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10 **Monitors**

11
12 **UNITED STATES DISTRICT COURT**
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
14

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

vs.

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

CASE NO. CV 08-03515 DDP

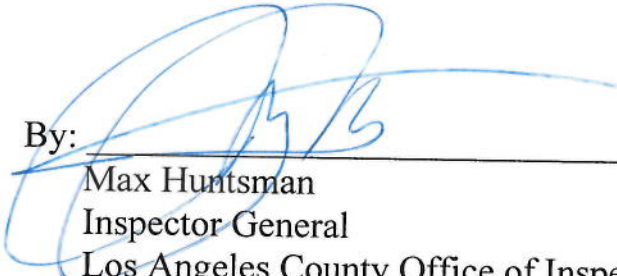
**INSPECTOR GENERAL'S
SECOND IMPLEMENTATION
STATUS REPORT**

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1 Pursuant to Section V, subsection M, of the Settlement Agreement (Agreement), the
2 Office of Inspector General (OIG), the Monitor appointed by this Court, submits the
3 attached Second Implementation Status Report (Report) evaluating the Defendants'
4 compliance with the terms of this Agreement. This report was prepared by the OIG
5 to provide "reasonable and regular reports" to the Parties and the Court. This is the
6 second of four (4) semi-annual reports anticipated for the duration of the
7 Agreement. The OIG is available to answer any questions the Court may have
8 regarding this Report and the Defendants' compliance with the Agreement.

9
10 Dated: June 30, 2017

Respectfully submitted,

11
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13 By: 

14 Max Huntsman
15 Inspector General
16 Los Angeles County Office of Inspector
17 General
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INSPECTOR GENERAL'S SECOND IMPLEMENTATION
STATUS REPORT

The Agreement in the above-captioned case provides that the OIG will prepare and submit periodic reports to the Plaintiffs and the Defendants (collectively referred to as "the Parties") and the Court evaluating the Defendants' compliance with the Agreement. The Defendants have agreed to implement system-wide reform of the Los Angeles County jail conditions of confinement for Class Members. The Agreement defines Class Members as "all present and future detainees and inmates with mobility impairments who, because of their disabilities, need appropriate accommodations, modifications, services, and/or physical access in accordance with federal and state disabilities law." The OIG filed with this Court the "Inspector General's First Implementation Status Report" on October 6, 2016. This Report, unless otherwise stated, takes into account all data collected and analyzed, and observations made from July 1, 2016, through March 31, 2017.

On August 24, 2016, after the exchange of multiple drafts over nine (9) months, the Parties agreed on compliance measures that would serve as a guideline for implementation of the terms of the Agreement and establish the OIG's minimum compliance standards. The measures were written based on the Department's predictions about policies, procedures, practices and systems that it intended to utilize or implement to ensure compliance with the terms of the Agreement. For

1 some compliance measures, the Department's information about existing or
2 available data and systems was limited or its predictions incorrect. Where necessary
3 to serve the interests of Class Members and the Department, and to promote
4 effective implementation of the Agreement, the OIG is willing to consider
5 alternative evidence as proof of compliance. Precisely how the Department proves
6 its compliance with each provision is less important than whether each provision is
7 effectively and sustainably implemented. Though the OIG is not rigid in its
8 consideration of the types of evidence that support compliance, all evidence
9 submitted must be valid and it must be sufficient to make a compliance
10 determination. For many of the provisions discussed in this report and others with
11 which the Department has not reported substantial compliance, the Department
12 provided data that was inaccurate, unverifiable, or otherwise insufficient.

13 The OIG will make a compliance finding for each provision based on the
14 degree to which each provision has been effectively and sustainably implemented.
15 A non-compliance (or NC) finding means that the Department has made no notable
16 progress in achieving compliance with any of the key components of the provisions.
17 A partial compliance (or PC) finding means that the Department has made notable
18 progress in achieving compliance with the key components of the provision. A
19 substantial compliance (or SC) finding means that the Department has met or
20 achieved all or nearly all of the components of a particular provision. A sustained
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1 compliance finding means that the OIG has monitored the provision twelve months
2 following its original finding of substantial compliance. If the Department has
3 sustained compliance for one year, the OIG will no longer monitor that provision.
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5 In this report, the OIG issues compliance findings for thirty-seven (37) of the
6 forty-nine (49) *Johnson* provisions. The Department has achieved Sustained
7 Compliance with two (2) provisions, Substantial Compliance with sixteen (16)
8 provisions, Partial Compliance with seventeen (17) provisions, and Non-
9 Compliance with two (2) provisions. Five (5) of the forty-nine (49) provisions were
10 documented as “completed” in the Agreement, and on January 11, 2017, the Parties
11 agreed, would not be subject to OIG monitoring. These five (5) provisions are listed
12 under the “Physical Accessibility” heading of the Agreement, paragraph 4,
13 subsections (a) through (e). In lieu of an OIG compliance determination, the
14 Plaintiffs agreed to tour the jail facilities identified in these provisions and observe
15 completed construction. On April 11, 2017, the Plaintiffs toured the jail facilities. In
16 a letter to the Department, dated April 26, 2017, Plaintiffs raised several concerns
17 regarding the quality and upkeep of the completed construction. The OIG is hopeful
18 that the Parties can resolve the issues raised in the Plaintiffs’ April letter but is
19 prepared to make compliance findings for these provisions as necessary. The
20 remaining provisions not addressed in this Report will be monitored once the
21 Department reports to the OIG that they have been fully implemented and are in
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CV 08-03515 DDP

1 substantial compliance.

2 The Department's Custody Compliance and Sustainability Bureau (CCSB)
3 has prepared self-assessment reports and provided additional documentation to aid
4 the OIG in making compliance determinations. A quality self-assessment should
5 contain necessary data, information, and analysis to support a compliance
6 determination. The Department's self-assigned compliance ratings should be based
7 on the Department's honest, thorough and good faith review of its implementation
8 progress. For some of the provisions, the Department successfully analyzed and
9 presented documentation of its own implementation progress. For other provisions,
10 the self-assessment reflects little or no analysis of its supporting documentation.
11 Self-assigned ratings of substantial compliance coupled with documentation, which
12 can only reasonably be interpreted as supporting partial compliance or non-
13 compliance findings, may undermine the credibility of the Department.

14 Additionally, many of the provisions with which the Department reports to be
15 in substantial compliance require analysis of population samples. The Department
16 assigned personnel from its Audits and Accountability Bureau (AAB) to aid CCSB
17 in validating CCSB's "internal assessment methods" for those provisions. Initially,
18 AAB's role was limited to verifying that correct formulas were utilized in
19 calculating samples. After reviewing the data and the documentation provided, the
20 OIG opined that AAB's role should increase, and the OIG is confident that the

1 quality of CCSB's self-assessments will improve going forward.

2 **IMPLEMENTATION STATUS OF AGREEMENT PROVISIONS**

3 **Provisions Deemed Substantially Compliant or Which Have Achieved**

4 **Sustained Compliance with the Agreement**

6 **1. Trusty Tasks – Substantial Compliance as of October 5, 2016**

7 Under the heading of "Programming," section A, paragraph 5 of the
8 Agreement, "Defendants further agree to provide Plaintiffs' counsel with a list of
9 the tasks that trustys regularly perform in Jail." On October 5, 2016, the Department
10 provided to the OIG a list of tasks regularly performed by jail workers. The same list
11 was provided to Plaintiffs on October 13, 2016.

14 **2. Identify Jobs – Substantial Compliance as of December 2, 2016**

15 Under the heading of "Programming," section A, paragraph 5 of the
16 Agreement, "[d]efendants further agree to identify some of the specific jobs that
17 Class Members may perform." On June 26, 2016, the Department issued revised
18 Unit Order #005 ("Conservation Work Program Procedures"). The Unit Order
19 outlines twenty-two (22) jail worker assignments "for all inmates, including inmates
20 with disabilities" and states that reasonable accommodations shall be made to enable
21 prisoners with disabilities to participate.

