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6 **Monitors**

7 **UNITED STATES DISTRICT COURT**
8 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

9 PETER JOHNSON, DONALD
10 PETERSON and MICHAEL
CURFMAN, on behalf of themselves
11 and all others similarly situated,
12 Plaintiffs,

13 v.

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

CASE NO. CV 08-03515 DDP
**INSPECTOR GENERAL'S SIXTH
IMPLEMENTATION STATUS
REPORT**

1 Pursuant to section V, subsection M, of the Settlement Agreement
2 (“Agreement”), the Los Angeles County Office of Inspector General (“OIG”), the
3 Monitor appointed by this Court, submits the attached *Inspector General’s Sixth*
4 *Implementation Status Report* (“Report”) evaluating Defendants’ compliance with
5 the terms of the Agreement. This report was prepared by the OIG to provide
6 “reasonable and regular reports” to Plaintiffs and Defendants (collectively referred
7 to as the “Parties”) and the Court. This is the sixth report on the implementation
8 status of the Agreement. The OIG is available to answer any questions the Court
9 may have regarding this Report and Defendants’ compliance with the Agreement.

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Dated: May 27, 2022

Respectfully submitted,

By:



Max Huntsman
Inspector General

1 predictions about policies, procedures, practices, and systems that it intended to
2 implement to ensure compliance with the terms of the Agreement. For some
3 compliance measures, the Department’s information about existing or available
4 data and systems was limited or its predictions were incorrect. Where necessary to
5 serve the interests of Class Members and the Department, and to promote effective
6 implementation of the Agreement, the OIG is willing to consider alternative
7 evidence as proof of compliance. Precisely how the Department proves compliance
8 with each provision is less important than whether each provision is effectively and
9 durably implemented. Though the OIG is not rigid in its consideration of the types
10 of evidence that support compliance, all evidence submitted must be verifiable,
11 replicable, and sufficient to make a compliance determination. The Department’s
12 Custody Compliance and Sustainability Bureau (“CCSB”) is responsible for
13 preparing self-assessments and coordinating any additional documentation as
14 requested by the OIG. Correctional Health Services (“CHS”) is responsible for
15 providing medical and mental health services to all people in custody in the Los
16 Angeles County jail system, including Class Members, and for coordinating, as
17 necessary, with the Department in providing required accommodations.²

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20 ² In 2015, Correctional Health Services, an agency within the Los Angeles County Department of Health Services, took over the responsibility for providing medical and mental health care in the jails from the Los Angeles County Sheriff’s Department’s Medical Services Bureau.

1 The OIG makes a compliance finding for each provision based on the degree
2 to which each provision has been effectively and durably implemented. A non-
3 compliance finding means Defendants made no notable progress in achieving
4 compliance with any of the key components of a particular provision. A partial
5 compliance finding means Defendants have made notable progress in achieving
6 compliance with the key components of a particular provision. A substantial
7 compliance finding means Defendants have successfully met all, or nearly all, of
8 the compliance thresholds for a particular provision. A sustained compliance
9 finding means Defendants maintained substantial compliance for a period of at
10 least twelve months following the OIG’s initial substantial compliance finding.
11 Once a provision has achieved sustained compliance, the OIG will stop monitoring
12 that provision for purposes of the Agreement.

13 On June 30, 2016, the Department implemented Custody Division Manual
14 (“CDM”) section 5-12/005.10, “Handling of Inmates with Mobility and/or Sensory
15 Impairment.” Unless otherwise noted, references to “*Johnson policy*” pertain to
16 this CDM section. Relevant housing locations for Class Members include Men’s
17 Central Jail (“MCJ”), Twin Towers Correctional Facility (“TTCF”), and Century
18 Regional Detention Facility (“CRDF”).

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1 On May 14, 2019, pursuant to stipulation of the Parties, the Court severed 27
2 provisions³ from the Agreement that had either achieved sustained compliance or
3 were documented as “completed” during settlement negotiations and are no longer
4 subject to monitoring by the OIG pursuant to the Agreement.⁴ Docket No. 237. On
5 March 31, 2020, the OIG issued the *Inspector General’s Fifth Implementation*
6 *Status Report* (“*Fifth Implementation Status Report*”) and determined that
7 Defendants achieved sustained compliance with eight additional provisions.
8 Docket No. 245. Based thereon, the Parties stipulated to, and the Court approved,
9 an extension of the settlement term to April 22, 2021, and the severance of the
10 eight provisions found in sustained compliance.⁵ Docket No. 248. Thus, a total of
11 35 severed provisions are no longer addressed in implementation status reports,
12 and the OIG will only issue findings on the remaining 14 provisions.

13 On March 11, 2020, the World Health Organization declared the novel
14 coronavirus (“COVID-19”) outbreak a global pandemic.⁶ The COVID-19
15 pandemic impacted several aspects of the Los Angeles County jail system’s
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17 ³ The 27 provisions severed in 2019 included, A.1, A.2, A.3, A.5(b), A.5(c), A.6, B.1(b), B.1(c), C.4(a), C.4(b),
C.4(c), C.4(d), C.4(e), C.5, D.5, D.6, E.1(a), E.1(b), E.1(c), E.2, E.3, F.2, G.1, G.4, G.5, H.2, and I.1. *See* Appendix.

18 ⁴ In addition, the Court extended the term of the Agreement by one year to April 22, 2020, ordered that the Parties
meet and confer to discuss the issues that have hindered efforts to achieve sustained compliance with the provisions
19 that remain in partial compliance, and the efforts being made to address those issues. The Parties met on June 25,
2019, and the OIG filed an update with the Court on July 11, 2019. *See* Docket No. 238.

