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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
 SEVENTH IMPLEMENTATION
 STATUS REPORT**


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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 Seventh*
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 seventh 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 31, 2023

Respectfully submitted,

By: 

Dara Williams
Chief Deputy, Inspector General

1 **INSPECTOR GENERAL’S SEVENTH IMPLEMENTATION**

2 **STATUS REPORT**

3 The Agreement in the above-captioned case provides that the OIG will
4 prepare and submit periodic reports to the Parties and the Court that evaluate
5 Defendants’ compliance with the Agreement, which went into effect on April 22,
6 2015. Defendants have agreed to implement system-wide reform of the conditions
7 of confinement for Class Members within Los Angeles County jails. The
8 Agreement defines Class Members as “all present and future detainees and inmates
9 with mobility impairments who, because of their disabilities, need appropriate
10 accommodations, modifications, services and/or physical access in accordance
11 with federal and state disabilities law.” Docket No. 210.2 at 3. The terms of the
12 Agreement apply to “any LASD jail facility used to permanently house inmates
13 with mobility impairments,” which is presently Men’s Central Jail (“MCJ”), Twin
14 Towers Correctional Facility (“TTCF”), and Century Regional Detention Facility
15 (“CRDF”).¹ *Id.* This Report takes into account all data collected and analyzed and
16 observations made from April 1, 2022, to March 31, 2023.

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18 ¹ At the time the settlement agreement (“Agreement”) was executed, only Men’s Central Jail and Twin Towers
19 Correctional Facility (“TTCF”) were used to permanently house Class Members. In 2017, women with mobility
20 impairments were transferred from TTCF to Century Regional Detention Facility (“CRDF”), where they continue to
be housed permanently. As such, CRDF is subject to the terms of the Agreement, which defines the term “Jail” or
“Jail Settings” to include “any LASD jail facility used to permanently house inmates with mobility issues.” As is
clear from this language, the identification of the two facilities that housed inmates with mobility impairments at the
time of the Agreement was not intended to limit compliance with the Agreement to only those to facilities.

1 On August 24, 2016, the Parties agreed on compliance measures to serve as
2 a guideline for implementing the terms of the Agreement and establish the
3 Agreement’s minimum compliance standards. The measures were written based on
4 the Los Angeles County Sheriff’s Department’s (the “Department” or “LASD”)
5 predictions about policies, procedures, practices, and systems that it intended to
6 implement to ensure compliance with the terms of the Agreement. Where
7 necessary to serve the interests of Class Members and the Department, and to
8 promote effective implementation of the Agreement, the OIG will consider
9 alternative evidence as proof of compliance. Precisely how the Department proves
10 compliance with each provision is less important than whether each provision is
11 effectively and durably implemented. Though the OIG is not rigid in its
12 consideration of the types of evidence that support compliance, all evidence
13 submitted must be verifiable, replicable, and sufficient to make a compliance
14 determination. The Department’s Custody Compliance and Sustainability Bureau
15 (“CCSB”) is responsible for preparing self-assessments and coordinating any
16 additional documentation as requested by the OIG. Correctional Health Services
17 (“CHS”) is responsible for providing medical and mental health services to all
18 people in custody in the Los Angeles County jail system, including Class

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1 Members, and for coordinating, as necessary, with the Department in providing
2 required accommodations.²

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

15 On June 30, 2016, the Department implemented Custody Division Manual
16 (“CDM”) section 5-12/005.10, “Handling of Inmates with Mobility and/or Sensory
17 Impairment.” This policy was moved to CDM section 5-03/085.00, “Handling of
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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 Inmates with Mobility and/or Sensory Impairments,” on December 19, 2022.

2 Unless otherwise noted, references to “*Johnson* policy” pertain to this CDM
3 section.

4 Pursuant to stipulation of the Parties, the Court has severed 38 of the 49
5 provisions from the Agreement that have either achieved sustained compliance or
6 were documented as “completed” during settlement negotiations and are no longer
7 subject to monitoring by the OIG.³ *See* Docket Nos. 237, 248, 256. The OIG will
8 only issue findings on the remaining 11 provisions.

