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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
 EIGHTH 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 Eighth*
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 eighth 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: April 1, 2024

Respectfully submitted,

By: 

Dara Williams
Chief Deputy, Inspector General

1 and analyzed and observations made from April 1, 2023, to March 31, 2024.

2 On August 24, 2016, the Parties agreed on compliance measures to serve as
3 a guideline for implementing the terms of the Agreement and establish the
4 Agreement’s minimum compliance standards. The measures were written based on
5 the Los Angeles County Sheriff’s Department’s (the “Department” or “LASD”)
6 predictions about policies, procedures, practices, and systems that it intended to
7 implement to ensure compliance with the terms of the Agreement. Where
8 necessary to serve the interests of Class Members and the Department, and to
9 promote effective implementation of the Agreement, the OIG will consider
10 alternative evidence as proof of compliance. Precisely how the Department proves
11 compliance with each provision is less important than whether each provision is
12 effectively and durably implemented. Though the OIG is not rigid in its
13 consideration of the types of evidence that support compliance, all evidence
14 submitted must be verifiable, replicable, and sufficient to make a compliance
15 determination. The Department’s Custody Compliance and Sustainability Bureau
16 (“CCSB”) is responsible for preparing self-assessments and coordinating any
17 additional documentation as requested by the OIG. Correctional Health Services
18 (“CHS”) is responsible for providing medical and mental health services to all
19 people incarcerated in the Los Angeles County jails, including Class Members, and
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1 for coordinating, as necessary, with the Department in providing required
2 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, assumed 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 the “*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. During the
8 previous reporting period, the Department achieved sustained compliance with one
9 provision. See Docket No. 259. As such, the OIG will only issue findings on the
10 remaining 10 provisions.

11 The OIG conducted 18 *Johnson* site visits during this reporting period,
12 which included interviews with Class Members and custody personnel and
13 compliance spot checks. A total of 114 Class Members from MCJ, TTCF, and
14 CRDF were interviewed by OIG staff for the purpose of determining the
15 Defendants’ compliance with the remaining provisions.⁴

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18 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),
19 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.

20 ⁴ Although the daily average population of Class Members fluctuates, 97 Class Members
accounted for nearly one-third of the entire Class Member population at the time the interviews
were conducted.

1 As of March 31, 2024, Defendants have achieved substantial compliance
2 with 1, and sustained compliance with 3 of the 10 remaining provisions.
3 Defendants remain in partial compliance with 6 provisions.⁵

4 As discussed under provision H.1 (Reasonable Accommodations), the
5 Department expanded the number of areas where Class Member are housed in
6 MCJ and TTCF without sufficient consideration of the terms of the Agreement,
7 resulting in the re-emergence of a myriad of issues regarding the provision of
8 reasonable accommodations. As a result, several Class Members housed in such
9 areas have experienced unnecessary hardships.

10 The OIG notified the Department of these concerns in writing on
11 January 26, 2024, and noted that they require immediate attention. Shortly
12 thereafter, Department personnel acknowledged receipt of the e-mail and stated
13 that they would review the concerns and provide an update within five calendar
14 days. The OIG has yet to receive the update.

15 As reported in the *Inspector General's Seventh Implementation Status*
16 *Report* ("Seventh Implementation Status Report"), several Class Members at
17 CRDF reported that they were being transported to medical appointments in radio
18 cars as opposed to wheelchair-accessible vans, in violation of provision K.1

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20 ⁵ The compliance ratings for all 49 provisions as of March 31, 2024, is set forth in the Appendix.

1 (Transportation Accessible Vans), which was severed from the Agreement in
2 November 2022. Defendants confirmed Class Members were being transported to
3 medical appointments in radio cars and reported that the Department is working
4 towards resolving this issue. Despite the Department’s efforts, OIG staff
5 encountered four Class Members at CRDF during this reporting period who
6 reported that they were transported to outside appointments in radio cars.⁶

7 Defendants continue to remain in partial compliance with provisions G.2
8 (“ADA” Designation of ADA-related Grievances) and G.3 (Grievance Response
9 Time) with little to no progress being made toward achieving substantial
10 compliance. Defendants have offered no insight as to how they plan to move
11 toward compliance, nor have they engaged in discussions with the OIG and
12 Plaintiffs’ counsel to identify and resolve issues impacting compliance.
13 Furthermore, the OIG has consistently noted that improved collaboration and
14 coordination between the Department and CHS is required to achieve compliance
15 with these provisions. Despite this ongoing recommendation, the Department

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17 ⁶ Relatedly, on March 19, 2024, the Los Angeles County Board of Supervisors, in response to
18 ongoing transportation issues resulting from a shortage of operable buses, unanimously approved
19 a motion requesting the Sheriff’s Department and directing the Chief Executive Office and the
20 Internal Services Department to develop an interim feasibility and implementation plan, including
funding, to address the shortage of buses and other forms of transportation, including ADA
accessible vans. See Item No. 7, Agenda of March 19, 2024, Revised motion by Supervisors
Hilda L. Solis and Lindsey P. Horvath, *Interim Transportation Plan for People Who Are
Incarcerated in the Los Angeles County Jails*, available at:
<https://file.lacounty.gov/SDSInter/bos/supdocs/189651.pdf>.