22 On November 1, 2016, the Department consulted with an occupational
23 therapist employed by Rancho Los Amigos Rehabilitation Center to evaluate trusty
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CV 08-03515 DDP

1 jobs and recommend possible accommodations that would increase job
 2 opportunities for Class Members. On December 5, 2016, the Department provided
 3 the therapist's report to the OIG for review. The report recommends
 4 accommodations for three mobility categories: trustys who use manual wheelchairs,
 5 trustys who use crutches or walkers and trustys with lower extremity mobility
 6 deficits who use no mobility aids. For example, the therapist recommended
 7 shortened handles for brooms, mops and dust pans for mobility impaired trustys in
 8 wheelchairs. As the OIG continues to monitor jobs available to class member
 9 workers, the OIG will verify whether or not the Department has implemented these
 10 additional recommendations.

14 At the time of the review, two (2) of the twenty-two (22) jobs listed in Unit
 15 Order #005 were not assessed in the therapist's report: (1) steam clean common
 16 areas, restrooms, and cells; and (2) provide inmate haircuts. The OIG recommends
 17 that the occupational therapist evaluate those two trusty assignments as well or
 18 explain why reasonable accommodations cannot be made for these jobs. Lastly, the
 19 OIG recommends that the Department reconcile Unit Order #005 and CDM section
 20 5-01/020.00 ("Inmate Worker Assignments") to reflect the same listed jobs.

23 3. Physical Therapy – Substantial Compliance as of February 21, 2017

24 Under the heading "Physical Therapy and Outdoor Recreation," section B,
 25 paragraph 1, subsection (c) of the Agreement, "[d]efendants further agree to make a
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1 good faith effort to obtain additional resources to bolster the availability of physical
2 therapy for all inmates, including Class Members." The compliance measures
3 require the Department to provide evidence to the OIG that it created a physical
4 therapist position and engaged in other good faith efforts to bolster the availability
5 of physical therapy in the jails.

7
8 On October 19, 2016, and January 4, 2017, the Department broadcast a
9 bulletin for an "immediate opening for Physical Therapist" on the Justice Data
10 Interface Controller (JDIC). JDIC is an electronic billboard that the Department uses
11 to post information that can be seen by other local, state and federal law
12 enforcement agencies. On March 9, 2017, the CCSB confirmed that the Physical
13 Therapist I job announcement was posted on the Los Angeles County Human
14 Resources website. The bulletin stated that the Department was experiencing a
15 shortage in recruitment for this position and, therefore, all new appointments would
16 be compensated at Step Five (5), rather than Step One (1), of the salary range.

17
18 On February 25, 2017, the jails' Chief Physician reported that six (6)
19 applicants were interviewed in the prior ten (10) months but all declined the
20 position. As of May 1, 2017, the Correctional Healthcare Director reported that the
21 physical therapy positions would be filled under the Department of Health Services,
22 Rancho Los Amigos Rehabilitation Center, and placed on a rotating schedule in the
23 jails with other Rancho Los Amigos therapists to ensure that physical therapy is
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1 available to those who need it.

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3 **4. Outdoor Recreation Time – Substantial Compliance as of**
4 **November 8, 2016**

5 Under the heading “Physical Therapy and Outdoor Recreation,” section B,
6 paragraph 2 of the Agreement,
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8 The LASD will continue to count outdoor recreation time for Class Members
9 from when the inmates arrive at the recreation area, not when they leave their
10 housing location. LASD shall develop and distribute a unit order to ensure
11 that all LASD personnel are aware of this policy.
12

13 The corresponding compliance measures require the Department to promulgate
14 policy consistent with the provision. On June 30, 2016, the Department
15 implemented CDM section 5-12/005.10, “Handling of Inmates with Mobility and/or
16 Sensory Impairments” (*Johnson* policy) which covers many of the *Johnson* related
17 provisions. Specific to this provision, the *Johnson* policy states, “For record-
18 keeping purposes, the inmates’ recreation time begins when inmates arrive at the
19 recreation location.” On February 2, 2016, the Department provided the OIG with a
20 copy of the Assistive Device Leaflet (ADL) that contains similar language.
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23 To ensure that the policy is being adhered to, OIG personnel conducted site
24 visits, interviewed Department personnel, and reviewed CCTV footage of outdoor
25 recreation movement. On the day shift of July 26, 2016, and the evening shift of
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1 October 18, 2016, OIG personnel visited Men's Central Jail (MCJ) 6000, 7000, and
 2 8000 floors, where class members are housed. On the day shift of October 25, 2016,
 3 OIG personnel visited Central Regional Detention Facility (CRDF).¹ On the day
 4 shift of November 3, 2016, OIG personnel visited Twin Towers Correctional
 5 Facility (TTCF) module 232, pods A through F, where class members are housed.
 6 All Department personnel interviewed communicated to the OIG their
 7 understanding of the Department policy and represented that their practice is to
 8 begin counting outdoor recreation time when prisoners reach the recreation area, not
 9 when they leave their housing location.

10 On November 8, 2016, OIG personnel reviewed CCTV video of outdoor
 11 recreation time for the above listed housing locations for the week of October 30 to
 12 November 5, 2016. The video reviewed indicated that outdoor recreation began
 13 when prisoners' arrived at the recreation area.

14 **5. Construction Plans – Substantial Compliance as of November 7, 2016**

15 Under the heading "Physical Accessibility," section C, paragraph 5 of the
 16 Agreement, "Construction plans for the facilities to be constructed in the TTCF will
 17 be shared with Class Counsel for review and input. Class Counsel will not, however,
 18 have the authority to veto any portion of the plans." Although a meeting has not

19 ¹ Unlike MCJ and TTCF, Class Members are housed throughout CRDF.

1 taken place, the Department has made the plans available to Plaintiffs and they have
2 agreed to meet. On November 7, 2016, OIG personnel viewed the construction
3 plans for the ninety six (96) accessible beds at TTCF.
4

5 **6. Tracking Complications – Substantial Compliance as of April 12,**
6 **2017**

7 Under the heading “Use of Mobility Devices,” section D, paragraph 4 of
8 the Agreement provides,
9

10 As set forth in this Agreement in Section ‘M’ below, Defendants have
11 policies and guidelines for tracking complications common to inmates
12 with mobility impairments and Defendants agree to continue to track such
13 complications using existing policies and guidelines. Defendants do not
14 currently have the ability to run searches and provide statistics about
15 assistive device usage to Plaintiffs’ counsel, but may have this ability in
16 the future once the LASD’s medical records system is fully upgraded –
17 this process is underway. Defendants agree to provide statistics from the
18 upgraded system, to the extent feasible, when the upgrades are completed.
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23 The Department now reports that the Cerner system, which was the upgraded
24 system identified in the Agreement, is a patient-centric data system that was not
25 designed for tracking the data required in this provision. This assertion is consistent
26 with information that the OIG obtained via monitoring on February 28, 2017.
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1 Because Cerner is unable to capture the data required, the OIG approved the
2 new Correctional Health Services (CHS) to conduct a thorough qualitative review of
3 medical records to identify complications common to mobility impaired Class
4 Members. On April 12, 2017, the Department and the OIG met with CHS staff to
5 discuss the results of their "standardized retrospective review" which included data
6 related to complications. The OIG determined that these reviews, if completed
7 regularly and if corrective action is taken, are an effective means of identifying and
8 treating complications. Consequently, CHS has implemented a new policy that
9 requires Standardized Retrospective Reviews semi-annually for Class Members with
10 paraplegia (a population which was identified during the review as requiring
11 additional care) and bi-annually for all other Class Members.
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16 **7. Training in Complications Attributable to Wheelchair Use –**
17 **Substantial Compliance as of December 13, 2016**

18 Under the heading "Use of Mobility Devices," section D, paragraph 5 of the
19 Agreement,
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21 Within 60 days of the effective date, Defendants agree to investigate the
22 availability of, and seek the provision of, training for LASD medical
23 professionals from Rancho Los Amigos regarding wheelchair seating to
24 reduce complications commonly attributable to wheelchair use.
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1 Among other requirements, the compliance measures require the Department
2 to provide training curriculum and attendance rosters for each training conducted.