9 Several provisions require consultation with subject matter experts who
10 specialize in the Americans with Disabilities Act of 1990 (“ADA”) before
11 compliance findings can be made. 42 U.S.C. § 12101 *et seq.* Provisions C.4(f)
12 (Additional Grab Bars and Shower Benches) and C.4(g) (Construction of
13 Accessible Beds) require consultation with a physical-plant expert. As reported in
14 the *Inspector General’s Sixth Implementation Status Report* (“*Sixth*
15 *Implementation Status Report*”), Defendants had retained a physical-plant expert
16 who was working with the OIG to evaluate Defendants’ compliance; however, due
17 to unforeseen circumstances, the retained expert was unable to complete the
18 required evaluations. Docket No. 252. Defendants retained another expert during

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20 ³ The 38 severed provisions include A.1, A.2, A.3, A.5(a), A.5(b), A.5(c), A.6, B.1(a), B.1(b), B.1(c), B.2, B.3, C.4(a), C.4(b), C.4(c), C.4(d), C.4(e), C.5, D.3, D.5, D.6, E.1(a), E.1(b), E.1(c), E.1(d), E.2, E.3, E.4, F.2, F.3, G.1, G.4, G.5, H.2, H.3, I.1, J.1, and K.1. *See* Appendix.

1 this reporting period, and the expert conducted the required on-site evaluations of
2 MCJ, TTCF, and CRDF.

3 Provisions D.1 (Initial Decisions and Ongoing Evaluations), D.2 (Secondary
4 Reviews), and D.4 (Tracking Complications) require consultation with a medical
5 expert. As reported in the *Sixth Implementation Status Report*, a medical expert
6 completed the required reviews for the previous reporting period. Pursuant to the
7 medical expert's review and determination, the OIG found that Defendants
8 achieved substantial compliance with these provisions. In accordance with the
9 OIG's compliance framework, the medical expert must conduct a second review to
10 ensure that Defendants maintained substantial compliance with each of these
11 provisions for a period of at least twelve months in order for Defendants to achieve
12 sustained compliance. The second review was scheduled to occur during this
13 reporting period; however, due to unforeseen circumstances, the medical expert
14 requested that the review be postponed to a later date. Defendants are in the
15 process of re-scheduling the review.

16 The OIG conducted 8 *Johnson* site visits during this reporting period, which
17 included interviews with Class Members and custody personnel and compliance
18 spot checks. As of March 31, 2023, Defendants have achieved substantial
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1 compliance with 4, and sustained compliance with 1 of the 11 remaining
2 provisions. Defendants remain in partial compliance with 6 provisions.⁴

3 Although substantial progress has been made by Defendants towards
4 implementing the terms of the Agreement, Defendants’ progress on certain issues
5 has remained stagnant. For example, Defendants have remained in partial
6 compliance with provisions G.2 (“ADA” Designation of ADA-related Grievances)
7 and G.3 (Grievance Response Time) since the *Inspector General’s Second*
8 *Implementation Status Report* (“*Second Implementation Status Report*”). The OIG
9 has consistently noted that improved collaboration and coordination between the
10 Department and CHS is required to achieve compliance with these provisions, yet
11 little to no progress has been made. Defendants have offered no insight as to how
12 they plan to move towards compliance, nor have they engaged in discussions with
13 the OIG and Plaintiffs to identify and resolve issues impacting compliance.

14 Defendants’ progress on other issues has regressed, raising significant
15 concerns with the OIG. As discussed under provision G.2, in November 2020,
16 CHS modified its grievance designation process in a manner that is inconsistent
17 with the terms of provision G.4 (“ADA” Grievances Not Designated as “Basic”
18 Grievances), which was severed from the Agreement in May 2019. The OIG was

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⁴ The compliance ratings for all 49 provisions as of March 31, 2023, is set forth in the Appendix.

1 not notified of this change prior to implementation. The OIG reported on this issue
2 in the *Sixth Implementation Status Report*, yet CHS continues to utilize the
3 improper process.

4 Furthermore, several Class Members at CRDF reported that they were being
5 transported to medical appointments in radio cars as opposed to wheelchair-
6 accessible vans in violation of provision K.1 (Transportation in Accessible Vans),
7 which was severed from the Agreement in November 2022. The OIG notified
8 Defendants of this concern and requested that an inquiry be conducted. Defendants
9 confirmed that Class Members were being transported to medical appointments in
10 radio cars and reported that the Department is working towards resolving this
11 issue.

12 IMPLEMENTATION STATUS OF AGREEMENT PROVISIONS

13 SECTION A – Programming

14 **Provision A.7 – Notification in Town Hall Meetings – Substantial Compliance** 15 **as of November 29, 2022**

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 May 2022 and August 2022 for review during this reporting period.