1 instituted systems regarding tracking ADA-related grievances without sufficiently
2 consulting with CHS or the OIG, such that earlier progress reported on in 2018 has
3 now been eroded. The lack of joint effort by the Department and CHS to achieve
4 compliance will likely result in a continuing failure to achieve substantial
5 compliance let alone sustained compliance.

6 Although substantial progress has been made by Defendants towards
7 implementing the terms of the Agreement overall, the issues identified during this
8 reporting period make it unlikely that compliance on the remaining issues will be
9 achieved without additional extensions as agreed to by the Parties and approved by
10 this Court. However, it is not too late for Defendants to reverse course. Defendants
11 should ensure that adequate resources are dedicated towards implementing the
12 terms of the Agreement and Department leadership should play a greater role in
13 overseeing implementation efforts. Lastly, the Department and CHS should
14 continue to train and brief *all* personnel who work in the custody setting on the
15 terms of the Agreement.

16 **IMPLEMENTATION STATUS OF AGREEMENT PROVISIONS**

17 **SECTION A – Programming**

18 **Provision A.7 – Notification in Town Hall Meetings – Partial Compliance**
19 **(Previously Substantial Compliance)**

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1 Under paragraph 7 of section A of the Agreement, “[n]otification of
2 available programs will also be provided during ‘town hall’ meetings at the Jail
3 where appropriate.” The corresponding compliance measures for this provision
4 require the Department to promulgate policy and to provide minutes from town
5 hall meetings for two, one-month periods selected by the OIG. As previously
6 reported, the Department promulgated policy consistent with this provision. CDM
7 section 5-14/005.00, “Town Hall Meetings,” provides that “every facility is
8 required to conduct a town hall meeting for each housing area at least once per
9 month.” The *Johnson* policy requires that information regarding all available
10 programming be provided during town hall meetings. The OIG selected the periods
11 of April 2023 and July 2023 for review.

12 On December 8, 2023, the Department provided the OIG with a self-
13 assessment indicating that it remains in substantial compliance with this provision.
14 The self-assessment contains 83 meeting minutes documenting town halls held
15 during the selected periods. Of the 83 meeting minutes, 56 were from CRDF, 15
16 were from TTCF, and 12 were from MCJ. The meeting minutes include the names
17 and booking numbers of Class Member attendees and/or participants, whether
18 Class Members were notified of available programming, and in some, but not all,
19 meeting minutes the number of Class Members that were offered the opportunity
20 to attend. The meeting minutes contain notes on the subjects discussed during the

1 town halls, as well as any concerns raised, or requests made, by attendees and/or
2 participants. All submitted meeting minutes with Class Member attendees and/or
3 participants indicate that information regarding available programming was
4 provided during the town halls.

5 CRDF does not have dedicated housing areas for women with mobility
6 impairments. As such, Class Members are housed in various areas throughout the
7 facility. CRDF provided documentation indicating that town hall meetings were
8 conducted in each area where Class Members were housed for the months of
9 April and July 2023. More than one town hall meeting was conducted per month in
10 most housing areas, and the town hall meetings were conducted at different times
11 of the day to reach more Class Members.

12 Most Class Members at TTCF are housed in modules 232 and 272. As such,
13 TTCF was required to submit meeting minutes indicating that town halls were
14 conducted in those housing areas for the months of April and July 2023.
15 Documentation provided indicates that all required town hall meetings were
16 conducted.

17 In prior years, Class Members at MCJ were generally housed on the 7000
18 and 8000 floors. A large portion of Class Members are now housed in several areas
19 outside of the 7000 and 8000 floors. The Department did not account for the
20 expansion of Class Member housing locations at MCJ in its self-assessment and

1 only provided documentation indicating that all required town hall meetings were
2 held on the 7000 and 8000 floors.

3 The OIG spoke with Class Members at CRDF, TTCF, and MCJ regarding
4 town hall meetings and whether the availability of programming was discussed
5 during those meetings. Most Class Members were not aware of what a town hall
6 meeting was, let alone reporting having had participated in one. Upon explaining
7 the concept of a town hall meeting, many Class Members advised that staff do
8 come around periodically and generally ask if they have any questions or concerns.
9 In fact, Class Members housed on the 7000 and 8000 floors of MCJ lauded staff
10 members' efforts to address questions or concerns. However, the vast majority of
11 Class Members who spoke with the OIG reported not having been notified of
12 available programming by staff during these town halls.