3 The Department initially provided copies of attendance rosters for initial
4 trainings conducted in December 2013 and 2015, but those trainings did not address
5 wheelchair seating as required in the provision. On December 13, 2016, the
6 Department conducted training for Department personnel and medical professionals,
7 which covered instructions on "wheelchair seating to reduce complications
8 commonly attributable to wheelchair use" and provided documentation of the
9 training as required.

13 **8. Maintenance of the Wheelchair Repair Shop – Substantial**

14 **Compliance as of September 20, 2016**

15 Under the heading "Wheelchair and Prostheses," section E, paragraph 1 of the
16 Agreement, "[m]aintenance will include the use of the preexisting wheelchair repair
17 shop at the Pitchess Detention Center."

18 The Department provides semi-annual updates regarding the operation of the
19 wheelchair repair shop, which continues to operate consistent with the Agreement.
20 On September 20, 2016, OIG personnel visited the wheelchair repair shop and met
21 with Pitchess Detention Center supervisors and the Wheelchair Repair Shop civilian
22 instructor. The OIG verified that the repair shop operates five (5) days per week
23 from 8:00 a.m. to 2:00 p.m. and is staffed with two prisoner workers and a civilian
24

1 instructor who repair approximately twenty-five (25) wheelchairs per month.

2 **9. Installing RFID Transmitters – Substantial Compliance as of**
3 **January 5, 2017**
4

5 Under the heading “Wheelchair and Prostheses,” section E, paragraph 1 of the
6 Agreement, “Defendants agree to track wheelchairs, their issuance and their
7 conditions, using RFID transmitters on a pilot basis.” The compliance measures for
8 this provision require the Department to semi-annually update the OIG on the status
9 of the use of RFID transmitters.
10

11 The Department reports that it will utilize RFID transmitters on a permanent
12 basis. On August 12, 2016, and January 5, 2017, the Defendants provided the OIG
13 with updates on the use of RFID transmitters to track wheelchairs. In the January
14 update, the Department represented that eighty-six (86) percent of the wheelchairs
15 were fitted with RFID transmitters. When the RFID transmitter is damaged or
16 removed, the information is captured in an Excel spreadsheet and a new RFID
17 transmitter is installed. The RFID transmitters are operational in TTCF, MCJ and
18 CRDF. OIG personnel have visited these facilities and have observed wheelchairs
19 equipped with RFID transmitters. In order for the Department to achieve a finding
20 of sustained compliance, the OIG has required that the Department attach
21 documentation and information that reflects RFID movement.
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CV 08-03515 DDP

**10. Policy Regarding Assistive Devices – Substantial Compliance as of
December 2, 2016**

Under the heading “Wheelchairs and Prostheses,” section E, paragraph 3 of the Agreement, the Department is required to “codify in written policies and procedures existing practices governing the release of Class Members who need assistive devices but do not have personal assistive devices available to them upon release.” On January 13, 2014, the Department created an Inmate Reception Center (IRC) Unit Order #5-01/011.00 (“Release of Inmates with Special Needs or Mobility Impairment”) and on April 28, 2014, created a CRDF Unit Order #5-25-030 (“Release of Inmates with Mobility Impairments”) related to this provision. On December 2, 2016, the Department shared this document with the Plaintiffs.

**11. ADA Coordinator(s)’ Authority – Substantial Compliance as of
October 31, 2016**

Under the heading “ADA Coordinators,” section F, paragraph 2 of the Agreement,

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

CV 08-03515 DDP

1 The *Johnson* policy includes language consistent with this provision. To
2 ensure that the Department is complying with this aspect of the policy, between
3 October 1, 2016, and October 31, 2016, OIG personnel interviewed each of the eight
4 (8) ADA coordinators, seven (7) assigned to the jail facilities and one centralized
5 coordinator assigned to the Department's Medical Services Bureau. Each
6 coordinator confirmed that he or she has the authority to make recommendations
7 and bring issues to the attention of Department executives consistent with the terms
8 of the Agreement.
9

11 **12. Training ADA Coordinators – Substantial Compliance as of**
12
13 **November 29, 2016**

14 Under the heading "ADA Coordinators," section F, paragraph 3 of the
15 Agreement, "[p]laintiffs will assist in training the ADA coordinator(s). The ADA
16 coordinator(s) will be assigned and trained within 60 days of the effective date
17 [April 22, 2015]."

18
19 By April 22, 2015, the Department had assigned seven (7) facility ADA
20 coordinators and one (1) Division ADA coordinator. According to documentation
21 provided by the Department, Plaintiffs facilitated training for these ADA
22 coordinators on September 17, 2015. Then, on November 29, 2016, the Plaintiffs
23 facilitated another training, documentation for which shows that all eight (8) ADA
24 coordinators were trained in a course titled "Disability Rights Laws: Law
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CV 08-03515 DDP

1 Enforcement and Correctional Facilities.” The Department reports that the
2 November 29, 2016, training was videotaped and will be utilized to train future
3 ADA Coordinator(s). All ADA Coordinator training was conducted with Plaintiffs’
4 assistance.
5

6 **13. Grievance Form Shall Include an “ADA” box – Sustained**

7 **Compliance as of April 22, 2016**

8
9 Under the heading “Grievance Form,” section G, paragraph 1 of the
10 Agreement, it is stated that “[t]he LASD’s grievance form does and will continue to
11 include an ‘ADA’ box.” The Department’s grievance form has contained an ADA
12 box since at least July 2012, prior to the April 22, 2015 Agreement effective date.
13 As such, the Department has achieved “sustained compliance” and the OIG, in its
14 capacity as court appointed monitor, will no longer monitor its compliance with this
15 provision.
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18 **14. Keep all ADA Grievances - Substantial Compliance as of May 4, 2017**

19 Under the heading “Grievance Form,” section G, paragraph 5 of the
20 Agreement, “[d]efendants will keep copies of all ADA grievances, for purposes of
21 monitoring in this matter.” All prisoner grievances are automatically scanned and
22 retained in a Department database designed for that purpose. The compliance
23 measures for this provision require the Department to produce copies of a
24 representative sample of ADA grievances received during October 1 through
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CV 08-03515 DDP

1 October 7, 2016, and November 19 through November 25, 2016. The Department
2 reported that during the two one-week periods, it received a total of eight (8) ADA
3 grievances, all of which it retained, copied and provided to the OIG.
4

5 The Department's grievance system is highly problematic and subject to
6 monitoring under all three (3) of the Department's Custody Services Division
7 settlement agreements. Grievance issues, as they impact *Johnson*, will be discussed
8 more thoroughly in the OIG's monitoring of provisions G.2 and G.3. Monitoring of
9 these provisions will commence once the Department reports that the provisions
10 have been successfully implemented.
11

12
13 **15. Accessibility of Information Reflecting Orders by LASD Medical –**

14 **Substantial Compliance as of November 3, 2016**

15 Under the heading "Accommodations," section H, paragraph 2 of the
16 Agreement, "[i]nformation reflecting orders by LASD Medical Professionals for
17 accommodations for Class Members shall be accessible to custody staff so that they
18 may be implemented in housing areas." The OIG conducted site visits to determine
19 whether personnel were trained to retrieve this information.
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22 The "IC12 print screen" is part of the Automated Jail Information System
23 database that is accessible by all custody staff and which displays information about
24 prisoners, where they are housed and any special needs or accommodation orders
25 they may have. Between July 26, 2016, and October 25, 2016, OIG personnel
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CV 08-03515 DDP

1 conducted site visits and personnel interviews in the following areas: MCJ on the
2 6000, 7000 and 8000 floors (on each of early morning , day, and evening); TTCF in
3 module 232, pods A through F (on day shift); and CRDF (on day shift). All
4 Department personnel interviewed were able to access the IC12 print screen and
5 accommodation orders for Class Members.
6

7 **16. Roadmap to Custody - Sustained Compliance as of June 2, 2016**

8
9 Under the heading "Notification of Rights," section I, paragraph 1 of the
10 Agreement, "[w]ithin 60 days of the effective date, Defendants will provide
11 Plaintiffs with a copy of the Inmate Roadmap to Custody, which is used to notify
12 Class Members of rules and regulations in the Jail, including their rights under the
13 ADA." On June 2, 2015, (prior to the April 22, 2015 Agreement effective date), the
14 Defendants provided the Plaintiffs a copy of the "Inmate Roadmap to Custody." The
15 Department achieved "sustained compliance" one year later on June 2, 2016. The
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1 provision require the Department to provide training rosters, training curriculum (a
2 syllabus) and attendance rosters to the OIG.