⁵ The 8 provisions severed in 2020 included, A.5(a), B.3, D.3, E.1(d), E.4, F.3, H.3, J.1. *See* Appendix.

20 ⁶ *See* World Health Organization, *WHO Director-General’s opening remarks at the media briefing on COVID-19 - 11 March 2020*, at: <https://www.who.int/director-general/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020> (accessed on February 20, 2022).

1 operations, including limiting outside access to the jail facilities and mandatory
2 quarantining of housing locations where people in custody experienced symptoms
3 or tested positive for the disease, which hindered Defendants' efforts to implement
4 the remaining provisions and the OIG's ability to interact face-to-face with Class
5 Members and custody personnel to verify compliance. Moreover, several
6 outstanding provisions require consultation with subject matter experts who paused
7 site inspections until after COVID-19 vaccines became available. As a result, the
8 Parties stipulated to extending the settlement term by one year to April 22, 2022, to
9 provide Defendants with additional time to implement outstanding provisions.
10 Docket No. 249. On April 29, 2021, pursuant to stipulation of the Parties, the Court
11 approved an order extending the settlement term to April 22, 2022. Docket No.
12 250. After a temporary delay due to the COVID-19 pandemic, Defendants have
13 fully reengaged in efforts to implement outstanding provisions, and the OIG has
14 completed monitoring to verify compliance for this reporting period.

15 There are several provisions that the OIG has determined require
16 consultation with subject matter experts who specialize in the Americans with
17 Disabilities Act of 1990 ("ADA") before compliance findings can be made. 42
18 U.S.C. § 12101 *et seq.* Provisions C.4(f) (Additional Grab Bars and Shower
19 Benches) and C.4(g) (Construction of Accessible Beds) require consultation with a
20 physical-plant expert. Defendants had retained a physical-plant expert who was

1 working with the OIG to evaluate Defendants' compliance; however, due to
2 unforeseen circumstances, the retained expert is unable to complete the required
3 evaluations. The Parties are in the process of searching for another candidate.

4 Provisions D.1 (Initial Decisions and Ongoing Evaluations), D.2 (Secondary
5 Reviews), and D.4 (Tracking Complications) require consultation with a medical
6 expert. Defendants retained a medical expert who completed the required reviews
7 for this reporting period. The medical expert will need to conduct reviews during
8 the next reporting period to ensure that Defendants have maintained substantial
9 compliance with each of these provisions for a period of at least twelve months.

10 The OIG conducted 17 *Johnson* site visits during this reporting period,
11 which included interviews with individual Class Members and LASD and CHS
12 personnel and compliance spot checks. Despite the ongoing challenges presented
13 by the COVID-19 pandemic, Defendants have made further progress on
14 implementing outstanding provisions of the Agreement. As of March 31, 2022,
15 Defendants have achieved substantial compliance with 5, and sustained
16 compliance with 3, of the 14 provisions. Defendants remain in partial compliance
17 with 6 provisions.⁷

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⁷ The compliance ratings for all 49 provisions as of March 31, 2022, is set forth in the Appendix.

1 In previous implementation status reports, the OIG has noted the need for
2 improved collaboration and coordination between the Department and CHS in
3 order to achieve compliance with several provisions. While there has been some
4 improvement, several provisions that remain in partial compliance, including
5 provisions G.2 and G.3, require purposeful, consistent coordination between the
6 Department and CHS. During this reporting period, there were two instances in
7 which the OIG was not notified of changes to policies or practices that directly
8 impacted Class Members and, in turn, Defendants’ compliance with the terms of
9 the Agreement. The Department and CHS should notify the OIG, in writing, of any
10 and all changes to policies or practices prior to implementation.

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12 **IMPLEMENTATION STATUS OF AGREEMENT PROVISIONS**

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14 **SECTION A – Programming**

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

16 Under paragraph 7 of section A of the Agreement, “[n]otification of
17 available programs will also be provided during ‘town hall’ meetings at the Jail
18 where appropriate.” The corresponding compliance measures for this provision
19 require the Department to promulgate policy and to provide minutes from town
20 hall meetings for two, one-month periods selected by the OIG. As previously

1 reported, the Department promulgated policy consistent with this provision. CDM
2 section 5-14/005.00, “Town Hall Meetings,” provides that “every facility is
3 required to conduct a town hall meeting for each housing area at least once per
4 month.” The *Johnson* policy requires that information regarding all available
5 programming be provided during town hall meetings. The OIG selected the periods
6 of January 2021 and May 2021, for review during this reporting period.

7 On December 9, 2021, the Department provided the OIG with a self-
8 assessment indicating that it remained in partial compliance with this provision.
9 The self-assessment contained a total of 18 town hall meeting minutes from
10 relevant housing locations at TTCF and CRDF. No town hall meeting minutes
11 were submitted for MCJ. The meeting minutes include the names and booking
12 numbers of Class Member attendees and/or participants, whether Class Members
13 were notified of available programming, and in some but not all meeting minutes,
14 the number of Class Members that were offered the opportunity to attend. All
15 submitted meeting minutes indicate that Class Members were notified of available
16 programming.

17 Class Members at TTCF are housed in modules 232 and 272. As such,
18 TTCF was required to submit minutes indicating that town hall meetings were
19 conducted in both modules for the months of January and May 2021.
20 Documentation provided indicates that all but one of the required town hall

1 meetings were conducted.