13 The Department was unable to demonstrate that town hall meetings were
14 conducted in all Class Member housing areas and that information regarding all
15 available programming was provided during town hall meetings. Defendants have
16 achieved partial compliance with this provision. Greater efforts should be made to
17 advertise town hall meetings and to ensure that Class Members are aware of the
18 purpose of the meetings, including that pertinent information is presented
19 regarding programming for Class Members.

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

2 **Provision B.4 – Thermal Clothing – Substantial Compliance as of**

3 **December 8, 2023**

4 Under paragraph 4 of section B of the Agreement,
5 “Class Members who have been prescribed thermal clothing as a
6 reasonable accommodation for their disability so that they may
7 participate in outdoor recreation will be provided warm coats and/or
8 thermal clothing. LASD shall inform Class Members that they may
9 request thermal clothing as a reasonable accommodation and shall
10 develop and distribute a unit order to ensure that all LASD personnel
11 are aware of this policy.”⁷

12 As previously reported, the Department indicated that it would provide all Class
13 Members with thermals, including tops and bottoms, without requiring a
14 prescription, which exceeds the requirements set forth in the Agreement. The
15 corresponding compliance measures require CCSB and the OIG, through regular
16 site visits and interviews with Class Members and custody personnel, to confirm

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20 ⁷ 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 that relevant housing locations maintain an adequate supply of thermal clothing
2 and that all Class Members are provided with thermal tops and bottoms.

3 The previous version of the *Johnson* policy, which was implemented before
4 the Department committed to providing thermal clothing to all Class Members,
5 required that Class Member who have been prescribed thermal clothing as a
6 reasonable accommodation receive thermal clothing. As discussed in the *Seventh*
7 *Implementation Status Report*, this requirement was removed from the *Johnson*
8 policy in the previous report period. Although the requirement set forth in the
9 previous version was not consistent with current practice, the removal of the
10 provision left no mention of the requirement to provide Class Members with
11 thermal clothing in the CDM, regardless of a prescription. In September 2023, the
12 Department updated the *Johnson* policy to reflect its current practice. The updated
13 *Johnson* policy states, “[i]nmates with mobility and/or sensory impairments shall
14 receive thermal clothing as a reasonable accommodation for their disability.
15 Custody personnel shall ensure inmates classified as such receive thermal clothing
16 upon their arrival to an ADA housing module, and exchange soiled thermals with
17 clean thermals during weekly laundry exchange.”⁸

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19 ⁸ On July 11, 2023, the Los Angeles County Board of Supervisors approved a motion requiring
20 the Department to provide thermal tops and bottoms to any person in custody who requests them.
As a result, the Department committed to providing thermal tops and bottoms to every person in
custody who is eligible to receive them.

1 On December 8, 2023, the Department provided the OIG with a self-
2 assessment indicating that it had achieved substantial compliance with this
3 provision. The self-assessment contains e-UDAL records and e-mails reports of
4 thermal clothing distributions and/or exchanges from April 1, 2023, to September
5 30, 2023, for all relevant housing locations. It also contains a total of 21 CCSB
6 spot check reports reflecting that from April through September 2023, CCSB
7 personnel conducted monthly spot checks of each relevant housing location to
8 determine whether Class Members were provided thermal clothing, relevant
9 housing locations maintained an adequate supply of thermal clothing, and/or
10 thermal clothing exchanges were being carried out as scheduled.

11 CCSB conducted a final assessment on October 2, 2023, and concluded that
12 Class Members in all relevant housing locations were consistently provided with
13 thermals tops and bottoms. CCSB noted that most Class Members who were
14 interviewed expressed satisfaction with the thermal distribution and exchange
15 process. Lastly, CCSB indicated that it identified areas for improvement through
16 its spot checks such as the availability of larger sizes (4X, 5X, and 6X) and training
17 opportunities for new and overtime deputies on thermal distribution and exchange
18 processes, as well as documentation requirements.

19 CCSB's findings mirrored many of the OIG's observations during its site
20 visits. Of the 114 Class Members interviewed by OIG staff, 110 – or 96 percent –

1 reported having received thermal tops and bottoms. Some Class Members stated
2 that, although they had received thermal clothing, sizing availability was
3 inconsistent during laundry exchange. The four Class Members who reported not
4 having received thermal tops and/or bottoms at the time of the interview were
5 housed in areas of MCJ outside of the 7000 and 8000 floors or areas of TTCF
6 outside of modules 232 and 272. Two of the four Class Members reported not
7 having received a thermal top and bottom and one Class Member reported not
8 having received a thermal bottom. The remaining Class Member reported that he
9 had turned in his thermals during laundry exchange but was not provided with a
10 clean set. Thermal storage closets in ADA housing areas had adequate supplies of
11 thermal tops and bottoms available for distribution.

12 The Department has made a marked improvement in the distribution of
13 thermal clothing at MCJ, TTCF, and CRDF. CCSB should continue to take an
14 active role in conducting and documenting spot checks and briefing custody
15 personnel on thermal distribution and exchange processes. The Department should
16 improve the availability of larger sizes, particularly at laundry exchange.
17 Defendants have achieved substantial compliance with this provision.