3 On December 27, 2016, the Department provided to the OIG: (1) attendance
4 rosters for training that occurred on June 18, 2015, and September 17, 2015; (2) the
5 syllabus for "Identifying and Interacting with Mentally Ill Inmates" which had a
6 component about the ADA; and (3) rosters and curriculum for July 19, 2016, and
7 November 15, 2016, annual in-service trainings led by the ADA compliance teams.
8 The OIG reviewed all training rosters to ensure that the appropriate personnel were
9 in attendance. Additionally, the OIG reviewed the curriculum provided to ensure
10 that the appropriate ADA topics were discussed.
11

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14 **18. Transportation in Accessible Vans- Substantial Compliance as of**
15 **May 11, 2017**
16

17 Under the heading "Transportation," section K, paragraph 1 of the
18 Agreement, "Class Members who use wheelchairs or other mobility aids are and
19 will continue to be transported in accessible vans and will be secured during
20 transport." The compliance measures for this provision require the Department to
21 provide policy and relevant portions of training materials related to this provision, as
22 well as a copy of the Department's movement logs (daily manifest) for mobility
23 impaired prisoners for the period December 4 through December 17, 2016.
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CV 08-03515 DDP

1 The *Johnson* policy includes language consistent with this provision and, on
 2 February 9, 2017, the Department provided the OIG with relevant portions of the
 3 CST Wheel Chair Transportation Training Packet.

4
 5 Documentation provided for December 2016 includes daily manifests which
 6 list prisoners with wheelchairs or mobility assistive devices who were transported in
 7 accessible vans during those weeks. To ensure the Department's compliance with
 8 the *Johnson* policy, on May 10, 2017, OIG personnel visited CRDF, MCJ and
 9 TTCF. At MCJ and TTCF, OIG personnel observed Department personnel securing
 10 Class Members in the accessible van and, on May 11, 2017, OIG personnel spoke to
 11 several prisoners regarding their transport. With the exception of one, all of the
 12 prisoners interviewed stated they had been secured properly in accessible vans when
 13 transported. One prisoner at CRDF indicated that, on one occasion, she was offered
 14 transport in a radio car instead of an accessible van, which she declined. The
 15 Department should make accessible vans available to all mobility impaired prisoners
 16 for transportation regardless of the destination.

21 Provisions Deemed Partially Compliant with the Agreement

22 1. Access to All Programming - Partial Compliance

23 Under the heading "Programming," section A, paragraph 1 of the Agreement,
 24 "[d]efendants agree that Class Members have and will continue to have access to all
 25 programming (including the same programming made available to veterans) that
 26
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1 non-mobility impaired inmates have in Jail Settings.” Among other requirements,
2 the compliance measures for this provision require the Department to:

3
4 . . .2. Provide the following information for two one-week periods to be
5 selected by the OIG, which occur within the first quarter post implementation
6 of these compliance measures:

7
8 (a) A list of a randomly selected representative sample (confidence
9 level = 95%, margin of error = 5 percentage points) of all mobility
10 impaired prisoners.

11
12 (b) A list of all programs (education, vocation, and family) available to
13 Los Angeles County Jail (“LACJ”) prisoners at facilities where
14 prisoners with mobility impairments are housed.

15
16 (c) For each listed prisoner, indicate whether the prisoner accepted,
17 rejected, or was denied the programming (education, vocation and
18 family).

19
20 (d) For each denial of programming, the security or other rationale(s).

21 The sampling timeframes selected by the OIG include October 27, 2016, through
22 November 9, 2016.

23
24 The Department’s March 31, 2017 self-assessment indicates that it has
25 achieved substantial compliance with this provision. The Department provided data,
26

1 some of which appears to reflect the appropriate timeframe, but provided no
2 analysis of the data in support of its Substantial Compliance self-assessment and the
3 data was insufficient for the OIG to make a compliance finding.

4
5 The Department provided lists of all mobility impaired prisoners for the
6 relevant time period. The Department also provided a list of programs available at
7 each facility, but the list of programs was signed and dated January 2017, months
8 after the October-November 2016 sampling timeframes and there is no indication
9 that suggests the list was applicable in 2016. The Department provided a "Program
10 Interest" list with no explanation for how the information contained therein is
11 relevant to the provision or the compliance measures,. The Department provided
12 program attendance records that seem to indicate some prisoners' attendance at
13 some programs, but no explanation of how the information would support a
14 compliance finding with respect to *all* programming.

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18 Based on its own site visits, observations, and interviews of personnel and
19 prisoners, the OIG can confirm that the Department is offering programming to
20 mobility impaired prisoners. However, the Department has not shown that Class
21 Members have access to all the same programming as other prisoners pursuant to
22 this provision.

2. Escorting to Programming - Partial Compliance

Under the heading "Programming," section A, paragraph 3 of the Agreement, "Class Members will be escorted, to the extent necessary, to any program in which they are otherwise eligible to participate, provided that program is available in the facility in which the inmate is housed." Among other requirements, the compliance measures for this provision require the Department to:

...2. Provide to the OIG the following information for a six month period, to be selected by the OIG, which occurs within the first year post implementation of these compliance measures:

(a) Names fifty randomly selected mobility impaired prisoners at each relevant housing location who are enrolled in a program (education, work, family).

(b) ATAR documentation of each listed prisoner's attendance records for the enrolled program.

The Department's March 31, 2017 self-assessment indicates that it has achieved substantial compliance with this provision. The Department requested and were permitted to reduce the sample sizes from fifty (50) prisoners for each housing location to a representative sample for two-one week periods including October 23 through October 29, 2016, and November 13 through November 19, 2016. The Defendants instead provided information for fifty (50) total prisoners, some of

CV 08-03515 DDP

1 whom were not enrolled in programs at all. (Thereafter, the OIG worked with the
2 Department to determine that an appropriate representative sample size for the
3 populations for each of these time periods would have contained fifty-one (51)
4 prisoners for week one and fifty-two (52) prisoners for week two.) Additionally,
5 attendance records provided in order to demonstrate compliance include attendance
6 at some programs that do not require enrollment and/or do not require an escort for
7 participation with no explanation that distinguishes one type from another. Dog
8 therapy, for example, is an excellent program during which a dog is brought to a
9 dorm or dayroom and approaches individual prisoners. The Department must
10 distinguish this type of programming in its self-assessment from the type that
11 requires an escort. The OIG commends the Department for all programming that it
12 provides and documents, but will consider only programming that requires an escort
13 in the OIG's compliance findings for this provision.

14 Based on its own site visits, observations, and interviews of personnel and
15 prisoners, the OIG can confirm that the Department is ensuring the escort of some
16 prisoners to programming. However, documentation provided and information
17 contained in the self-assessment is insufficient to make a substantial compliance
18 finding.