2 While the Department provided several meeting minutes from CRDF,
3 supporting documentation reflects that a limited number of Class Members were
4 reached during the selected periods. In total, four Class Members were documented
5 as attending town hall meetings in the months of January and May 2021. As
6 recommended in the *Fifth Implementation Status Report*, CRDF's town hall
7 meetings could be improved by conducting ADA-specific town hall meetings for
8 Class Members who are housed throughout the facility. ADA-specific town hall
9 meetings proved an effective way to reach the majority of Class Members during
10 the reporting period for the *Inspector General's Second Implementation Status*
11 *Report* ("Second Implementation Status Report"). CRDF should also document the
12 number of Class Members that were offered the opportunity to attend.

13 No town hall meeting minutes were submitted from MCJ for the selected
14 periods. The Department reports that the two lieutenants responsible for
15 conducting town hall meetings were re-assigned to work on COVID-19-related
16 programs, resulting in a lapse in the provision of town hall meetings. The
17 Department reports that the lieutenants have since been replaced and additional
18 sergeants and senior deputies have been tasked with ensuring town hall meetings
19 are conducted in the lieutenants' absence. Defendants remain in partial compliance
20 with this provision.

1 **SECTION B – Physical Therapy and Outdoor Recreation**

2 **Provision B.1(a) – Access to Physical Therapy – Sustained Compliance on**
3 **November 20, 2021. No Further Monitoring.**

4 Under subsection (a) of paragraph 1 of section B of the Agreement,
5 “Defendants agree that Class Members will have access to physical therapy as
6 prescribed by LASD medical professionals.” The corresponding compliance
7 measures require the Department to promulgate policy consistent with this
8 provision and to provide evidence that Class Members who were prescribed
9 physical therapy within two, one-week periods selected by the OIG received
10 physical therapy as prescribed. Substantial compliance will be achieved when 90
11 percent of sampled Class Members receive physical therapy as prescribed. The
12 OIG selected the two, one-week periods of July 12, 2021, to July 19, 2021, and
13 September 13, 2021, to September 20, 2021, for review during this reporting
14 period.

15 As previously reported, CHS has promulgated policy consistent with this
16 provision. CHS Policy M230.06, “Physical Therapy,” provides that routine
17 physical therapy consultations are to be provided within 90 calendar days of
18 referral. For patients in need of more immediate attention, providers may submit
19 urgent referrals for physical therapy consultations, which are to be provided within
20 30 calendar days.

1 On December 9, 2021, the Department provided the OIG with a self-
2 assessment indicating that it had maintained substantial compliance with this
3 provision. Documentation provided reflects that nine Class Members were
4 prescribed physical therapy within the two, one-week periods selected by the OIG.
5 Of the nine Class Members, one reportedly refused physical therapy twice and was
6 released from custody shortly thereafter. As a result, the Class Member was
7 excluded from the sample. All eight of the remaining Class Members received
8 physical therapy as prescribed. Defendants have achieved sustained compliance
9 with this provision, and the OIG will no longer monitor compliance with this
10 provision for purposes of the Agreement.

11 **Provision B.2 – Outdoor Recreation Time – Sustained Compliance on**
12 **November 20, 2021. No Further Monitoring.**

13 Under paragraph 2 of section B of the Agreement,
14 “[t]he LASD will continue to count outdoor recreation time for Class
15 Members from when the inmates arrive at the recreation area, not when
16 they leave their housing location. LASD shall develop and distribute a
17 unit order to ensure that all LASD personnel are aware of this policy.”

18 As required by the corresponding compliance measures, the Department
19 promulgated policy consistent with this provision and provided the OIG with a
20 copy of the Assistive Device Leaflet (“ADL”) that includes consistent language.

1 During this reporting period, OIG personnel conducted site visits at relevant
2 housing locations to determine whether the Department continued to adhere to the
3 requirements of this provision. All custody personnel who were interviewed were
4 aware of the policy and communicated an accurate understanding of the
5 requirements for tracking outdoor recreation time for Class Members.

6 On December 9, 2021, the Department provided the OIG with a self-
7 assessment indicating that it had maintained substantial compliance with this
8 provision. OIG personnel determined that Class Members at CRDF continued to
9 have direct access to outdoor recreation areas at various times throughout the day.
10 For MCJ and TTCF, supporting documentation and spot checks of CCTV reflect
11 that outdoor recreation started when the last Class Members arrived at the
12 recreation area. The Department has continued to accurately document the times
13 that Class Members receive outdoor recreation in the e-UDAL system. Defendants
14 have achieved sustained compliance with this provision, and the OIG will no
15 longer monitor compliance with this provision for purposes of the Agreement.

16 **Provision B.4 – Thermal Clothing – Substantial Compliance as of December 9,**
17 **2021.**

18 Under paragraph 4 of section B of the Agreement,
19 “Class Members who have been prescribed thermal clothing as a
20 reasonable accommodation for their disability so that they may

1 participate in outdoor recreation will be provided warm coats and/or
2 thermal clothing. LASD shall inform Class Members that they may
3 request thermal clothing as a reasonable accommodation and shall
4 develop and distribute a unit order to ensure that all LASD personnel
5 are aware of this policy.”⁸

6 As previously reported, the Department indicated that it would provide all
7 Class Members with thermals, including tops and bottoms, without requiring a
8 prescription. The corresponding compliance measures include the requirement that
9 CCSB and the OIG, through regular site visits and interviews with Class Members
10 and custody personnel, confirm that relevant housing locations maintain an
11 adequate supply of thermal clothing and that all Class Members are provided with
12 thermal tops and bottoms.

13 On December 9, 2021, the Department provided the OIG with a self-
14 assessment indicating that it had achieved substantial compliance with this
15 provision. The self-assessment contains e-UDAL records and CCTV of thermal
16 clothing distributions and/or exchanges from April 1, 2021, to September 30, 2021,

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20 ⁸ As reported in the *Inspector General’s Second Implementation Status Report*, the OIG has determined that “thermal clothing” includes both tops and bottoms, particularly since mobility impairment usually affects individuals below the torso.