7 On November 29, 2022, the Department provided the OIG with a self-
8 assessment indicating that it had achieved substantial compliance with this
9 provision. The self-assessment contained 86 meeting minutes documenting town
10 halls held during the selected periods. Of the 86 meeting minutes, 61 were from
11 CRDF, 13 were from TTCF, and 12 were from MCJ. The meeting minutes include
12 the names and booking numbers of Class Member attendees and/or participants,
13 whether Class Members were notified of available programming, and in some but
14 not all meeting minutes, the number of Class Members that were offered the
15 opportunity to attend. The meeting minutes contain notes on the subjects discussed
16 during the town halls, as well any concerns raised, or requests made, by attendees
17 and/or participants. All submitted meeting minutes indicate that information
18 regarding available programming was provided during the town halls.

19 CRDF does not have dedicated housing areas for women with mobility
20 impairments. As such, Class Members are housed in various areas throughout the

1 facility. CRDF provided documentation indicating that town hall meetings were
2 conducted in each area where Class Members were housed for the months of May
3 and August 2022. More than one town hall meeting was conducted per month in
4 most housing areas, and the town hall meetings were conducted at different times
5 of the day to reach more Class Members. In total, almost three times the required
6 number of town hall meetings were conducted. The meeting minutes indicate that
7 all Class Members were given the opportunity to attend the town hall meetings.

8 Class Members at TTCF are housed in modules 232 and 272 and Class
9 Members at MCJ are housed on the 7000 and 8000 floors. As such, TTCF and
10 MCJ were required to submit meeting minutes indicating that town halls were
11 conducted in those housing areas for the months of May and August 2022.
12 Documentation provided indicates that all required town hall meetings were
13 conducted.

14 Defendants have made notable progress with conducting and documenting
15 town hall meetings. Defendants have achieved substantial compliance with this
16 provision.

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

18 **Provision B.4 – Thermal Clothing – Partial Compliance (Previously**
19 **Substantial Compliance)**

20 Under paragraph 4 of section B of the Agreement,

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

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

16 On November 29, 2022, the Department provided the OIG with a self-
17 assessment indicating that it remained in substantial compliance with this

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20 ⁵ 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 provision. The self-assessment contains e-UDAL records and CCTV of thermal
2 clothing distributions and/or exchanges from April 1, 2022, to September 30, 2022,
3 for all relevant housing locations. The Department also provided a summary of its
4 review process and findings for each relevant housing location. The summary
5 indicated that CCSB reviewed e-UDAL entries and/or CCTV to verify whether
6 thermal clothing was distributed in accordance with this provision. For CRDF,
7 CCSB was unable to identify evidence of thermal clothing exchanges in Module
8 3500 for August 2022. However, CCSB indicated its confidence that CRDF,
9 overall, was consistent in exchanging thermals for Class Members throughout the
10 review period. For MCJ, CCSB identified CCTV footage of staff distributing
11 thermal clothing but noted issues with e-UDAL entries. For TTCF, CCSB was
12 unable to identify evidence of thermal clothing exchanges in Module 272 for April,
13 May, and June 2022. Based on this assessment, CCSB concluded that Defendants
14 are in compliance with the requirement set forth in this provision.

15 During this reporting period, OIG personnel spoke with a total of 59 Class
16 Members who were eligible to receive thermal clothing at TTCF, MCJ, and
17 CRDF.⁶ Of the 59 Class Members, 42 – or 71 percent – reported having received
18 thermal tops and bottoms. 11 Class Members reported not having received thermal

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20 ⁶ OIG personnel spoke with one Class Member who, at the time, was on suicide watch and thus not eligible to receive thermal clothing.

1 tops and bottoms and 6 reported not having received thermal bottoms. OIG
2 personnel also spoke with LASD staff who work in relevant housing locations.
3 Although LASD staff communicated an understanding that Class Members are
4 entitled to thermal tops and bottoms, the OIG received inconsistent reports on who
5 is responsible for distributing thermal clothing. Some LASD staff stated that
6 laundry is responsible for distributing thermal clothing while others stated that staff
7 who work in relevant housing locations are responsible.