3. Class Members Serve as Trusty on Same Floor - Partial Compliance

Under the heading "Programming," section A, paragraph 5 of the Agreement, "Subject to security classification and eligibility requirements, Defendants agree that Class Members may serve as trustys on the same floor on which they are housed. Defendants agree that relevant LASD personnel will be trained to ensure compliance with this term." Among other requirements, the corresponding compliance measures for this provision require the Department to promulgate policy consistent with this provision, train personnel, and provide prisoner worker records from each relevant housing location for two, one week periods, to be selected by the OIG.

The Department's March 31, 2017 self-assessment indicates that it has achieved substantial compliance with this provision. The *Johnson* policy includes language consistent with this provision. Regarding personnel training, the Department provided a syllabus and sign-in sheets from four (4) briefings held on May 27, June 3, June 28 and June 30, 2016. However, the sign-in sheets do not indicate whether, or which, listed employees worked in the relevant housing locations. The OIG selected and reviewed prisoner worker records for the period October 1, 2016, through October 14, 2016. The Department provided records from the e-UDAL system that documents worker names, booking numbers, work location, security level and shift worked (day, evening or night). Documents

CV 08-03515 DDP

1 provided for that time period yielded zero (0) records from CRDF, one (1) record
2 for MCJ, and four (4) records for TTCF.

3 On December 21, 2016, prior to the Department providing this information,
4
5 OIG personnel directed the Department to document the offers extended to
6 prospective workers, the workers' acceptance or rejection of the offers, and reasons
7 for any disqualifications or ineligibilities. Neither the documentation provided nor
8 the Department's self-assessment provide this information.
9

10 **4. Notify Class Members of Programs - Partial Compliance**

11 Under the heading "Programming," section A, paragraph 6 of the Agreement,
12
13 "[d]efendants agree to notify Class Members of the programs available to them in
14 either paper or electronic format, or both." Among other requirements, the
15 corresponding compliance measures require the Department to make the ADL
16 available to all mobility impaired prisoners, display posters containing ADL
17 information and provide a sample of all mobility impaired prisoners for the periods
18 including November 6 through November 12 and December 4 through
19 December 10, 2016.
20
21

22 The Department's March 31, 2017 self-assessment indicates that it has
23 achieved substantial compliance with this provision. The Department generated the
24 requisite data, but provided no indication in its self-assessment that any of the listed
25 prisoners received the leaflet or were otherwise notified of available programming.
26
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1 The Department indicated in its self-assessment that personnel were distributing the
2 ADL to mobility impaired prisoners at both the IRC and CRDF reception areas. On
3 April 13, 2017, OIG personnel conducted a site visit at IRC and determined that the
4 leaflets were not being distributed. The OIG interviewed nursing staff and IRC line
5 personnel, none of whom were aware that they were required to distribute the ADL.
6 On April 13, 2017, OIG personnel observed that there was a supply of the ADL at
7 the "Booking Front" triage windows at IRC, but they were not being distributed. On
8 April 12, 2017, the Department provided the OIG with Correctional Health Services
9 Policy # M206.13, which states that CHS providers will provide prisoners with an
10 ADL after the initial evaluation for a mobility device.
11

12 While the Department has displayed posters regarding programs available to
13 mobility impaired prisoners, it has not followed its own policies of distributing the
14 leaflets. Without proper distribution, the OIG cannot find that the Department have
15 notified Class Members as required. Accordingly, the OIG finds the Department in
16 PC with this provision.
17

18 **5. Notification of Programs – Partial Compliance**

19 Under the heading "Programming," section A, paragraph 7 of the Agreement,
20 "[n]otification of available programs will also be provided during "town hall"
21 meetings held at the Jail where appropriate." The corresponding compliance
22 measures require the Department to promulgate policy consistent with this provision
23

24 CV 08-03515 DDP

1 and to provide town hall meeting minutes from each relevant housing location for
2 July and August 2016.

3 On February 15, 2017, the Department indicated that it achieved substantial
4 compliance with this provision. The *Johnson* policy includes language consistent
5 with the terms of the Agreement. The Department provided the OIG town hall
6 minutes for some of the relevant housing locations at CRDF, TTCF and MCJ.
7 However, documentation provided does not include minutes for all relevant housing
8 locations. For example, town hall meeting minutes for July 2016 were not provided
9 for TTCF module 232, pods A and F, and for August 2016, town hall meeting
10 minutes were not provided for TTCF module 232, pods B, E and F. There was no
11 indication that the Department reviewed or analyzed the minutes for compliance
12 with the provision.
13

14 MCJ's town hall meeting minutes were vague and unclear regarding who
15 attended the meetings or whether attendees were notified of programs available to
16 them. The Department did not address these meetings in its self-assessment or assert
17 that Class Members were notified of programs during these meetings.

18 On March 9, 2017, OIG personnel conducted a site visit to MCJ and spoke
19 with Department personnel. MCJ personnel astutely observed that MCJ's town hall
20 meetings could be improved by conducting the meetings in the day rooms of each
21 floor so that the Department could reach more prisoners. MCJ reports that it is

22 CV 08-03515 DDP

1 currently in the process of drafting a schedule for these meetings.

2 CRDF's meeting minutes are excellent. In addition to the regular town halls,
3 CRDF has conducted ADA-specific town hall meetings for prisoners with mobility
4 impairments. Documents provided include booking numbers of each Class Member
5 who attended each town hall. The Department's March 31, 2017 self-assessment
6 accurately identified that the Department has achieved partial compliance with this
7 provision. If it is not feasible for MCJ and TTCF to implement a notification and
8 documentation process similar to CRDF's, the Department should identify in its
9 self-assessment, and the OIG will consider, other documentation or evidence that
10 supports a substantial compliance finding.

14 **6. Rotation of Outdoor Recreation Time - Partial Compliance**

15 Under the heading "Physical Therapy," section B, paragraph 3 of the
16 Agreement, "[t]o the extent possible, and taking into account operational and
17 logistical considerations, the time of day Class Members are offered outdoor
18 recreation will rotate." The corresponding compliance measures require the
19 Department to promulgate policy consistent with this provision and provide records
20 reflecting outdoor recreation² times from each relevant housing location for two
21 three month periods, including July through September 2016 and October through
22

23
24
25 ² Outdoor recreation time does not always occur outdoors. At TTCF and CRDF, prisoners
26 can recreate inside and it is still considered "outdoor recreation" for compliance purposes.

1 December 2016.

2 The Department's March 31, 2017 self-assessment indicates that it has
3 achieved substantial compliance with this provision. The OIG is confident that the
4 Department is rotating at least some outdoor recreation schedules consistent with the
5 *Johnson* policy and this Agreement. OIG personnel conducted interviews and
6 reviewed video related to the rotation of outdoor recreation times as represented in
7 the documentation provided by the Department (discussed below). On October 25,
8 2016, and March 19, 2017, OIG personnel spoke to prisoners at CRDF to ensure
9 they had access to outdoor recreation time as the Department represented. On
10 November 8, 2016, OIG personnel reviewed CCTV video footage that revealed that
11 CRDF prisoners had direct access to the recreation area at various times throughout
12 the day. On April 11, 2017, OIG personnel reviewed CCTV video footage and
13 confirmed that outdoor recreation time rotated for Class Members at TTCF during
14 the time period requested. On April 11, 2017, OIG personnel also reviewed CCTV
15 video footage for MCJ's outdoor recreation times.