1 for all relevant housing locations. The Department also provided a summary of its
2 review process and findings for each relevant housing location.

3 The Department has made a marked improvement in the distribution of
4 thermal clothing at MCJ, TTCF, and CRDF. The vast majority of Class Members
5 reported having received thermal tops and bottoms, which were regularly
6 exchanged for laundering. CCTV of thermal clothing exchanges from relevant
7 housing locations confirms that thermal tops and bottoms are being distributed
8 and/or exchanged regularly. The limited number of Class Members that reported
9 not having received a thermal top and/or bottom had either recently arrived in
10 custody or required special sizing. The Department provided those Class Members
11 with the required thermal tops and/or bottoms soon after being notified. Although
12 custody personnel communicated an understanding that Class Members are entitled
13 to thermal tops and bottoms, the Department should ensure that separate supplies
14 of thermal clothing are available for distribution, specifically to Class Members
15 upon arrival to their housing locations at all times, not only on laundry exchange
16 days. The Department should also ensure that all custody personnel are aware of
17 where thermal clothing is stored in the jail facilities and the requirement to provide
18 Class Members with thermal tops and bottoms upon arrival to their respective
19 housing locations. Defendants have achieved substantial compliance with this
20 provision.

1 **SECTION C – Physical Accessibility**

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

3 **Compliance**

4 Under subsection (f) of paragraph 4 of section C of the Agreement,
5 “Defendants are required to install grab bars and shower benches in approximately
6 thirty (30) cells outside of TTCF modules 231 and 232.”⁹ The corresponding
7 compliance measure for this provision requires the Department to regularly update
8 the OIG on the construction status. As previously reported, The Department
9 installed 30 grab bars and 30 shower benches throughout CRDF and MCJ, and in
10 TTCF module 272. In order to achieve substantial compliance with this provision,
11 a physical-plant expert must evaluate and determine that all installations meet
12 ADA requirements.

13 As reported in the *Fifth Implementation Status Report*, on September 5,
14 2019, Defendants retained an ADA physical-plant expert to evaluate all
15 installations and physical plant modifications required under provision C.4(f) at
16 MCJ, TTCF, and CRDF. On November 4, 2019, the physical-plant expert
17 conducted an on-site evaluation of the 14 shower areas utilized by Class Members

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20 ⁹ The Parties have agreed that “outside of TTCF modules 231 and 232” refers to any relevant housing location except for modules 231 and 232 at TTCF.

1 at CRDF and reported that all 14 shower areas require some additional
2 modifications to meet ADA requirements, including all 14 shower benches and 12
3 of 14 sets of grab bars. The physical-plant expert’s on-site evaluations of MCJ and
4 TTCF were expected to take place during this reporting period.¹⁰ However, due to
5 unforeseen circumstances, the retained physical-plant expert is unable to complete
6 the remaining evaluations. The Parties are in the process of searching for other
7 candidates. Defendants remain in partial compliance with this provision.

8 **Provision C.4(g) – Construction of Accessible Beds – Partial Compliance**

9 Under subsection (g) of paragraph 4 of section C of the Agreement,
10 “Defendants are required to construct approximately ninety-six (96) accessible
11 beds at TTCF module 272.” The compliance measure for this provision requires
12 the Department to regularly update the OIG on the construction status. As
13 previously reported, the Department completed construction of the 96 beds at
14 TTCF module 272 on May 30, 2017, and began populating the housing unit with
15 Class Members on June 8, 2017. The Department continues to house Class
16 Members in TTCF module 272.

17 As previously reported, the Department provided documentation that all 96
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20 ¹⁰ The on-site evaluations for MCJ and TTCF were originally scheduled for April 2020, but the Parties were forced to re-schedule due to the COVID-19 pandemic and the resulting “Safer at Home” orders from both the State and local governments.

1 beds in the housing module meet ADA requirements. However, the accompanying
2 toilet and shower modifications have not yet been ADA certified. In order to
3 achieve substantial compliance with this provision, a physical-plant expert must
4 conduct an evaluation and determine that all toilet and shower modifications
5 comply with ADA requirements. As discussed under Provision C.4(f) above, the
6 Parties are in the process of searching for other candidates to serve as the physical-
7 plant expert to conduct the required evaluation at TTCF. Defendants remain in
8 partial compliance with this provision.

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10 **SECTION D – Use of Mobility Devices**

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

12 **Medical Professionals – Substantial Compliance as of May 25, 2022.**

13 Under paragraph 1 of section D of the Agreement, “[i]nitial decisions and
14 ongoing evaluations regarding Class Members’ need, if any, for the use of a
15 mobility assistive device are and will continue to be made by LASD medical
16 professionals.” The Department and CHS promulgated policy consistent with this
17 provision, and initial decisions and ongoing evaluations continue to be conducted
18 by CHS medical professionals. The Agreement also provides that initial decisions
19 and ongoing evaluations should be conducted “in accordance with established
20 medical standards,” which, as previously reported, must be determined by a

1 medical expert. On November 17, 2020, Defendants retained Thomas L. Hedge Jr.,
2 M.D., to serve as the medical subject matter expert and assist the OIG and the
3 Parties in evaluating compliance with three provisions of the Agreement: D.1
4 (Initial Decisions and Ongoing Evaluations), D.2 (Secondary Reviews), and D.4
5 (Tracking Complications).

6 On May 14, 2021, and August 26, 2021, the medical expert met with
7 personnel from LASD, CHS, and the OIG, and counsel for Defendants to review
8 electronic medical records, health service requests and grievances, selected
9 booking and legal records, photographs, and/or CCTV regarding a total of 40 Class
10 Members. The population consisted of all 38 Class Members who requested
11 secondary reviews during the period of September 2020 through February 2021
12 and 2 additional Class Members that were selected for review by the OIG.