18 **SECTION C – Physical Accessibility**

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

20 **Partial Compliance**

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

10 As reported in the *Inspector General’s Fifth Implementation Status Report*,
11 on September 5, 2019, Defendants retained a physical-plant expert to evaluate the
12 installations and physical-plant modifications required under provision C.4(f)
13 (Additional Grab Bars and Shower Benches) and C.4(g) (Construction of
14 Accessible Beds) at MCJ, TTCF, and CRDF. On November 4, 2019, the physical-
15 plant expert conducted an on-site evaluation at CRDF; however, due to unforeseen
16 circumstances, the physical-plant expert was unable to complete the remaining on-
17 site evaluations of MCJ and TTCF.

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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 On April 10, 2023, Defendants retained Michael P. Gibbens to serve as the
2 physical-plant expert and assist the OIG and the Parties in evaluating compliance
3 with provisions C.4(f) (Additional Grab Bars and Shower Benches) and C.4(g)
4 (Construction of Accessible Beds).¹⁰ The physical-plant expert completed on-site
5 evaluations of MCJ, TTCF, and CRDF on April 24 and 25, 2023.¹¹ The OIG and
6 the Parties are awaiting the expert’s report.¹² Defendants remain in partial
7 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
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17 ¹⁰ Michael P. Gibbens, CASp, ICC, ACE, ACD, is a nationally recognized author, instructor and
18 consultant on the interpretive and technical aspects of disabled accessibility compliance in
19 commercial and residential applications for both public and private sectors.

20 ¹¹ 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.

¹² On February 16, 2024, Defendants’ counsel reported that Mr. Gibbens had prior commitments
that caused delays in finalizing this report.

1 Class Members on June 8, 2017. The Department continues to house Class
2 Members in TTCF module 272.

3 The Department provided documentation that all 96 beds in the housing
4 module meet ADA requirements. However, the accompanying toilet and shower
5 modifications have not yet been ADA certified. In order to achieve substantial
6 compliance with this provision, a physical-plant expert must conduct an evaluation
7 and determine that all modifications to the toilet and shower areas used by the
8 occupants of the 96 beds comply with ADA requirements.

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

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

13 **Provision D.1 – Initial Decisions and Ongoing Evaluations Made by LASD**
14 **Medical Professionals – Sustained Compliance on February 15, 2024.**
15 **No Further Monitoring.**

16 Under paragraph 1 of section D of the Agreement, “[i]nitial decisions and
17 ongoing evaluations regarding Class Members’ need, if any, for the use of a
18 mobility assistive device are and will continue to be made by LASD medical
19 professionals.” The Department and CHS promulgated policy consistent with this
20 provision, and initial decisions and ongoing evaluations continue to be conducted

1 by CHS medical professionals. The Agreement also provides that initial decisions
2 and ongoing evaluations should be conducted “in accordance with established
3 medical standards,” which, as previously reported, must be determined by a
4 medical expert.

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

10 As reported in the *Inspector General’s Sixth Implementation Status Report*
11 (“*Sixth Implementation Status Report*”), the medical expert reviewed electronic
12 medical records, health service requests and grievances, selected booking and legal
13 records, photographs, and/or CCTV footage regarding a total of 40 Class Members
14 and determined that the provision of mobility assistive devices was reasonable,
15 necessary, and appropriate in all cases reviewed and that initial decisions and
16 ongoing evaluations met established medical standards. As a result, Defendants
17 achieved substantial compliance with this provision on May 25, 2022. The OIG
18 noted that, in order for Defendants to achieve sustained compliance, the medical
19 expert must review additional records regarding relevant Class Members to
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1 determine that initial decisions and ongoing evaluations continue to meet
2 established medical standards.

3 The medical expert conducted a review of additional records during this
4 reporting period. The population of records consisted of all 16 Class Members who
5 requested, or were referred for, a secondary review during the period of April 2022
6 through September 2022. The medical expert determined that the provision of
7 mobility assistive devices was reasonable, necessary, and appropriate in all cases
8 reviewed and that initial decisions and ongoing evaluations met established
9 medical standards. On November 14, 2023, the medical expert met with personnel
10 from LASD, CHS, and the OIG, and counsel for Defendant’s to discuss his
11 findings and answer questions. On February 15, 2024, the medical expert issued a
12 final report memorializing his findings. *See* Attachment 2. No recommendations
13 for improvement were noted in the report. Defendants have achieved sustained
14 compliance with this provision, and the OIG will no longer monitor compliance
15 with this provision for purposes of the Agreement.

16 **Provision D.2 – Secondary Reviews – Sustained Compliance on**
17 **February 15, 2024. No Further Monitoring.**

18 Under paragraph 2 of section D of the Agreement,
19 “[i]n an event a Class Member disputes a decision made by LASD
20 Medical Professionals regarding the need, if any, for a mobility

1 assistive device, the Class Member may receive a secondary review of
2 the determination regarding his or her need for a mobility assistive
3 device and/or the type of device requested. (a) The secondary review
4 will be conducted by the Chief Physician or his/her designee; and (b)
5 The secondary review will include an independent evaluation.”