16
17 The Department provided logs which purported to show that outdoor
18 recreation time rotated for Class Members at MCJ and TTCF. The Department was
19 not required to provide the same documentation for CRDF since at that location
20 prisoners can access outdoor recreation time at their leisure. The Department
21 reported to the OIG that the logs provided include entries for both Class Members

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CV 08-03515 DDP

1 and non-Class Members, but neither the documentation provided nor the self-
2 assessment indicate which time periods reference Class Members and non-Class
3 Members.
4

5 **7. Thermals – Partial Compliance**

6 Under the heading “Physical Therapy,” section B, paragraph 4 of the
7 Agreement,
8

9 Class Members who have been prescribed thermal clothing as a reasonable
10 accommodation for their disability so that they may participate in outdoor
11 recreation will be provided warm coats and/or thermal clothing. LASD shall
12 inform Class Members that they may request thermal clothing as a reasonable
13 accommodation, and shall develop and distribute a unit order to ensure that all
14 LASD personnel are aware of this policy.
15

16 During the development of the compliance measures, the Department
17 represented to the OIG that it would provide *all* Class Members with thermals rather
18 than only those with prescriptions. Providing thermals to all Class Members
19 regardless of medical necessity would exceed Agreement requirements.
20

21 The Department’s March 31, 2017 self-assessment indicates that it has
22 achieved substantial compliance with this provision. According to the documents
23 provided, on January 25, 2017, a prisoner at CRDF complained to CCSB personnel
24 that trustys hoard thermals during linen exchanges to use them as jailhouse
25

1 currency, limiting the availability of thermals for Class Members who need them.
2 OIG personnel visited CRDF on May 2, 2017, and prisoners in modules 2700, 2800
3 and 3300 echoed the same complaint. The OIG immediately notified the Department
4 via email of this finding.
5

6 Additionally, on March 7, 2017, CCSB personnel visited MCJ to conduct
7 interviews and determine compliance with this provision. According to documents
8 provided, CCSB personnel learned that MCJ did not have any thermal pants
9 available and took appropriate actions to order them.
10

11 On April 19, the OIG again emailed the Department, this time regarding the
12 shortage of thermal pants. The Department now disputes whether thermal pants are
13 considered "thermal clothing" for compliance purposes. The OIG has determined
14 that "thermal clothing" includes both tops and bottoms, particularly since mobility
15 impairment usually affects individuals below the torso.
16
17

18 The Department's efforts to provide thermals to all Class Members exceeding
19 the Agreement requirements are commendable. Additionally, CCSB's internal
20 monitoring team thoroughly and accurately documented its findings during its site
21 visits. However, in preparing its self-assessment, the Department appears to have
22 failed to analyze its own documentation and data, failed to accurately evaluate its
23 own compliance, or both.
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8. Construction of Accessible Beds – Partial Compliance

Under the heading “Physical Accessibility,” section C, paragraph 4, subsection (g) of the Agreement, the Department is required to expand housing for class members by constructing approximately 96 accessible beds at TTCF, Module 272. Originally, the Department expected a completion date within 24 months after approval of funding by the Board of Supervisors. Compliance measures for this provision require the Department to show proof of funding approval and regularly update the OIG on the status of construction.

On March 31, 2015, the Department secured funding for the 96 accessible beds. On March 21, 2017, the Department reported to the OIG that the project would not be completed within 24 months, and would instead be completed by May 26, 2017. The Department reports that the construction was completed on May 30, 2017, and the OIG is awaiting verification from the Senior Deputy Compliance Officer, Los Angeles County Chief Executive Office-Disability and Civil Rights Section, that the beds comport with the Americans with Disability Act (ADA) requirements.

9. Initial Decisions and Ongoing Evaluations Made by LASD Medical Professionals

Under the heading “Use of Mobility Devices,” section D, paragraph 1 of the Agreement, “[i]initial decision and ongoing evaluations: Initial decisions and

CV 08-03515 DDP

1 ongoing evaluations regarding Class Member's need, if any, of the use of a mobility
2 assistive device are and will continue to be made by LASD Medical Professionals."

3 The Department's March 31, 2017 self-assessment indicates that it has
4 achieved substantial compliance with this provision. The *Johnson* policy contains
5 language consistent with this provision. To ensure adherence to the policy and
6 monitor compliance with this provision, on October 24 and November 1, 2016, OIG
7 personnel monitored the initial evaluation process at IRC. Through these visits, the
8 OIG determined that, although custody assistants are responsible for asking each
9 prisoner a set of triage questions, all medical evaluations, including those for
10 mobility impairments, are completed by medical professionals. All staff members
11 interviewed demonstrated a coherent understanding of these protocols. Additionally,
12 the OIG monitors complaints regarding initial evaluations that Plaintiffs forward to
13 the OIG on behalf of mobility impaired prisoners. Through monitoring of these
14 complaints, the OIG has determined that all initial evaluations were completed by
15 medical professionals.

16
17 Per the Agreement and the rights afforded to Class Members, which were
18 eventually documented in the ADL, Class Members may be assessed and re-
19 evaluated "in accordance with established medical standards" for the need for a
20 mobility assistive device. This standard applies to initial and on-going evaluations
21 made by medical providers. The requirement that initial and ongoing medical

CV 08-03515 DDP

1 evaluations are conducted according to medical standards is an issue that also
 2 applies to secondary reviews (see below). Thus, the OIG intends to have a subject
 3 matter expert opine on this issue as it applies to initial and ongoing evaluations for
 4 mobility assistive devices.
 5

6 In February 2017, the Parties and the OIG agreed to utilize the expertise of
 7 Mindy Aisen, DIO, Chief Innovation and Research Officer, Rancho Los Amigos
 8 Rehabilitation Center as the *Johnson* subject matter expert. Initially (unbeknownst
 9 to the OIG, but for the Department's own information) the Department selected ten
 10 medical records which spanned a time frame of several years, and contained both
 11 initial and secondary evaluations, and provided them to Dr. Aisen for review. The
 12 OIG is currently identifying additional medical records for the physician to review
 13 that adequately represent the proper time frame and population. Pending the
 14 outcome of that review, the Department will remain in partial compliance with this
 15 provision.
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20 **10. Secondary Reviews - Partial Compliance**

21 Under the heading "Use of Mobility Devices," section D, paragraph 2 of the
 22 Agreement, the Department is required to have secondary reviews conducted by a
 23 chief physician or his designee and such review must be an independent evaluation.
 24 The compliance measures for this provision require the Department to promulgate
 25 policy related to this provision, as well as provide summaries and dispositions
 26
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1 related to grievances from mobility impaired prisoners requesting a secondary
2 review. Due to problems with the Department's grievance system overall, secondary
3 reviews cannot be accurately tracked and grievance data is unreliable at this time.
4 As such, the OIG directed the Department not to provide samples as required by the
5 compliance measures. The OIG met with the Department on January 17, March 13
6 and April 12, 2017, to discuss how to remedy these issues.
7

8
9 At the March 13th meeting, the OIG provided notice to the Department that
10 CHS must create policy related to secondary reviews and ensure that all personnel
11 are trained on that policy. On April 12, 2017, the Department presented the OIG
12 with a proposal that would allow the Department to track requests for secondary
13 reviews; however, this solution requires an upgrade to the medical system which
14 may take substantial time to complete (see discussion of item 17, provision H.3.
15 below).
16

17
18 Through monitoring of ADA-related complaints, in-person observations and
19 documentation provided by the Department, the OIG has determined that the
20 Department is providing secondary reviews to prisoners. Whether every prisoner
21 who desires a secondary review is afforded one and whether these reviews are done
22 in accordance with medical standards must be determined before the Department
23 achieves substantial compliance with this provision.
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11. Assistive Device Leaflet - Partial Compliance

Under the heading "Use of Mobility Devices," section D, paragraph 3 of the Agreement, the Department is required to create and distribute an ADL advising Class Members of their rights "pertaining to determinations regarding their need, if any, for mobility assistive devices." On September 15, 2016, the Department represented to the OIG that it had achieved substantial compliance with this provision. The OIG monitored the Department's compliance and on November 9, 2016, made a partial compliance finding. In the Department's March 31, 2017 self-assessment, the Department accurately rated itself in partial compliance with this provision (and see discussion above at item 4, provision A.6 regarding ADL distribution issues).

12. Wheelchair Maintenance - Partial Compliance

Under the heading "Wheelchair and Prostheses," section E, paragraph 1 of the Agreement,

Defendants agree that wheelchairs that are medically prescribed will be maintained in working order (including functional brakes and footrests as may be used unless otherwise prescribed by LASD Medical Professionals) and will be serviced on a regular basis to the extent feasible.