8 Reviewing e-UDAL entries and CCTV footage of thermal clothing
9 exchanges alone does not provide an accurate assessment of whether thermal
10 clothing was offered and/or received by all Class Members. As indicated by
11 CCSB's review, thermal clothing exchanges appear to be inconsistent. Despite
12 indicating in the self-assessment that CCSB conducts spot checks to confirm that
13 relevant housing locations have adequate supplies of thermal clothing for
14 distribution and conduct interviews with Class Members to determine whether
15 thermal clothing was offered and/or received, Defendants did not provide any
16 documentary evidence of such spot checks.

17 While the Department's efforts to provide thermal clothing to all Class
18 Members without requiring a prescription are commendable, it lacks a durable
19 mechanism to distribute thermal clothing adequately and consistently throughout
20 MCJ, TTCF, and CRDF. This, in part, may be due to the lack of a Departmental

1 policy or facility unit order reflecting current practice. The previous version of the
2 *Johnson* policy, which was implemented before the Department committed to
3 providing thermal clothing to all Class Members, required that Class Member who
4 have been prescribed thermal clothing as a reasonable accommodation receive
5 thermal clothing. This requirement was removed from the *Johnson* policy.
6 Although the requirement set forth in the previous version was not consistent with
7 current practice, the removal of the provision leaves no mention of the requirement
8 to provide Class Members with thermal clothing in the CDM, regardless of a
9 prescription. The Department should promulgate policy and issue facility unit
10 orders that reflects its current practice of providing all Class Members with thermal
11 clothing.

12 The Department should also ensure that *all* custody personnel are aware of
13 where thermal clothing is stored in the jail facilities and the requirement to provide
14 Class Members with thermal tops and bottoms upon arrival to their respective
15 housing locations. The OIG noted that custody personnel who regularly work in
16 relevant housing locations where Class Members are housed have a better
17 understanding of this requirement compared to those who do not. Furthermore,
18 CCSB should take a more active role in not only conducting and documenting spot
19 checks, but also working with custody personnel to ensure that all Class Members

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1 receive appropriately sized thermal clothing. Defendants have achieved partial
2 compliance with this provision.

3 **SECTION C – Physical Accessibility**

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

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

15 As reported in the *Inspector General’s Fifth Implementation Status Report*,
16 on September 5, 2019, Defendants retained a physical-plant expert to evaluate all
17 installations and physical-plant modifications required under provision C.4(f) at
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20 ⁷ 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 MCJ, TTCF, and CRDF. On November 4, 2019, the physical-plant expert
2 conducted an on-site evaluation of the 14 shower areas utilized by Class Members
3 at CRDF and reported that all 14 shower areas require some additional
4 modifications to meet ADA requirements, including all 14 shower benches and 12
5 of 14 sets of grab bars. The physical-plant expert’s on-site evaluations of MCJ and
6 TTCF were scheduled to take place during the previous reporting period. However,
7 due to unforeseen circumstances, the physical-plant expert was unable to complete
8 the remaining evaluations.

9 On April 10, 2023, Defendants retained Michel P. Gibbens to serve as the
10 physical-plant expert and evaluate and assist the OIG and the Parties in evaluating
11 compliance with provisions C.4(f) (Additional Grab Bars and Shower Benches)
12 and C.4(g) (Construction of Accessible Beds).⁸ The physical-plant expert
13 completed on-site evaluations of MCJ, TTCF, and CRDF on April 24 and 25,
14 2023.⁹ The OIG and the Parties are awaiting the expert’s report. Defendants remain
15 in partial compliance with this provision.

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

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18 ⁸ Michael P. Gibbens, CASp, ICC, ACE, ACD, is a nationally recognized author, instructor and consultant on the
19 interpretive and technical aspects of disabled accessibility compliance in commercial and residential applications for
both public and private sectors.

20 ⁹ Although the previous physical-plant expert conducted an on-site evaluation of CRDF and issued a report with
findings, the recommended modifications required extensive construction. Defendants are requesting that the new
physical-plant expert re-evaluate CRDF to determine whether any alternative solutions are available to meet ADA
requirements.

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

9 As previously reported, the Department provided documentation that all 96
10 beds in the housing module meet ADA requirements. However, the accompanying
11 toilet and shower modifications have not yet been ADA certified. In order to
12 achieve substantial compliance with this provision, a physical-plant expert must
13 conduct an evaluation and determine that all modifications to the toilet and shower
14 areas used by the occupants of the 96 beds comply with ADA requirements.

15 The physical-plant expert conducted the required evaluation at TTCF on
16 April 24, 2023. The OIG and the Parties are awaiting the expert’s report.
17 Defendants remain in partial compliance with this provision.