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

10 As reported in the *Sixth Implementation Status Report*, the medical expert
11 reviewed electronic medical records, health service requests and grievances,
12 selected booking and legal records, photographs, and/or CCTV footage regarding
13 all 38 Class Members who requested secondary reviews during the period of
14 September 2020 through February 2021 and determined that the secondary reviews
15 met established medical standards. All the secondary reviews were independent
16 evaluations conducted by different medical professionals than those who made the
17 initial decision regarding the need for a mobility assistive device and/or the type of
18 device requested. As a result, Defendants achieved substantial compliance with
19 this provision on May 25, 2022. The OIG noted that, in order for Defendants to
20 achieve sustained compliance, the medical expert must review records regarding

1 relevant Class Members for one additional reporting period and determine that
2 secondary reviews continue to meet established medical standards.

3 As discussed above under provision D.1, the medical expert reviewed
4 records regarding all 16 Class Members who requested, or were referred for, a
5 secondary review during the period of April 2022 through September 2022.¹³ Of
6 the 16 Class Members, 12 received a secondary review.¹⁴ The medical expert
7 determined that the secondary reviews met the established medical standards. All
8 12 secondary reviews were independent evaluations conducted by different
9 medical professionals than those who made the initial decision regarding the need
10 for a mobility assistive device and/or the type of device requested. Secondary
11 reviews generally occurred within four days of the initial evaluation, with only one
12 occurring nine days after. Defendants have achieved sustained compliance with
13 this provision, and the OIG will no longer monitor compliance with this provision
14 for purposes of the Agreement.

15 **Provision D.4 – Tracking Complications – Sustained Compliance on February**
16 **15, 2024. No Further Monitoring.**

17 Under paragraph 4 of section D of the Agreement,

18 _____

19 ¹³ CHS noted that Class Members will often be referred for a secondary review automatically
regardless of the outcome of the initial evaluation.

20 ¹⁴ Four Class Members did not receive a secondary review due to various reasons, including
having received the requested device during the initial evaluation, refusing a secondary review, or
being released prior to receiving a secondary review.

1 “Defendants have policies and guidelines for tracking complications
2 common to inmates with mobility impairments and Defendants agree
3 to continue to track such complications using existing policies and
4 guidelines. Defendants do not currently have the ability to run searches
5 and provide statistics about assistive device usage to Plaintiffs’ counsel,
6 but may have this ability in the future once the LASD’s medical records
7 system is fully upgraded – this process is underway. Defendants agree
8 to provide statistics from the upgraded system, to the extent feasible,
9 when the upgrades are completed.”

10 As discussed in the *Inspector General’s Second Implementation Status Report*, the
11 OIG approved an alternative implementation plan for CHS to conduct thorough
12 qualitative reviews of available information, including medical records and
13 grievances, on a semi-annual basis to identify complications common to mobility-
14 impaired Class Members, specifically the paraplegic population. CHS and the OIG
15 agreed that these reviews, if completed regularly and appropriate corrective action
16 is taken, are an effective means of identifying and tracking complications. On
17 April 25, 2019, CHS provided the OIG with an updated duty statement for the
18 Compliance Nurse Coordinator, which requires that on a semi-annual basis, the
19 Compliance Nurse Coordinator conduct a review of complications experienced by
20 the paraplegic population. The duty statement provides a detailed description of the

1 procedure for conducting the review and requires an analysis of several data
2 sources, including Class Member grievances and medical records.

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

16 During this reporting period, the medical expert reviewed electronic medical
17 records, custody grievances, and health service requests regarding 11 Class
18 Members included in retrospective reviews for the second quarter of 2021, third
19 quarter of 2021, and the first quarter of 2022 and found no issues with the tracking
20 and treatment of complications. The medical expert noted that CHS has an

1 excellent mechanism in place for conducting ongoing retrospective reviews.
2 Defendants have achieved sustained compliance with this provision, and the OIG
3 will no longer monitor compliance with this provision for purposes of the
4 Agreement.

5 **SECTION G – Grievance Form**

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

7 Under paragraph 2 of section G of the Agreement, “[a]ll grievances
8 involving mobility assistive devices and the physical accessibility of the Jail shall
9 be designated ‘ADA’ grievances even if the inmate who filed the grievance did not
10 check the ‘ADA’ box.” The corresponding compliance measures require LASD
11 and CHS to promulgate policy consistent with the provision, to provide a list of
12 ADA-related grievances for a one-month period selected by the OIG, and to show
13 that those grievances were properly designated “ADA” grievances.¹⁵ As previously
14 reported, LASD created several policies related to this provision, including the
15 *Johnson* policy and CDM section 8-03/030.00, “ADA-Related Requests and
16 Grievances.” For this reporting period, the OIG selected the period of May 2023.

