phases: b. Phase 2 - A: Inmate Processing Pilot Project to evaluate impact of repurposing Modules 231/232 (which are currently used as medical overflow); i. Projected Completion Date: Complete	4/22/2015	Completed	4/22/2015		
C.4 (c)	The housing expansion for Class Members in TTCF will occur in the following phases: c. Phase 2- B: Closing of Module 231 and the construction of accessible housing including: the installation of 24 accessible toilets, the construction of 6 accessible showers, the installation of 6 new stainless steel frames in the upper tier showers; i. Projected Completion Date: Complete.	4/22/2015	Completed	4/22/2015		
C.4 (d)	The housing expansion for Class Members in TTCF will occur in the following phases: d. Phase 2- C: Reopening of Module 231 as medical overflow for IRC processing; i. Projected Completion Date: Complete.	4/22/2015	Completed	4/22/2015		
C.4 (e)	The housing expansion for Class Members in TTCF will occur in the following phases: e. Phase 3: Repurposing of Module 232 and construction of approximately 60 accessible beds and subsequent transfer of 60 inmates with mobility impairments to TTCF; i. Projected Completion Date: Complete.	4/22/2015	Completed	4/22/2015		

* KEY: SC = substantially compliant; PC = partially compliant; NC = non-compliant

OIG Johnson Compliance Tracker						
#	PROVISION (verbatim from <i>Johnson v. Baca</i> settlement agreement)	Department		Office Of Inspector General		Sustained Compliance Funding
		Self-Assessment Status	Date	Compliance Rating (NC, PC, SC)	Date	
C.4 (f)	<p>The housing expansion for Class Members in TTCF will occur in the following phases:</p> <p>f. Phase 4: Installation of grab bars and shower benches in approximately 30 cells in housing locations outside of Modules 231 and 232 to be determined by Defendants;</p> <p>1. Projected Completion Date: 120 days after the Effective Date.</p>	Completed	6/30/2016			
C.4 (g)	<p>The housing expansion for Class Members in TTCF will occur in the following phases:</p> <p>g. Phase 5: Construction of approximately 96 accessible beds in Module 272 of TTCF;</p>					
C.5	<p>ii. Projected Completion Date: Approximately 24 months after approval of funding, which will be sought by the Sheriff's Department but requires the approval by the Los Angeles County Board of Supervisors</p> <p>Construction plans for the facilities to be constructed in the TTCF will be shared with the Class Counsel, for review and input. Class Counsel will not, however, have the authority to veto any portion of the plans.</p>	Completed				
D.1	<p>Initial Decisions and Ongoing Evaluations: Initial decisions and ongoing evaluations regarding Class Member's need, if any, for the use of a mobility assistive device are and will continue to be made by LASD Medical Professionals.</p>	Completed				
D.2	<p>Secondary Review: In the event a Class Member disputes a decision made by LASD Medical Professionals regarding the need, if any, for a mobility assistive device, the Class Member may request and receive a secondary review of the determination regarding his or her need for a mobility assistive device and/or the type of device requested.</p> <p>a. The secondary review will be conducted by the Chief Physician or his/her designee; and</p> <p>b. The secondary review will include an independent evaluation.</p>	Completed				

* KEY: SC = substantially compliant; PC = partially compliant; NC = non-compliant

OIG Johnson Compliance Tracker

#	PROVISION (verbatim from <i>Johnson v. Baca</i> settlement agreement)	Agreement Implementation Deadline	Department		Office Of Inspector General	
			Self-Assessment Status	Date	Compliance Rating (NC, PC, SC)	Date
D.3	<p>Complaint Procedure: Defendants have an existing grievance system in the Jail and the grievance form has been modified to include an "ADA" box, which will facilitate forwarding all "ADA" complaints to Defendants' ADA coordinators (addressed in greater detail below). Within 90 days of the Effective Date, LASD shall create and distribute a leaflet ("Assistive Device Leaflet") to be available at the Jail to advise Class Members of their rights pertaining to determinations regarding their need, if any, for mobility assistive devices. Within 30 days of the Effective Date, Plaintiffs shall provide LASD with proposed language for this leaflet, which Defendants will have the opportunity to revise. a. At a minimum, the Assistive Device Leaflet shall include information regarding Class Member's right to:</p> <ul style="list-style-type: none"> i. Be assessed and re-evaluated (in accordance with established medical standards) for the need for a mobility assistive device; ii. Obtain a secondary review of determinations regarding mobility assistive device need; iii. File a grievance challenging a determination regarding the inmate's need, if any, for an assistive device; and iv. Keep an assistive device while a secondary review and/or grievance regarding a decision concerning an assistive device is under review. 	7/11/2015	Completed	2/2/2016		
D.4	As set forth in this Agreement in Section "M" below, Defendants have policies and guidelines for tracking complications common to inmates with mobility impairments and Defendants agree to continue to track such complications using existing policies and guidelines. Defendants do not currently have the ability to run searches and provide statistics about assistive device usage to Plaintiffs' counsel, but may have this ability in the future once the LASD's medical records system is fully upgraded - this process is already underway. Defendants agree to provide statistics from the upgraded system, to the extent feasible, when the upgrades are completed.					
D.5	Within 60 days of the Effective Date, Defendants agree to investigate the availability of, and seek the provision of, training for LASD medical professionals from Rancho Los Amigos regarding wheelchair seating to reduce complications commonly attributable to wheelchair use.	6/11/2015	Completed	12/8/2015		
D.6	Within 60 days of the Effective Date, Defendants' policies and guidelines for tracking complications common to individuals with mobility impairments will be made public in all Jail Settings.	6/11/2015				
E.1 (a)	Defendants agree that wheelchairs that are medically prescribed will be maintained in working order (including functional brakes and footrests unless otherwise prescribed by LASD Medical Professionals) and will be serviced on a regular basis to the extent feasible.					
E.1 (b)	Maintenance will include the use of the wheelchair repair shop at the Pitchess Detention Center.					
E.1 (c)	Defendants agree to track wheelchairs, their issuance and their conditions, using RFID transmitters on a pilot basis.					