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

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

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

1 Under paragraph 1 of section D of the Agreement, “[i]nitial decisions and
2 ongoing evaluations regarding Class Members’ need, if any, for the use of a
3 mobility assistive device are and will continue to be made by LASD medical
4 professionals.” The Department and CHS promulgated policy consistent with this
5 provision, and initial decisions and ongoing evaluations continue to be conducted
6 by CHS medical professionals. The Agreement also provides that initial decisions
7 and ongoing evaluations should be conducted “in accordance with established
8 medical standards,” which, as previously reported, must be determined by a
9 medical expert. On November 17, 2020, Defendants retained Thomas L. Hedge Jr.,
10 M.D., to serve as the medical subject matter expert and assist the OIG and the
11 Parties in evaluating compliance with three provisions of the Agreement: D.1
12 (Initial Decisions and Ongoing Evaluations), D.2 (Secondary Reviews), and D.4
13 (Tracking Complications).

14 As reported in the *Sixth Implementation Status Report*, the medical expert
15 reviewed electronic medical records, health service requests and grievances,
16 selected booking and legal records, photographs, and/or CCTV regarding a total of
17 40 Class Members and determined that the provision of mobility assistive devices
18 was reasonable, necessary, and appropriate in all cases reviewed and that initial
19 decisions and ongoing evaluations met established medical standards. Pursuant to
20 the medical expert’s review and determination, Defendants achieved substantial

1 compliance with this provision. The OIG noted that, in order for Defendants to
2 achieve sustained compliance, the medical expert must review additional records
3 regarding relevant Class Members during the next reporting period and determine
4 that initial decisions and ongoing evaluations continue to meet established medical
5 standards.

6 The medical expert was scheduled to conduct a review of additional records
7 from March 28 through 30, 2023. In preparation for the review, CHS compiled all
8 required records for the population of Class Members who requested secondary
9 reviews and received ongoing evaluations during the selected period of April 2022
10 through September 2022. However, due to unforeseen circumstances, the expert
11 requested that the review be re-scheduled for a later date.

12 Defendants are attempting to re-schedule the medical expert's review.¹⁰ Due
13 to the unforeseen circumstances resulting in the postponement of the review, the
14 OIG will hold Defendants in substantial compliance and report on the expert's
15 findings in the next implementation status report.¹¹ Defendants remain in
16 substantial compliance with this provision.¹²

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18 ¹⁰ If Dr. Hedge has not committed to conducting the second review by July 31, 2023, Defendants should retain
another medical expert.

19 ¹¹ On November 1, 2022, pursuant to stipulation of the Parties, the Court approved an order extending the term of the
Agreement to July 31, 2023. Docket No. 256. Should the Parties stipulate to, and the Court approve, another
extension of the settlement term, the OIG anticipates filing the next implementation status report by March 31, 2024.

20 ¹² The OIG has not received information that Defendants are out of compliance with this provision. Had such
information been received, the OIG would not have held Defendants to be in substantial compliance.

1 **Provision D.2 – Secondary Reviews – Substantial Compliance as of May 25,**
2 **2022.**

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

11 As previously reported, the Department and CHS created a tab in the medical
12 records system to track the progress and completion of secondary review requests.
13 Initial decisions and ongoing evaluations, including secondary reviews, must meet
14 established medical standards, which must be determined by a medical expert.

15 During the previous reporting period, the medical expert reviewed all 38
16 Class Members who requested secondary reviews during the period of September
17 2020 through February 2021 and determined that the secondary reviews met
18 established medical standards. All of the secondary reviews were independent
19 evaluations conducted by different medical professionals than those who made the
20 initial decision regarding the need for a mobility assistive device and/or the type of

1 device requested. Pursuant to the medical expert’s review and determination,
2 Defendants achieved substantial compliance as of May 25, 2022. The OIG noted
3 that, in order for Defendants to achieve sustained compliance, the medical expert
4 must review additional records regarding relevant Class Members during the next
5 reporting period and determine that secondary reviews continued to meet
6 established medical standards.