13 The medical expert determined that the provision of mobility assistive
14 devices was reasonable, necessary, and appropriate in all cases reviewed and that
15 initial decisions and ongoing evaluations met established medical standards. The
16 expert noted that CCTV used as part of the basis for removing mobility assistive
17 devices in two cases was insufficient; however, this did not impact the expert's
18 ultimate determination. Defendants should ensure that any CCTV utilized in
19 determinations pursuant to the Agreement do not supplant thorough Class Member
20 assessments and records review.

1 The medical expert provided three recommendations for consideration to
2 improve quality of care and patient outcomes pursuant to provisions D.1 and D.2.
3 First, the expert recommended that single-point canes be made available as a
4 reasonable accommodation for eligible Class Members. The expert indicated that
5 four Class Members may have benefited from the use of a single-point cane to
6 assist with mobility since other available options did not meet their needs. Second,
7 the expert recommended that, in the event a diagnosis error is identified, CHS
8 management should utilize a review of the case during educational and training
9 opportunities for medical staff to ensure that the same error is not repeated. Third,
10 the expert recommended that CHS medical professionals take additional steps
11 when necessary to ensure that evaluations are more thorough. While the expert
12 determined that established standards were met, the expert noted that in two cases
13 the medical professionals should have ordered x-rays prior to removing the
14 mobility assistive devices and that in one case the medical professional who
15 conducted the secondary review should have conducted an independent physical
16 examination in addition to reviewing medical records and CCTV. The OIG will
17 work with the Department and CHS to explore implementing these
18 recommendations.

19 Pursuant to the medical expert's review and determination, Defendants have
20 achieved substantial compliance with this provision. In order to achieve sustained

1 compliance, the medical expert must review additional records regarding relevant
2 Class Members during the next reporting period and determine that initial
3 decisions and ongoing evaluations continue to meet established medical standards.
4 **Provision D.2 – Secondary Reviews – Substantial Compliance as of May 25,**
5 **2022.**

6 Under paragraph 2 of section D of the Agreement,
7 “[i]n an event a Class Member disputes a decision made by LASD
8 Medical Professionals regarding the need, if any, for a mobility
9 assistive device, the Class Member may receive a secondary review of
10 the determination regarding his or her need for a mobility assistive
11 device and/or the type of device requested. (a) The secondary review
12 will be conducted by the Chief Physician or his/her designee; and (b)
13 The secondary review will include an independent evaluation.”

14 As previously reported, the Department and CHS created a tab in the medical
15 records system to track the progress and completion of secondary review requests.

16 As discussed under Provision D.1 above, initial decisions and ongoing
17 evaluations, including secondary reviews, must meet established medical
18 standards. The medical expert reviewed all 38 Class Members who requested
19 secondary reviews during the period of September 2020 through February 2021
20 and determined that the secondary reviews met established medical standards. All

1 of the secondary reviews were independent evaluations conducted by different
2 medical professionals than those who made the initial decision regarding the need
3 for a mobility assistive device and/or the type of device requested.

4 Pursuant to the medical expert’s review and determination, Defendants have
5 achieved substantial compliance with this provision. In order to achieve sustained
6 compliance, the medical expert must review additional records regarding relevant
7 Class Members during the next reporting period and determine that secondary
8 reviews continued to meet established medical standards.

9 **Provision D.4 – Tracking Complications – Substantial Compliance as of May**
10 **25, 2022.**

11 Under paragraph 4 of section D of the Agreement,
12 “Defendants have policies and guidelines for tracking complications
13 common to inmates with mobility impairments and Defendants agree
14 to continue to track such complications using existing policies and
15 guidelines. Defendants do not currently have the ability to run searches
16 and provide statistics about assistive device usage to Plaintiffs’ counsel,
17 but may have this ability in the future once the LASD’s medical records
18 system is fully upgraded – this process is underway. Defendants agree
19 to provide statistics from the upgraded system, to the extent feasible,
20 when the upgrades are completed.”

1 As discussed in the *Second Implementation Status Report*, the OIG approved an
2 alternative implementation plan for CHS to conduct thorough qualitative reviews
3 of information, including medical records and grievances, on a semi-annual basis
4 to identify complications common to mobility-impaired Class Members,
5 specifically the paraplegic population. CHS and the OIG agreed that these reviews,
6 if completed regularly and appropriate corrective action is taken, are an effective
7 means of identifying and tracking complications. On April 25, 2019, CHS
8 provided the OIG with an updated duty statement for the Compliance Nurse
9 Coordinator, which requires that on a semi-annual basis, the Compliance Nurse
10 Coordinator conduct a review of complications experienced by the paraplegic
11 population. The duty statement provides a detailed description of the procedure for
12 conducting the review and requires an analysis of several data sources, including
13 Class Member grievances and medical records.

14 As previously reported, a medical expert must assess the quality and
15 accuracy of the retrospective reviews and determine whether concerns were
16 addressed adequately for Defendants to achieve substantial compliance. On May
17 13, 2021, the medical expert met with personnel from CHS and the OIG and
18 counsel for Defendants to review electronic medical records, custody grievances,
19 and health service requests regarding a total of 37 Class Members included in
20 retrospective reviews for the fourth quarter of 2019, the second quarter of 2020,

1 and the third quarter of 2020. The medical expert determined that the 37 Class
2 Members included in the retrospective reviews demonstrated only the usual
3 medical complications found in those with paraplegia, and no issues were
4 identified in the tracking and treatment of such complications. No concerns were
5 raised by the expert regarding the quality and accuracy of the retrospective
6 reviews.