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18 ¹⁵ Pursuant to the compliance measures, the population of “ADA-related grievances” includes
19 grievances on which the incarcerated person marked the ADA box or used any of the following
20 terms: ADA, mobility, accommodation, wheelchair, crutch, prosthetic, cane, and walker, wheel,
chair, wheel/chair, disability, grab bars, accessible showers, accessible toilet, shower bench,
lower bunk, brakes, footrests, prosthesis, cane, walker, crutches, armrest, personal wheelchair,
orthopedic shoes, and secondary review.

1 In order to achieve substantial compliance, 90 percent of ADA-related grievances
2 identified must be properly designated as “ADA.”

3 On December 8, 2023, the Department provided the OIG with a self-
4 assessment indicating that Defendants remain in partial compliance with this
5 provision. The Department reports that 6 ADA-related grievances were identified
6 out of 525 grievances in the Custody Automated Reporting and Tracking System
7 (“CARTS”) for May 2023. The Department claims that 83 percent of the ADA-
8 related grievances were designated properly. However, only one of the six sampled
9 grievances was designated as “ADA.” The remaining five grievances were
10 designated as “Property,” “A staff member,” “Service related – Procedural,” (two
11 grievances were designated as such), and “Other – Administrative,” a compliance
12 rate of approximately 17 percent.

13 In addition, the Department’s self-assessment appears to be based on
14 incomplete data. In May 2023, the Department and CHS utilized a multi-category
15 designation system for grievances within CARTS for handling grievances where
16 Department personnel resolve ADA-related custody grievances and CHS personnel
17 resolve ADA-related medical grievances. The self-assessment contained ADA-
18 related custody grievances; however, no ADA-related medical grievances were
19 included in the sample population.

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1 CARTS was decommissioned in July 2023 and replaced with the newly
2 developed Custody Inmate Grievance Application (“CIGA”). The OIG was not
3 consulted during the development of CIGA to ensure that the system processes and
4 designation of grievances are in compliance with the terms of the Agreement and
5 that the system is designed to improve tracking and thus, over time, achieve
6 sustained compliance with the Agreement. During recent conversations with
7 Department personnel, the OIG was advised that CIGA requires personnel to
8 designate each grievance into only one category and certain categories, such as a
9 grievance against staff, must be prioritized. For example, if a Class Member
10 submits an ADA-related complaint regarding a mobility assistive device that
11 involves a grievance against staff, it must be designated as a grievance against staff
12 and not as “ADA.” This directly conflicts with the requirements set forth in
13 provision G.2.

14 In November 2020, CHS discontinued the use of the “ADA (Medical)”
15 designation in CARTS and began to utilize a designation titled “Medical Services
16 (including ADA)” for all medical grievances, including ADA-related medical
17 grievances. Designating ADA-related medical grievances as “Medical Services
18 (including ADA)” along with all other medical grievances circumvents the terms
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1 of this provision and violates the terms of provision G.4.¹⁶ The OIG was not
2 notified of this change prior to implementation. The OIG reported on this issue in
3 the *Sixth Implementation Status Report* and *Seventh Implementation Status Report*.

4 In February 2024, OIG staff spoke with CHS personnel regarding the
5 tracking and processing of ADA-related grievances and was advised that CHS is
6 not currently using CIGA due to ongoing technical issues. CHS personnel reported
7 that the Department did not notify CHS in advance of decommissioning CARTS,
8 nor was CHS involved in any discussions during the development of CIGA. As a
9 result, CHS has had to manually process and track physical grievance forms. The
10 Department and CHS are working on resolving the technical issues.

11 Nearly nine years into the implementation of the Agreement, the Department
12 has made little to no progress towards achieving substantial compliance with the
13 requirements of this provision. It is unclear whether the failure to adopt processes
14 that prioritize meeting the requirements are due to a lack of understanding of the
15 requirements or a willful failure to comply. In order to achieve substantial
16 compliance, the Department and CHS must designate ADA-related custody
17 grievances and ADA-related medical grievances as “ADA,” regardless of whether

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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 the person in custody checked the “ADA” box, and properly distinguish such
2 grievances from all other grievances consistent with the terms of the Agreement.
3 Defendants remain in partial compliance.

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

5 Under paragraph 3 of section G of the Agreement, “[t]he response time for
6 ADA grievances will be no more than that allowed under the standard grievance
7 policy.” The corresponding compliance measures require that LASD promulgate
8 policy consistent with this provision and to provide a list of ADA-related
9 grievances for a one-month period selected by the OIG.¹⁷ In order to achieve
10 substantial compliance, 90 percent of the grievances must be responded to within
11 15 days. The OIG selected the period of July 2023.