OIG Johnson Compliance Tracker

#	PROVISION (verbatim from <i>Johnson v. Baca</i> settlement agreement)	Agreement Implementation Deadline	Department		Office Of Inspector General		Sustained Compliance Finding
			Self-Assessment Status	Date	Compliance Rating (NC, PC, SC)	Date	
E.1 (d)	Defendants further agree that wheelchairs with inmovable armrests may be provided to Class Members who require them if a custody safe option can be located at a comparable price to wheelchairs the LASD currently purchases. Defendants agree to explore the availability of such wheelchairs, and welcome any suggestions Plaintiffs may have.		Completed				
E.2	Personal wheelchairs are currently and will continue to be stored and returned to Class Members upon release from LASD custody.						
E.3	Plaintiffs dispute whether Defendants have an appropriate policy regarding the release of Class Members who need assistive devices but do not have personal assistive devices available to them upon release. Without resolving any disputes about past practices: (a) Defendants agree to codify in written policies and procedures existing practices governing the release of Class Members who need assistive devices but do not have personal assistive devices available to them upon release; and (b) Defendants will provide this policy to Plaintiffs within thirty (30) days of the Effective Date.	5/12/2015	Completed				
E.4	(a) Defendants will ensure that all prostheses are returned to Class Members within 24 hours if not determined to pose a security risk. The LASD will staff jail Settings with one 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 ADA coordinator(s) will be assigned to the Quality Assurance Unit of the Medical Services Bureau.						
F.1	(a) The duties of the ADA coordinator(s) will include: i. Interfacing with LASD custody and medical staff to ensure that Class Members receive reasonable accommodations as prescribed by LASD Medical Professionals. ii. Reviewing, investigating, and resolving inmate grievances on which the existing "ADA" box is checked, or which have been designated ADA grievances, which will be forwarded to the ADA coordinator(s) for disposition and which will be retained consistent with the LAS D's existing grievance policy; iii. Answering and logging phone calls made to the LAS D's ADA coordinator telephone number; iv. Training LASD personnel working in units that house inmates with mobility impairments; v. Responding to inmate grievances in a manner consistent with LASD's existing grievance policy; and vi. Responding to Class Counsel in writing to report the resolution of any inmate grievance that Class Counsel provided, orally or in writing, to the ADA coordinator. If resolution is not reached within 30 days of the report to the ADA coordinator, a status report on the grievance shall be provided to Plaintiffs' counsel in writing every thirty 30 days until resolution is reached. The communications required by this section are in addition to, not in lieu of, the responses and communications required by LASD's existing grievance policy and pursuant to section vii. above. The ADA coordinator(s) shall have authority to make recommendations regarding the provision of reasonable accommodations to Class Members including, when necessary, the authority to bring issues to the attention of LASD executives (including, without limitation, the Chief of the Custody Division) for resolution. Plaintiffs will assist in training the ADA coordinator(s). The ADA coordinator(s) will be assigned and trained within 60 days of the Effective Date.						
F.2	The LAS D's grievance form does and will continue to include an "ADA" box.		Completed				
F.3		6/11/2015	Completed				
G.1			Completed				

* KEY: SC = substantially compliant; PC = partially compliant; NC = non-compliant

OIG Johnson Compliance Tracker

#	PROVISION (verbatim from <i>Johnson v. Baca</i> settlement agreement)	Agreement Implementation Deadline	Department		Office Of Inspector General		Sustained Compliance Finding
			Self-Assessment Status	Date	Compliance Rating (NC, PC, SC)	Date	
G.2	All grievances involving mobility assistive devices and the physical accessibility of the Jail shall be designated "ADA" grievances even if the inmate who filed the grievance did not check the "ADA" box.						
G.3	The response time for ADA grievances will be no more than that allowed under the standard grievance policy.						
G.4	ADA grievances will not be designated as "basic" grievances.						
G.5	Defendants will keep copies of all ADA grievances, for purposes of monitoring in this matter.						
	Plaintiffs dispute whether Defendants have provided Class Members with reasonable accommodations when requested. Regardless, Defendants agree that Class Members shall receive reasonable accommodations when they request them and as prescribed by LASD medical professionals.						
II.1	(a) 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 attorney visits; shower benches; assistive device to travel outside of a housing module; and assignment to a cell with accessible features						
II.2	Information reflecting orders by LASD Medical Professionals for accommodations for Class Members shall be accessible to custody staff so that they may be implemented in housing areas.						
II.3	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.						
I.1	Within 60 days of the Effective Date, Defendants will provide Plaintiffs with a copy of the Inmate Roadmap to Custody, which is used to notify Class Members of rules and regulations in the Jail, including their rights under the ADA.	6/11/2015	Completed		6/2015		
J.1	Within 60 days of the Effective Date, Defendants will begin providing reasonable training to Jail personnel (including medical personnel) consistent with the terms of this Agreement.	6/11/2015					
K.1	Class Members who use wheelchairs or other mobility aids are and will continue to be transported in accessible vans and will be secured during transport.						