7 Defendants have achieved substantial compliance with this provision. In
8 order to achieve sustained compliance, the medical expert must conduct a review
9 of available retrospective reviews during the next reporting period to ensure the
10 ongoing quality and accuracy of the reviews.

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12 **SECTION F – ADA Coordinators**

13 **Provision F.1 – ADA Duties – Substantial Compliance as of December 9, 2021.**

14 Under paragraph 1 of section F of the Agreement, “the Department is
15 required to designate one or more ADA coordinator(s) in each Jail Setting and
16 dedicate sufficient resources to ensure that necessary duties are carried out in an
17 appropriate fashion.” The provision enumerates duties specific to ADA
18 coordinators, including: ensuring that Class Members receive reasonable
19 accommodations as prescribed by medical professionals; reviewing, investigating,
20 and resolving ADA grievances in accordance with the Department’s grievance

1 policy; answering and logging phone calls made to the ADA coordinator telephone
2 number; training Department personnel working in units that house Class
3 Members; and reporting back to Class Counsel, in writing, on the resolution of
4 ADA grievances submitted by Class Counsel.

5 On December 9, 2021, the Department provided the OIG with a self-
6 assessment indicating that it fell from substantial compliance to partial compliance.
7 The self-assessment contains a list of all ADA coordinators, a log of phone calls
8 made to the ADA coordinator telephone number, and a log of third-party
9 complaints related to mobility impairments received by the ADA team e-mail
10 group. As of November 4, 2021, the Department reports having a total of five
11 ADA coordinators, and one division ADA coordinator. Of the five ADA
12 coordinators, two are assigned to TTCF, one is assigned to MCJ, one is assigned to
13 CRDF, and one is assigned to Pitchess Detention Center.¹¹ Documentation
14 provided reflects that the Department continues to log phone call information made
15 to the ADA coordinator telephone number such as the name and telephone number
16 of the caller, a description of the inquiry, the person in custody's information, and
17 the action taken by the ADA coordinators.

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20 ¹¹ Pitchess Detention Center is comprised of four jails: North Facility, South Facility, East Facility, and North County Correctional Facility.

1 ADA coordinators continue to actively engage in “reviewing, investigating,
2 and resolving” ADA-related grievances received directly from Class Members in
3 facilities that are processed by custody personnel. The division ADA coordinator
4 reportedly reviews the Custody Automated Reporting and Tracking System
5 (“CARTS”) database daily to identify and log all ADA-related grievances from
6 relevant housing locations. The division ADA coordinator assigns the grievances
7 to the respective facility’s ADA coordinator(s) for handling and tracks the progress
8 of each grievance to ensure that they are properly investigated and resolved.

9 In order to achieve substantial compliance with this provision, the
10 Department was required to resolve 90 percent of all third-party complaints within
11 a 15-day time frame in accordance with the grievance policy. The log of third-
12 party complaints reflects that the ADA e-mail group received six complaints
13 during the reporting period. Of the 6 complaints, 5 – or 83 percent – were
14 reportedly resolved in a timely manner. The one complaint that was not resolved in
15 a timely manner was resolved on the sixteenth day, one day past the 15-day time
16 frame.

17 As discussed above, the compliance measures serve as a guideline for
18 implementing the terms of the Agreement, and the OIG makes compliance findings
19 based on the degree to which each provision has been effectively and durably
20 implemented. While the Department concluded that it fell from substantial

1 compliance to partial compliance, there are multiple distinct components to this
2 provision. The OIG has determined that the Department has effectively and
3 durably implemented nearly all of the components of this provision. Reducing
4 Defendants' compliance rating to partial compliance as a result of a one-day delay
5 in addressing one complaint would not accurately reflect the overall progress
6 achieved by Defendants. As such, the OIG has determined that holding Defendants
7 at substantial compliance for this reporting period is the most equitable approach
8 that best reflects Defendants' implementation status for this provision. In order to
9 achieve sustained compliance, Defendants will be required to meet the requisites of
10 the compliance measures during the next reporting period. Defendants remain in
11 substantial compliance.

12

13 **SECTION G – Grievance Form**

14 **Provision G.2 – “ADA” Designation of ADA Grievances – Partial Compliance**

15 Under paragraph 2 of section G of the Agreement, “[a]ll grievances
16 involving mobility assistive devices and the physical accessibility of the Jail shall
17 be designated ‘ADA’ grievances even if the inmate who filed the grievance did not
18 check the ‘ADA’ box.” The corresponding compliance measures require the
19 Department and CHS to promulgate policy consistent with this provision, to
20 provide a list of ADA-related grievances for a one-month period selected by the

1 OIG, and to show that those grievances were properly designated ADA grievances.
2 As previously reported, the Department created several policies related to this
3 provision, including the *Johnson* policy and CDM section 8-03/030.00, “ADA-
4 Related Requests and Grievances.” The OIG selected the one-month period of
5 August 2021 for review during this reporting period. In order to achieve substantial
6 compliance, 90 percent of the grievances identified must be appropriately
7 designated as ADA.

8 On December 9, 2021, the Department provided the OIG with a self-
9 assessment indicating that it remained in partial compliance with this provision.
10 During the selected one-month period, 65 percent of ADA-related grievances were
11 designated as “Medical Services (including ADA)” and no grievances were
12 designated “ADA.” The remaining 35 percent of the identified ADA-related
13 grievances were improperly designated as “Property,” “Mail,” “Classification,” or
14 “Service Related – Procedural.” The Department should provide grievance team
15 staff with additional training on designating ADA-related grievances as “ADA,” in
16 accordance with LASD policy CDM section 8-03/030.00, “ADA-Related Requests
17 and Grievances.”