12 As previously reported, the Department created policies consistent with this
13 provision, including CDM section 8-03/005.00, “Inmate Grievances,” CDM
14 section 8-03/030.00, “ADA-related Requests and Grievances,” and CDM section
15 8-04/040.00, “Time Frames.” These policies require a response time of 15 days for
16 all non-emergency ADA grievances and 5 days for emergency grievances. CHS

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18 ¹⁷ Pursuant to the compliance measures, the population of “ADA-related grievances” includes
19 grievances on which the incarcerated person marked the ADA box or used any of the following
20 terms: ADA, mobility, accommodation, wheelchair, crutch, prosthetic, cane, and walker, wheel,
chair, wheel/chair, disability, grab bars, accessible showers, accessible toilet, shower bench,
lower bunk, brakes, footrests, prosthesis, cane, walker, crutches, armrest, personal wheelchair,
orthopedic shoes, and secondary review.

1 policy M12.04, “Grievances – Health Care and Against Staff,” requires that all
2 medical grievances be analyzed within 24 hours to determine whether there is an
3 urgent or emergent medical condition that requires immediate attention. If not, the
4 response timeframe for medical grievances is 15 days, as with Department policy.
5 CHS reports that a grievance is considered to have been “responded to” within the
6 appropriate 15-day timeframe when a supervising nurse reviews the grievance and
7 makes a referral for a provider evaluation.

8 On December 8, 2023, the Department provided the OIG with a self-
9 assessment indicating that Defendants remain in partial compliance with this
10 provision. The Department queried CIGA and identified 22 records from July 2023
11 based on the search criteria outlined in the compliance measures. Of the 22
12 records, 6 were deemed to be ADA-related custody grievances. The Department
13 excluded the remaining 16 records based on the determination that 13 were ADA-
14 related request and not grievances and 3 did not involve a mobility impaired Class
15 Member.¹⁸ None of the grievances were deemed emergent. The self-assessment
16 concludes that only 3 – or 50 percent – of the 6 grievances were responded to
17 within the required 15-day timeframe.

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20 ¹⁸ The OIG reviewed all 16 records that were excluded by the Department and agreed with all but one of the determinations.

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1 The Department’s self-assessment appears to be based on incomplete
2 information. No ADA-related medical grievances were included in the sample
3 population. In prior years, the Department would coordinate with CHS to obtain
4 pertinent information regarding ADA-related medical grievances and include such
5 information in the self-assessment. The Department failed to coordinate with CHS
6 during this reporting period. Defendants remain in partial compliance with this
7 provision.

8 **SECTION H – Accommodations**

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

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

18 As previously reported, the *Johnson* policy includes language consistent with the
19 terms of this provision.

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1 During this reporting period, several Class Members with mobility assistive
2 devices other than wheelchairs expressed difficulties with boarding the Sheriff’s
3 Department’s buses for transport to and from the jails.¹⁹ Boarding the buses
4 requires climbing up two steps and walking down a narrow aisle. Class Members
5 reported that they are not always allowed to keep their mobility assistive devices
6 when boarding the buses and that oftentimes one or both of their hands remain
7 chained. As a result, Class Members reported struggling to climb the stairs and
8 steady themselves while boarding the buses, as well as struggling to walk down the
9 aisle without adequate support. Of particular concern, Class Members with
10 significant mobility limitations or disabilities that result in severe pain at times are
11 faced with the untenable decision to risk their safety and board the buses or miss
12 their court hearing. It is commonly understood amongst Class Members that the
13 Department will deem them as a “court refusal” and report this to the courts
14 regardless of whether the refusal was due to their inability to board the buses
15 safely.

16 The OIG met with Department and CHS leadership and counsel for
17 Defendants on August 2, 2023, and August 16, 2023, to discuss these concerns.

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20 ¹⁹ Pursuant to provision K.1, which has since been found in sustained compliance and severed from the Agreement, the Sheriff’s Department transports Class Members who use wheelchairs in accessible vans.

1 The Department reported that it would conduct an inquiry into these concerns and
2 work closely with CHS to ensure that Class Members receive appropriate
3 accommodations.²⁰ Despite the Department’s commitments, the OIG continues to
4 receive complaints from Class Members regarding transportation.

5 A number of issues regarding the provision of accommodations at MCJ have
6 re-emerged during this reporting period. In prior years, Class Members at MCJ
7 were generally housed on the 7000 and 8000 floors. During this reporting period, a
8 significant portion of MCJ Class Members were housed in several areas outside of
9 the 7000 and 8000 floors.²¹ Class Members who are housed in those areas are
10 prescribed mobility assistive devices other than wheelchairs and require varying
11 types of accommodations.

12 In speaking with Class Members housed in these areas outside of 7000 and
13 8000, it became apparent that the Department did not consider Class Members’
14 needs for accommodations when expanding the number of housing areas. For
15 example, Class Members reported facing architectural barriers. The showers in
16 housing areas outside of the 7000 and 8000 floors at MCJ lack grab bars and
17 shower benches. As a result, several Class Members reported difficulties with

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19 ²⁰ During the meetings, the OIG requested that the Department provide the OIG with an update
on how it intends to address these concerns. The OIG has yet to receive an update.