7 As discussed under Provision D.1 Defendants are attempting to re-schedule
8 the medical expert’s review. Due to the unforeseen circumstances resulting in the
9 postponement of the review, the OIG will hold Defendants in substantial
10 compliance and report on the expert’s findings in the next implementation status
11 report. Defendants remain in substantial compliance with this provision.¹³

12 **Provision D.4 – Tracking Complications – Substantial Compliance as of May**
13 **25, 2022.**

14 Under paragraph 4 of section D of the Agreement,
15 “Defendants have policies and guidelines for tracking complications
16 common to inmates with mobility impairments and Defendants agree
17 to continue to track such complications using existing policies and
18 guidelines. Defendants do not currently have the ability to run searches

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20 ¹³The OIG has not received information that defendants are out of compliance with this provision. Had such information been received, the OIG would not have held defendants to be in substantial compliance.

1 and provide statistics about assistive device usage to Plaintiffs’ counsel,
2 but may have this ability in the future once the LASD’s medical records
3 system is fully upgraded – this process is underway. Defendants agree
4 to provide statistics from the upgraded system, to the extent feasible,
5 when the upgrades are completed.”

6 As discussed in the *Second Implementation Status Report*, the OIG approved an
7 alternative implementation plan for CHS to conduct thorough qualitative reviews
8 of information, including medical records and grievances, on a semi-annual basis
9 to identify complications common to mobility-impaired Class Members,
10 specifically the paraplegic population. CHS and the OIG agreed that these reviews,
11 if completed regularly and appropriate corrective action is taken, are an effective
12 means of identifying and tracking complications. On April 25, 2019, CHS
13 provided the OIG with an updated duty statement for the Compliance Nurse
14 Coordinator, which requires that on a semi-annual basis, the Compliance Nurse
15 Coordinator conduct a review of complications experienced by the paraplegic
16 population. The duty statement provides a detailed description of the procedure for
17 conducting the review and requires an analysis of several data sources, including
18 Class Member grievances and medical records. As previously reported, a medical
19 expert must assess the quality and accuracy of the retrospective reviews and
20 determine whether concerns were addressed adequately.

1 During the previous reporting period, the medical expert reviewed electronic
2 medical records, custody grievances, and health service requests regarding 37
3 Class Members included in retrospective reviews for the fourth quarter of 2019, the
4 second quarter of 2020, and the third quarter of 2020 and determined that the Class
5 Members included in the retrospective reviews demonstrated only the usual
6 medical complications found in those with paraplegia. No issues were identified in
7 the tracking and treatment of such complications and no concerns were raised by
8 the expert regarding the quality and accuracy of the retrospective reviews. As a
9 result, Defendants achieved substantial compliance with this provision as of
10 May 25, 2022. The OIG noted that, in order for Defendants to achieve sustained
11 compliance, the medical expert must conduct a review of available retrospective
12 reviews during the next reporting period to ensure the ongoing quality and
13 accuracy of the reviews.

14 As discussed under Provision D.1 above, Defendants are attempting to re-
15 schedule the medical expert's review. Due to the unforeseen circumstances
16 resulting in the postponement of the review, the OIG will hold Defendants in
17 substantial compliance and report on the expert's findings in the next
18 implementation status report. Defendants remain in substantial compliance with
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20

1 this provision.¹⁴

2 **SECTION F – ADA Coordinators**

3 **Provision F.1 – ADA Duties – Sustained Compliance as of November 29, 2022**

4 Under paragraph 1 of section F of the Agreement, “the Department is
5 required to designate one or more ADA coordinator(s) in each Jail Setting and
6 dedicate sufficient resources to ensure that necessary duties are carried out in an
7 appropriate fashion.” The provision enumerates duties specific to ADA
8 coordinators, including: ensuring that Class Members receive reasonable
9 accommodations as prescribed by medical professionals; reviewing, investigating,
10 and resolving ADA grievances in accordance with the Department’s grievance
11 policy; answering and logging phone calls made to the ADA coordinator telephone
12 number; training Department personnel working in units that house Class
13 Members; and reporting back to Class Counsel, in writing, on the resolution of
14 ADA grievances submitted by Class Counsel to the ADA coordinators.

15 On November 29, 2022, the Department provided the OIG with a self-
16 assessment indicating that it remained in substantial compliance with this
17 provision. The self-assessment contains a list of all ADA coordinators, a log of
18 phone calls made to the ADA coordinator telephone number, and a log of third-

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20 ¹⁴The OIG has not received information that Defendants are out of compliance with this provision. Had such information been received, the OIG would not have held Defendants to be in substantial compliance.