18 As previously reported, the Department and CHS utilize a multi-category
19 designation system for grievances within the CARTS database for handling
20 grievances where Department personnel resolve ADA-related custody grievances

1 and CHS personnel resolve ADA-related medical grievances. While these
2 designations may create confusion and result in untimely and/or insufficient
3 responses to Class Members, the designation system allows for the Department and
4 CHS to distinguish ADA-related grievances from “basic” grievances in accordance
5 with provision G.4, which has since been found in sustained compliance and
6 severed from the Agreement.¹² The Department continues to utilize the “ADA”
7 designation in CARTS for ADA-related custody grievances. Prior to this reporting
8 period, CHS utilized the “ADA (Medical)” designation in CARTS for ADA-
9 related medical grievances. Unbeknownst to the OIG, CHS discontinued the use of
10 the “ADA (Medical)” designation on November 4, 2020, and now only uses a
11 designation titled “Medical Services (including ADA)” for all medical grievances,
12 including ADA-related medical grievances. Designating ADA-related medical
13 grievances as “Medical Services (including ADA)” along with all other medical
14 grievances circumvents the terms of this provision and also violates the terms of
15 provision G.4. In order to achieve substantial compliance with this provision, CHS
16 must designate ADA-related medical grievances as “ADA,” regardless of whether
17 the person in custody checked the “ADA” box, and properly distinguish such
18 grievances from all other medical grievances consistent with settlement terms.

19 _____
20 ¹² Provision G.4 states, “ADA grievances will not be designated as ‘basic’ grievances.” This provision was found in sustained compliance on January 15, 2019, and was severed from the Agreement on May 9, 2019.

1 Defendants remain in partial compliance with this provision.

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

3 Under paragraph 3 of section G of the Agreement, “[t]he response time for
4 ADA grievances will be no more than that allowed under the standard grievance
5 policy.” The corresponding compliance measures require that the Department
6 promulgate policy consistent with this provision and provide a list of ADA-related
7 grievances for a one-month period selected by the OIG. In order to achieve
8 substantial compliance, 90 percent of the grievances must be responded to within
9 15 days. The OIG selected the period of May 2021 for review during this reporting
10 period.

11 As previously reported, the Department created policies consistent with this
12 provision, including CDM section 8-03/005.00, “Inmate Grievances,” CDM
13 section 8-03/030.00, “ADA-related Requests and Grievances,” and CDM section
14 8-04/040.00, “Time Frames.” These policies require a response time of 15 days for
15 all non-emergency ADA grievances and 5 days for emergency grievances. CHS
16 policy M12.04, “Grievances – Health Care and Against Staff,” requires that all
17 medical grievances be analyzed within 24 hours to determine whether there is an
18 urgent or emergent medical condition that requires immediate attention. If not, the
19 response timeframe for medical grievances is 15 days, as with Department policy.

20 On December 9, 2021, the Department provided the OIG with a self-

1 assessment indicating that it remained in partial compliance with this provision.
2 During the selected period, 81 percent of the sampled grievances were responded
3 to within 15 days.

4 CHS personnel have stated that a grievance is considered to have been
5 responded to within the appropriate 15-day timeframe when a supervising nurse
6 reviews the grievance and makes a referral for a provider evaluation. However, in
7 some cases included in the self-assessment, the Class Member did not see a
8 medical provider for their stated request for more than 60 days after the grievance
9 was filed. The OIG reported on this issue in the *Inspector General's Third*
10 *Implementation Status Report*, the *Inspector General's Fourth Implementation*
11 *Status Report*, and the *Fifth Implementation Status Report*, yet an adequate remedy
12 or an alternative implementation plan has not been proposed. Defendants remain in
13 partial compliance with this provision.

14

15 **SECTION H – Accommodations**

16 **Provision H.1 – Reasonable Accommodations – Partial Compliance**

17 Under paragraph 1 of section H of the Agreement,

18 “Defendants agree that Class Members shall receive reasonable
19 accommodations when they request them and as prescribed by LASD
20 medical professionals. Accommodations may include but are not

1 limited to: assignment to lower bunks; changes of clothing; extra
2 blankets; allowance of extra time to respond to visitor calls and attorney
3 visits; shower benches; assistive device to travel outside of a housing
4 module; and assignment to a cell with accessible features.”

5 As previously reported, the *Johnson* policy includes language consistent with
6 this provision. During this reporting period, OIG personnel conducted site visits at
7 relevant housing locations and verified that custody personnel are familiar with the
8 *Johnson* policy’s requirement that Class Members receive reasonable
9 accommodations. However, Defendants continued to have issues related to Class-
10 Member accommodations. For example, on February 3, 2021, CHS leadership
11 issued a directive stating that CHS would no longer prescribe egg crate mattresses
12 to Class Members who are not paraplegic, which was not brought to the OIG’s
13 attention until May 19, 2021. OIG personnel met with CHS and LASD leadership
14 to discuss the directive and determine whether egg crate mattresses would be
15 offered as a reasonable accommodation to Class Members without the need for a
16 prescription. LASD leadership agreed to issuing egg crate mattresses to all Class
17 Members, regardless of whether they had a prescription. On September 10, 2021,
18 the Department issued an Informational Bulletin titled “Egg-Crate Mattresses for
19 Mobility-Impaired Inmates,” which provided guidance on issuing and maintaining
20 egg crate mattresses for all Class Members. The OIG will continue to monitor the

1 distribution of egg crate mattresses for the purpose of this provision.

2 On September 5, 2019, the physical-plant expert evaluated a typical cell at
3 CRDF where a Class Member may be housed and determined that the cell required
4 various modifications to meet ADA requirements. The Department reports that it
5 has not made any of the recommended upgrades or enhancements at CRDF to
6 include accessible features. Defendants remain in partial compliance with this
7 provision.