The corresponding compliance measures require the Department to promulgate policy consistent with this provision and to provide data related to grievances about

CV 08-03515 DDP

1 wheelchair condition and corresponding maintenance logs for the period including
2 December 1 through December 15, 2016.

3 The Department's March 31, 2017 self-assessment indicates that it has
4 achieved substantial compliance with this provision. The *Johnson* policy includes
5 language consistent with the terms of the Agreement. The Department provided
6 documentation that it represented was a complete log of all complaints about
7 wheelchair functionality for the relevant time periods. The grievance log that the
8 Department provided contained zero wheelchair grievances, which is an insufficient
9 sample for compliance purposes. Because of the Department's data and grievance
10 tracking problems, the OIG is not confident in the grievance log provided. The OIG
11 is confident, however, that at least some personnel are exchanging broken
12 wheelchairs upon request, based on observations made by OIG monitors during site
13 visits.

14 The wheelchair maintenance log provided contains a list of nine (9) broken
15 wheelchairs for the relevant timeframe. Based on documentation provided, none of
16 the listed wheelchairs appear to have been repaired and no explanation was
17 provided. On April 27, 2017, OIG personnel offered Department an opportunity to
18 explain or provide additional documentation or evidence in support of a compliance
19 finding. The Department could not provide evidence that the listed wheelchairs had
20 been repaired.

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CV 08-03515 DDP

1 In order to achieve substantial compliance with this provision, the Department
2 must identify or implement an effective mechanism for tracking wheelchair
3 maintenance and repairs, and it must ensure that Class Members' requests and
4 complaints are addressed consistently and uniformly.
5

6 **13. Wheelchairs with Movable Armrests - Partial Compliance**

7
8 Under the heading "Wheelchairs and Prostheses," section E, paragraph 1 of
9 the Agreement,

10 Defendants further agree that wheelchairs with movable armrests may be
11 provided to Class Members who require them if a custody safe option can be
12 located at a comparable price to wheelchairs the LASD currently purchases.
13 Defendants agree to explore the availability of such wheelchairs and welcome
14 any suggestions Plaintiffs may have.
15

16
17 The corresponding compliance measures require the Department "[t]o provide
18 to the OIG a brief summary of the Department's efforts to explore the availability
19 and feasibility of purchasing custody safe wheelchairs with movable arm rests."
20

21 The Department's March 31, 2017 self-assessment indicates that it has
22 achieved substantial compliance with this provision. The Department reported that,
23 in October 2016, it began to explore options for the purchase of new wheelchairs.
24 Department personnel reported that they identified wheelchairs with moveable
25 armrests but decided against purchasing them because they determined that all
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1 wheelchairs with movable armrests are unsafe in a custody environment. The
2 Department, however, did not provide an explanation for this conclusion and failed
3 to summarize their efforts to identify a custody safe option. OIG personnel have
4 observed Class Members in Department facilities using wheelchairs with movable
5 armrests. If the chairs observed by OIG personnel are safe for a custody
6 environment, the Department should summarize its efforts to purchase similar
7 chairs.
8
9

10 The Department reports that instead of purchasing wheelchairs with movable
11 armrests, it will purchase wheelchairs with minimized armrests. Dr. Aisen has
12 opined that wheelchairs with minimized armrests are not appropriate for all types of
13 mobility impairments, and that the need for armrests requires case-by-case analysis.
14 The OIG has concerns that the Department has not sufficiently researched the
15 feasibility of purchasing wheelchairs with moveable armrests. The Department's
16 blanket position that *all* moveable armrests are unsafe for a custody environment is
17 not supported by evidence and is inconsistent with this provision and with current
18 jail practice.
19
20
21

22 **14. Return of Personal Wheelchairs – Partial Compliance**

23 Under the heading "Wheelchair and Prostheses," section E, paragraph 2 of the
24 Agreement, "[p]ersonal wheelchairs are currently and will continue to be stored and
25 returned to Class Members upon release from LASD custody." Among other
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CV 08-03515 DDP

1 requirements, the corresponding compliance measures require the Department to
2 provide property receipts for personal wheelchairs for a randomly selected
3 representative sample of mobility impaired prisoners released during the periods of
4 October 22 through November 2 and from December 8 through December 14, 2016.
5

6 The Department's March 31, 2017 self-assessment indicates that it has
7 achieved substantial compliance with this provision. The timeframes requested
8 yielded a sample of only three (3) prisoners who were booked with personal
9 wheelchairs, each of whom had their chairs returned upon release. A sample of three
10 (3) Class Members is too small to make a compliance determination. The
11 Department should have expanded the sample timeframes and notified the OIG that
12 the sample yielded was too small (as it did for provision A.3 when the sample
13 yielded was too large).
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17 **15. ADA Duties – Partial Compliance**

18 Under the heading "ADA Coordinators," section F, paragraph 1 of the
19 Agreement, the Department is required to designate one or more ADA
20 coordinator(s) and dedicate sufficient resources to ensure their necessary duties are
21 performed appropriately. The provision enumerates duties specific to ADA
22 coordinators, which includes review, investigation and resolution of ADA
23 grievances, among other tasks. The corresponding compliance measures require the
24 Department to provide to the OIG a list of ADA Coordinators as well as a log of
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CV 08-03515 DDP

1 complaints related to mobility impairments received by the ADA team email group.

2 The Department's March 31, 2017 self-assessment indicates that it has
3 achieved substantial compliance with this provision. The OIG has interviewed each
4 ADA Coordinator and confirmed that they understand and perform their roles and
5 responsibilities consistent with the Agreement. In the initial documentation provided
6 many of the listed grievances were related to vision, communication, mental health,
7 housing and medical issues rather than mobility impairments. The Department
8 subsequently submitted a log of grievances received between June 23, 2015, and
9 March 1, 2017. These grievances were related to mobility impairments, however,
10 they did not match the grievances for the same time period documented in the OIG's
11 *Johnson* grievance log, and several grievances appear to be missing from the
12 Department's documentation.

13 Despite the Department's inability to properly track grievances consistent
14 with Department policy, the Department and its assigned ADA Coordinators are
15 responsive to *Johnson* related grievances. The OIG's records indicate that all of the
16 grievances received by the Department for the relevant timeframes were resolved,
17 even those that are missing from the Department's records. Grievances are the only
18 means by which Class Members may seek resolution to issues related to their
19 mobility impairments. Proper documentation and tracking is essential to the ADA
20 coordinators' functions, is required under Department policy and this Agreement
21

22 CV 08-03515 DDP

1 and must be achieved in order for the Department to achieve substantial compliance
2 with this provision.

3 **16. Reasonable Accommodations -- Partial Compliance**

4 Under the heading "Accommodations," section H, paragraph 1 of the
5 Agreement,
6

7
8 [d]efendants agree that Class Members shall receive reasonable
9 accommodations when they request them and as prescribed by LASD medical
10 professionals. Accommodations may include, but are not limited to:
11 assignment to lower bunks, changes of clothing; extra blankets; allowance of
12 extra time to respond to visitor calls and attorneys visits; shower benches;
13 assistive device to travel outside of a housing module; and assignment to a
14 cell with accessible features.
15
16

17 The Department's March 31, 2017 self-assessment indicates that it has
18 achieved substantial compliance with this provision. The *Johnson* policy includes
19 language consistent with the terms of the Agreement. On May 11, 2017, OIG
20 personnel conducted site visits at three (3) facilities, including CRDF (modules
21 2500, 2800, 3300 and 3700), TTCF (module 232, Pods A through F), and MCJ
22 (floors 6000, 7000 and 8000). At CRDF, class members are housed throughout the
23 facility, so all personnel are required to know and follow the *Johnson* policy. Most
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1 of the personnel interviewed stated that they had been briefed on the policy or had
2 received training in their jail operations academy course. However, some were
3 working overtime from patrol, they had not been trained in the *Johnson* policy and
4 were not aware of many of the accommodations prisoners with mobility
5 impairments are entitled to. OIG personnel also interviewed several Class Members
6 housed at CRDF. All of the women stated that they had received accommodations
7 when requested (with the exception of thermal clothing, see discussion of item 7,
8 provision B.4 above).