1 party complaints related to mobility impairments received by the ADA team e-mail
2 group. As of September 26, 2022, the Department reports having a total of five
3 ADA coordinators, and one division ADA coordinator. Of the five ADA
4 coordinators, two are assigned to TTCF, one is assigned to MCJ, one is assigned to
5 CRDF, and one is assigned to Pitchess Detention Center.¹⁵ Documentation
6 provided reflects that the Department continues to log phone call information made
7 to the ADA coordinator telephone number such as the name and telephone number
8 of the caller, a description of the inquiry, the person in custody's information, and
9 the action taken by the ADA coordinators.

10 ADA coordinators actively work with CHS and facility staff to provide
11 reasonable accommodations as prescribed by medical professionals. Any time a
12 reasonable accommodation is prescribed by a medical professional, the division
13 ADA coordinator receives the prescription and works with the respective facility to
14 provide the prescribed accommodation. In addition, the ADA coordinators
15 regularly interfaces with staff who work in relevant housing locations to provide
16 guidance and address issues.

17 ADA coordinators continue to actively engage in "reviewing, investigating,
18 and resolving" ADA-related grievances received directly from Class Members in
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20 ¹⁵ Pitchess Detention Center is comprised of four jails: North Facility, South Facility, East Facility, and North County Correctional Facility.

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

7 The Department is required to resolve 90 percent of all third-party
8 complaints received by the ADA e-mail group within a 15-day time frame in
9 accordance with the grievance policy. The log of third-party complaints reflects
10 that the ADA e-mail group received no complaints from April 1 through
11 September 30, 2022. The OIG confirmed that no third-party grievances were
12 submitted to the ADA e-mail group by the OIG or Class Counsel during the
13 selected period.

14 The Department’s ADA coordinators make tremendous efforts to perform
15 their duties in accordance with this provision. Defendants have achieved sustained
16 compliance with this provision, and the OIG will no longer monitor compliance
17 with this provision for purposes of the Agreement.

18 **SECTION G – Grievance Form**

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

20 Under paragraph 2 of section G of the Agreement, “[a]ll grievances

1 involving mobility assistive devices and the physical accessibility of the Jail shall
2 be designated ‘ADA’ grievances even if the inmate who filed the grievance did not
3 check the ‘ADA’ box.” The corresponding compliance measures require LASD
4 and CHS to promulgate policy consistent with the provision, to provide a list of
5 ADA-related grievances for a one-month period selected by the OIG, and to show
6 that those grievances were properly designated “ADA” grievances. As previously
7 reported, LASD created several policies related to this provision, including the
8 *Johnson* policy and CDM section 8-03/030.00, “ADA-Related Requests and
9 Grievances.” For this reporting period, the OIG selected the period of June 2022.
10 In order to achieve substantial compliance, 90 percent of the grievances identified
11 must be appropriately designated as “ADA.”

12 On November 29, 2022, the Department provided the OIG with a self-
13 assessment indicating that the Defendants remain in partial compliance with this
14 provision. During the sampled period of June 2022, 79 percent of ADA-related
15 grievances were designated as “Medical Services (including ADA)” and no
16 grievances were designated solely as “ADA.” The remaining 21 percent of the
17 identified ADA-related grievances were improperly designated as “Property.”

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.¹⁶

7 The Department continues to have the ability to designate ADA-related
8 custody grievances as “ADA” in CARTS. However, no sampled grievances from
9 the previous reporting period or this reporting period were designated as “ADA.”
10 The Department should provide grievance team staff with additional training on
11 designating ADA-related grievances as “ADA,” in accordance with LASD policy
12 CDM section 8-03/030.00, “ADA-Related Requests and Grievances.”

13 CHS discontinued the use of the “ADA (Medical)” designation on
14 November 4, 2020, and has since utilized a designation in CARTS titled “Medical
15 Services (including ADA)” for all medical grievances, including ADA-related
16 medical grievances. Designating ADA-related medical grievances as “Medical
17 Services (including ADA)” along with all other medical grievances circumvents
18 the terms of this provision and violates the terms of provision G.4.

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20 ¹⁶ 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 In order to achieve substantial compliance with this provision, the
2 Department and CHS must designate ADA-related medical grievances as “ADA,”
3 regardless of whether the person in custody checked the “ADA” box, and properly
4 distinguish such grievances from all other grievances consistent with the terms of
5 the Agreement. Defendants remain in partial compliance.