8

9 **SECTION K – Transportation**

10 **Provision K.1 – Transportation in Accessible Vans – Sustained Compliance on**
11 **September 26, 2021. No Further Monitoring.**

12 Under paragraph 1 of section K of the Agreement, “Class Members who use
13 wheelchairs or other mobility aides are and will continue to be transported in
14 accessible vans and will be secured during transport.” The corresponding
15 compliance measures require the Department to promulgate policy consistent with
16 this provision and to provide a daily manifest from the Court Services
17 Transportation Bureau (“CST”) reflecting Class Members that require transport in
18 accessible vans for two, one-week periods selected by the OIG. As previously
19 reported, the Department promulgated policy consistent with this provision. The
20 OIG selected the two, one-week periods of March 10, 2021, to March 17, 2021,

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1 and August 18, 2021, to August 25, 2021, for review during this reporting period.

2 On December 9, 2021, the Department provided the OIG with a self-
3 assessment indicating that it had maintained substantial compliance with this
4 provision. The self-assessment contained daily manifests utilized by CST
5 personnel, which list Class Members that require accessible van transports, for the
6 two, one-week periods. The Department reports that, as of January 17, 2022, CST
7 has a total of 11 vans that are ADA accessible.

8 The OIG, through site visits and interviews, confirmed that Class Members
9 who are deemed to require transports in accessible vans by CHS medical personnel
10 are in fact transported in accessible vans. During the reporting period, the OIG did
11 not receive any complaints regarding Class Members who require transports in
12 accessible vans being transported in radio cars. Defendants have achieved
13 sustained compliance with this provision, and the OIG will no longer monitor
14 compliance with this provision for purposes of the Agreement.

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APPENDIX

| DEFENDANTS' JOHNSON COMPLIANCE STATUS | | |
|--|--|--------------------------|
| PROVISION | DESCRIPTION | COMPLIANCE RATING |
| | Programming | |
| A.1 | Access to Programming | Severed |
| A.2 | Non-Disqualification from Programming | Severed |
| A.3 | Escorts to Programming | Severed |
| A.5(a) | Class Members Serve as Trustys on Same Floor | Severed |
| A.5(b) | Trusty Tasks | Severed |
| A.5(c) | Identify Jobs | Severed |
| A.6 | Notification of Available Programs | Severed |
| A.7 | Notification in Town Hall Meetings | Partial Compliance |
| | Physical Therapy and Outdoor Recreation | |
| B.1(a) | Access to Physical Therapy | Sustained Compliance |
| B.1(b) | Maintenance of Physical Therapy Room | Severed |
| B.1(c) | Physical Therapy Availability | Severed |
| B.2 | Outdoor Recreation Time | Sustained Compliance |
| B.3 | Rotation of Outdoor Recreation Time | Severed |
| B.4 | Thermal Clothing | Substantial Compliance |
| | Physical Accessibility | |
| C.4(a) | Housing Expansion for Class Members – Phase 1 | Severed |
| C.4(b) | Housing Expansion for Class Members – Phase 2 | Severed |
| C.4(c) | Housing Expansion for Class Members – Phase 3 | Severed |
| C.4(d) | Housing Expansion for Class Members – Phase 4 | Severed |
| C.4(e) | Housing Expansion for Class Members – Phase 5 | Severed |
| C.4(f) | Additional Grab Bars and Shower Benches | Partial Compliance |
| C.4(g) | Construction of Accessible Beds | Partial Compliance |
| C.5 | Review of ADA Construction Plans | Severed |
| | Use of Mobility Devices | |
| D.1 | Initial Decisions and Ongoing Evaluations | Substantial Compliance |
| D.2 | Secondary Reviews | Substantial Compliance |
| D.3 | Assistive Device Leaflet | Severed |
| D.4 | Tracking Complications | Substantial Compliance |
| D.5 | Wheelchair Seating Training | Severed |
| D.6 | Publishing Guidelines for Tracking Complications | Severed |
| | Wheelchairs and Prostheses | |
| E.1(a) | Wheelchair Maintenance | Severed |
| E.1(b) | Maintenance of the Wheelchair Repair Shop | Severed |
| E.1(c) | Installing RFID Transmitters | Severed |

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| PROVISION | DESCRIPTION | COMPLIANCE RATING |
|-----------|---|------------------------|
| E.1(d) | Wheelchairs with Moveable Armrests | Severed |
| E.2 | Return of Personal Wheelchairs | Severed |
| E.3 | Assistive Device Policy | Severed |
| E.4 | Return of Prostheses within 24 Hours | Severed |
| | ADA Coordinators | |
| F.1 | ADA Duties | Substantial Compliance |
| F.2 | ADA Coordinator Authority | Severed |
| F.3 | Training ADA Coordinators | Severed |
| | Grievance Form | |
| G.1 | Grievance Form | Severed |
| G.2 | “ADA” Designation of ADA Grievances | Partial Compliance |
| G.3 | Grievance Response Time | Partial Compliance |
| G.4 | ADA Grievances Designation | Severed |
| G.5 | ADA Grievance Maintenance | Severed |
| | Accommodations | |
| H.1 | Reasonable Accommodations | Partial Compliance |
| H.2 | Accessibility of Medical Orders | Severed |
| H.3 | Tracking Mobility Assistive Device Requests | Severed |
| | Notification of Rights | |
| I.1 | Notification of Rights | Severed |
| | Training | |
| J.1 | Training | Severed |
| | Transportation | |
| K.1 | Transportation in Accessible Vans | Sustained Compliance |