11 At TTCF, all personnel interviewed were regularly assigned to the floor, all
12 had been trained on the policy, and were aware of the accommodations prisoners
13 with mobility impairments are entitled to. Some prisoners report that they have
14 received their prescribed accommodations. Others complain that they have not been
15 provided with assistive devices that were prescribed for transport, or that
16 permanently prescribed devices are confiscated/lost during transport or while class
17 members are away from the facility.

21 At MCJ, some of the deputies on site during the OIG's visit were assigned to
22 patrol and were not familiar with the policy, some stated that they had just "cycle
23 changed" in and had not yet been briefed, and one stated that he would not give
24 extra blankets to *any* prisoners when they request them because extra blankets are
25 considered contraband and can be used for "tenting" (which can pose a security
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CV 08-03515 DDP

1 risk). OIG personnel also spoke to several Class Members housed at MCJ.

2 Approximately one half of the prisoners present during the site visit stated that they
3 did not receive extra blankets when requested and some stated that they were not
4 given changes of clothing when requested.
5

6 The Department must implement an effective mechanism to train all
7 personnel in the *Johnson* policy and ensure that assistive devices and other
8 reasonable accommodations are provided as prescribed.
9

10 **17. Tracking Mobility Assistive Device Requests – Partial Compliance**

11 Under the heading “Accommodations,” section H, paragraph 3 of the
12 Agreement, the Department is required to “explore the feasibility of adding a tab to
13 the current medical records system (as part of upgrades), to track mobility assistive
14 device requests and assessments by LASD Medical Professionals of Class
15 Members.” The corresponding compliance measures require the Department to
16 provide documentation related to upgrades to the medical record system as well as
17 their efforts to comply with the provision.
18
19
20

21 The Department’s March 31, 2017 self-assessment indicates that it has
22 achieved substantial compliance with this provision. The Department reports that
23 that Cerner is not capable of tracking assistive device requests and assessments
24 consistent with the provision. Currently, the Department relies on a manual process
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26
27

1 to track prisoners who are newly classified as Class Members with a "W" or "U"
2 designation using the Automated Justice Information System to identify these newly
3 designated prisoners. This process was initiated in response to the *Johnson* lawsuit
4 and conducted by a nurse working at CCSB. In meetings with the Department held
5 on January 17 and March 13, 2017, the OIG notified the Department that it must
6 formalize this manual procedure either through policy or other means. The
7 Department has not yet provided evidence that it has done so.

10 The Department currently lacks the ability to track mobility device
11 assessments in a systematic manner. However, in a meeting on April 12, 2017, the
12 Department proposed a solution for tracking requests for secondary reviews within
13 Cerner (see discussion of Item 10, provision D.2 above), which would allow the
14 Department to track secondary mobility assistive device assessments by a simple
15 addition to the Cerner system. Initial mobility assistive assessments which do not
16 result in a "W" or "U" classification will still not be tracked. However, the
17 Department created policy that requires assessing medical professionals to notify
18 Class Members of their right to a secondary review, in the event that they dispute
19 the outcome of their initial evaluation.

23 The OIG commends the Department for seeking creative solutions to comply
24 with this provision and will continue to work with the Department as it seeks to
25

1 create the necessary updates in Cerner and formalize its manual tracking processes
 2 for newly designated mobility impaired prisoners.

3 **Provisions Deemed Non-Compliant with the Agreement**

4 **1. Disqualification from Programming – Non-Compliance**

5 Under the heading “Programming,” section A, paragraph 2 of the Agreement,
 6 “[m]obility impairment(s) will not serve to disqualify Class Members from
 7 participating in programming in which they are otherwise eligible to participate.”
 8

9 The corresponding compliance measures requires the Department to produce the
 10 same records as required by section A, paragraph 1 of the Agreement for the two
 11 week period including October 27, 2016, through November 9, 2016.
 12

13 The Department’s March 31, 2017 self-assessment indicates that it has
 14 achieved substantial compliance with this provision. Documentation provided is
 15 unclear as to the reasons for prisoners’ disqualification from programs. The
 16 Department provided a table in its supporting documentation that includes a column
 17 titled “Reason Inmate Was Denied Programming.” However, the reasons are not
 18 descriptive and they are not explained in the source documents or the self-
 19 assessment. One commonly indicated reason for disqualification is simply, “DHS”
 20 (Department of Health Services). This disqualification category is not explained
 21 and, on its face, suggests that Class Members are disqualified *because* of their
 22 medical condition or mobility impairment, contrary to the provision requirements.
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CV 08-03515 DDP

1 Without more information, the OIG is unable to make even a partial compliance
2 finding.

3 4 **2. Maintain and Staff Physical Therapy Room – Non-Compliance**

5 Under the heading “Physical Therapy and Outdoor Recreation,” section B,
6 paragraph 1, subsection (b) of the Agreement,
7

8 The Defendants shall continue to maintain and staff a physical therapy room
9 in MCJ and further agrees to attempt to locate space in TTCF for a similar
10 room (essentially, a mini clinic) to provide physical therapy to Class
11 Members once they are moved into housing locations in that facility.
12

13
14 The Department’s March 31, 2017 self-assessment indicates that it has
15 achieved substantial compliance with this provision. The OIG has determined that
16 the Department has maintained physical therapy rooms at both TTCF and MCJ.
17 CRDF has no physical therapy room. Currently, prisoners at that jail are sent to
18 outside medical facilities to receive services. The Department has reported that it is
19 currently converting an existing room at CRDF into a physical therapy room.
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22 On December 21 and 22, 2016, OIG personnel interviewed the one physical
23 therapist employed by the Department. The therapist explained that she was tasked
24 with providing physical therapy for all County jail prisoners, not only Class
25 Members, which were too many to treat. For example, TTCF alone had forty-two
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CV 08-03515 DDP

1 (42) patients that had been prescribed physical therapy, but the therapist only
2 worked at that facility two days a week and each therapy session lasted one hour.

3 The OIG has since learned that this only physical therapist no longer works
4 for the Department and that there is currently no physical therapist on staff.
5

6 **Conclusion**

7 Systemic reform is complex and arduous for any correctional system. This is
8 particularly true in a jurisdiction the size of Los Angeles County, for a Department
9 that has recently undergone total leadership and organizational transformation
10 pursuant to four simultaneous consent decrees and intense public and judicial
11 scrutiny. As part of its reform efforts, the Department created CCSB, and assigned
12 thirty one (31) people to oversee the implementation of reforms and compliance
13 with Custody Services Division settlement agreements.³
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16

17 For *Johnson*, the smallest of the three settlement agreements, CCSB has
18 assigned a team consisting of one sergeant, and at least three deputies and custody
19 assistants to work with facilities to ensure implementation and with the OIG to
20 prove compliance. The serious problems with data and documentation provided and
21 discussed in this report are not due to incapacity of CCSB *Johnson* personnel. On
22
23

24
25 ³ CCSB has 55 total budgeted positions, 24 of which are assigned to the Jail
26 Mental Evaluation Team and 31 of which work on settlement agreement
27 implementation.

1 the contrary, the team is competent, motivated, and committed to successful
2 systemic reform. The issues are instead a combination of insufficient systems,
3 processes and procedures, and unyielding commitment to an ineffective model
4 which distinguishes between short term consent decree compliance and effective
5 sustainable reform, and prioritizes the short term compliance.
6

7 Substantial compliance with the entire *Johnson Agreement* is quite attainable
8 and the OIG remains committed to working with the Department to achieve it. If the
9 Department continues to seek thoughtful solutions to the issues raised in this report,
10 it should expect to achieve compliance and, more importantly, successful systemic
11 reform.
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