20 ²¹ For example, on January 24, 2024, 52 of the 206 (25 percent) Class Members at MCJ were
housed in areas outside of the 7000 and 8000 floors.

1 steadying themselves while taking a shower. Class Members also reported
2 difficulties with entering and exiting the shower areas due to the presence of a
3 raised threshold intended to keep water in the shower area. The OIG inspected the
4 shower areas on the 2000 floor and noted that the threshold was high enough to
5 present significant challenges to those with mobility impairments and that no anti-
6 slip mats were present inside the shower area.

7 In addition, some Class Members housed in those areas were assigned top
8 bunks and expressed difficulties with getting up and down from the top bunk. In
9 fact, during one of the OIG's site visits, OIG personnel encountered a Class
10 Member who was sleeping on a mattress on the floor of his cell. When asked about
11 why he was sleeping on the floor, he advised that, due to his disability, he was
12 unable to get onto the top bunk, so his only choice was to sleep on a mattress on
13 the floor.

14 The OIG also encountered two Class Members who reported not having
15 received a cane despite being prescribed one. The OIG confirmed with CHS that
16 the two Class Members did in fact have active medical orders for canes at the time
17 the OIG met with the Class Members. CHS later reported that one of the Class
18 Members received a cane. The other Class Member's medical order for a cane
19 reportedly expired three days after the OIG's site visit so the Class Member was
20 never provided with a cane.

1 The OIG asked several of these Class Members if they had requested, either
2 orally or in writing, accommodations for the issues outlined above. Many reported
3 that they had, but that their issues were not addressed. Class Members also
4 reported that grievance, custody request, and/or health service request forms are
5 not always available in designated bins for Class Members to submit requests for
6 accommodations. The OIG conducted CCTV spot checks of nine bins located in
7 Class Member housing areas outside of the 7000 and 8000 floors to determine
8 whether grievance, custody request, or health service request forms were
9 available.²² CCTV footage from 5 days was reviewed for each of the 9 grievance
10 bins, totaling 45 spot checks.²³ Of the 45 spot checks, 9 – or 20 percent – revealed
11 that grievance, custody request, and/or health service request forms were available
12 in the bins. The remaining 36 spot checks revealed empty bins. While it is
13 important to note that housing areas typically have more than one bin and that the
14 OIG was unable to locate every bin in each of the housing areas reviewed due to
15 limited CCTV viewing angles, the findings support Class Members’ complaints
16 regarding the lack of availability of grievance, custody request, and/or health
17 service request forms.

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19 ²² The bins reviewed were located in the following areas of MCJ: 2200, 2300, 2400, 2500, 2700,
3300, 3600, 3800, and the 5300/5400 hallway.

20 ²³ CCTV footage from the following days were reviewed: July 19, 2023, August 14, 2023,
December 20, 2023, January 24, 2024, and February 26, 2024.

1 MCJ Class Members housed on the 7000 and 8000 floors also reported
2 facing architectural barriers. OIG staff encountered Class Members with
3 wheelchairs and other mobility assistive devices who were housed in cells without
4 grab bars or dorms without grab bars in the dorm shower area. Although there are
5 dedicated ADA showers with grab bars and shower benches located on the 7000
6 and 8000 floors, some Class Members indicated that Department personnel do not
7 always provide them with the opportunity to use the dedicated ADA showers.

8 As reported in the *Sixth Implementation Status Report*, LASD leadership
9 agreed to issuing egg crate mattresses to all Class Members, regardless of whether
10 they had a prescription. On September 1, 2021, the Department distributed an
11 Informational Bulletin to staff that provides guidance on issuing and maintaining
12 egg crate mattresses for all Class Members. The OIG, through site visits and
13 interviews, found that the vast majority of Class Members who were housed on the
14 7000 and 8000 floors of MCJ, within modules 232 and 272 of TTCF, and
15 throughout CRDF, had received egg crate mattresses. However, almost no Class
16 Members housed in areas outside of the 7000 and 8000 floors of MCJ or modules
17 232 and 272 of TTCF had received egg crate mattresses. The Department should
18 provide additional training to all custody personnel regarding the requirement to
19 distribute egg crate mattresses to all Class Members, regardless of their housing
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1 assignment, and ensure that adequate supplies of mattresses are available for
2 distribution in all relevant housing locations.

3 The Department, in collaboration with CHS, should conduct a
4 comprehensive assessment of its Class Member population to ensure that all Class
5 Members are housed in appropriate areas of the jails and are receiving appropriate
6 accommodations in accordance with the terms of the Agreement. The Department
7 and CHS should also ensure that grievance and health service request forms are
8 readily available to all Class Members. Defendants remain in partial compliance
9 with this provision.

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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	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	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	Sustained Compliance
D.2	Secondary Reviews	Sustained Compliance
D.3	Assistive Device Leaflet	Severed
D.4	Tracking Complications	Sustained 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