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

7 Under paragraph 3 of section G of the Agreement, “[t]he response time for
8 ADA grievances will be no more than that allowed under the standard grievance
9 policy.” The corresponding compliance measures require that LASD promulgate
10 policy consistent with this provision and to provide a list of ADA-related
11 grievances for a one-month period selected by the OIG. In order to achieve
12 substantial compliance, 90 percent of the grievances must be responded to within
13 15 days. The OIG selected the period of August 2022.

14 As previously reported, the Department created policies consistent with this
15 provision, including CDM section 8-03/005.00, “Inmate Grievances,” CDM
16 section 8-03/030.00, “ADA-related Requests and Grievances,” and CDM section
17 8-04/040.00, “Time Frames.” These policies require a response time of 15 days for
18 all non-emergency ADA grievances and 5 days for emergency grievances. CHS
19 policy M12.04, “Grievances – Health Care and Against Staff,” requires that all
20 medical grievances be analyzed within 24 hours to determine whether there is an

1 urgent or emergent medical condition that requires immediate attention. If not, the
2 response timeframe for medical grievances is 15 days, as with Department policy.
3 CHS reports that a grievance is considered to have been “responded to” within the
4 appropriate 15-day timeframe when a supervising nurse reviews the grievance and
5 makes a referral for a provider evaluation.

6 On November 29, 2022, the Department provided the OIG with a self-
7 assessment indicating that it remained in partial compliance with this provision. In
8 accordance with the compliance measures, the Department reviewed CARTS and
9 identified 23 ADA-related grievances from August 2022. Of the 23 grievances, 19
10 were deemed ADA-related medical grievances and 4 were deemed ADA-related
11 custody grievances. None of the grievances were deemed emergent.

12 The self-assessment concludes that only 2 – or 9 percent – of the 23
13 grievances were responded to within the required 15-day timeframe. However, this
14 was based solely on the disposition date of the grievance as indicated in CARTS,
15 which does not consistently account for information from CHS. As such, seven of
16 the ADA-related medical grievances did not contain a disposition date, appearing
17 as though they were not “responded to.” However, CHS/ADA Compliance Unit
18 Nurse provided additional information on the ADA-related medical grievances.
19 When accounting for this information, 47 percent of the sampled grievances were
20 responded to within the required 15-day timeframe. Defendants remain in partial

1 compliance with this provision.

2 **SECTION H – Accommodations**

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

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

12 As previously reported, the *Johnson* policy includes language consistent with the
13 terms of this provision. During this reporting period, OIG personnel conducted site
14 visits at relevant housing locations and verified that LASD personnel are familiar
15 with the requirement that Class Members receive reasonable accommodations.

16 As reported in the *Sixth Implementation Status Report*, LASD leadership
17 agreed to issuing egg crate mattress to all Class Members, regardless of whether
18 they had a prescription. On September 1, 2021, the Department distributed an
19 Informational Bulletin that provides guidance on issuing and maintaining egg crate
20 mattresses for all Class Members. The OIG, through site visits and interviews,

1 found that 29 percent of Class Members who sought egg crate mattresses had not
2 received one. Several custody personnel incorrectly reported to the OIG that CHS
3 is responsible for prescribing egg crate mattresses. The Department should provide
4 additional training to all custody personnel regarding the requirement to distribute
5 egg crate mattresses to all Class Members and ensure that adequate supplies of
6 mattresses are available for distribution in all relevant housing locations. The
7 Department reports that CCSB will remind personnel regarding the distribution of
8 egg crate mattresses during monthly spot checks and ensure that facilities are
9 conducting regular briefings to line personnel. The Department also reports that
10 information bulletins regarding the distribution of egg crate mattresses will be
11 posted in modules where Class Members are housed.

12 The OIG also identified concerns with Class Members showering in areas
13 that do not contain shower benches at MCJ and CRDF. At MCJ, one Class
14 Member was housed in an area with a shower that did not contain a shower bench.
15 At CRDF, three Class Members reported having to use plastic chairs to shower due
16 to the lack of shower benches in their housing areas. Defendants remain in partial
17 compliance.

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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 Trustees 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	Substantial Compliance
	Physical Therapy and Outdoor Recreation	
B.1(a)	Access to Physical Therapy	Severed
B.1(b)	Maintenance of Physical Therapy Room	Severed
B.1(c)	Physical Therapy Availability	Severed
B.2	Outdoor Recreation Time	Severed
B.3	Rotation of Outdoor Recreation Time	Severed
B.4	Thermal Clothing	Partial 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	Sustained 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	Severed