

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
SAN LUIS OBISPO COUNTY
DJ NO. 204-12C-506, USAO NO. 2018V01548**

This settlement agreement (“Agreement”) is entered into between the United States of America and San Luis Obispo County (SLOC, or the County).

BACKGROUND

1. This Agreement resolves the United States’ investigation of SLOC for alleged violations of the architectural and program access requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131–12134, and its implementing regulation, 28 C.F.R. Part 35. SLO Jail is a maximum, medium, and minimum-security facility, which houses pretrial arrestees and sentenced inmates.

2. The United States notified the County about this investigation (DJ No. 204-12C-506 and USAO No. 2018V01548) through a letter dated December 20, 2018. This Agreement does not resolve or apply to any other investigations, criminal or civil, actual or potential, of SLOC and/or SLO Jail under the ADA or any other federal laws.

3. The United States initiated this investigation based on a complaint from an inmate at SLO Jail who has mobility disabilities and uses a prosthetic leg. The inmate alleged, among other things, that SLO Jail failed to provide him with an accessible cell or shower, thereby requiring him to put his health at risk to use the Jail’s facilities. He further alleged that as a result of being forced to use inaccessible facilities, he repeatedly fell. One of these falls caused him to fracture the femur bone in his partially amputated leg. The inmate also alleged that the Jail’s failure to provide accessible facilities denied him equal opportunities for yard time, recreation, or programming, and caused him to experience unnecessary isolation.

4. The United States’ investigation substantiated that SLO Jail contains architectural and programmatic barriers to access for persons with mobility disabilities. 42 U.S.C. § 12132; 28 C.F.R. § 35.149–152. SLO Jail excludes qualified individuals with mobility disabilities, by reason of their disabilities, from safely accessing or participating in its programs, services, and activities, including but not limited to its showers, restrooms, and cells, in violation of the architectural and program access requirements of Title II of the ADA. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.104, 35.130, 35.149–152.

SETTLEMENT TERMS

A. LEGAL PREREQUISITES AND DEFINITIONS

5. Title II prohibits discrimination against qualified individuals with disabilities on the basis of disability in the “services, programs, or activities of a public entity.” 42 U.S.C. § 12132. The term “qualified individual with a disability” means “an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and

services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.” 42 U.S.C. § 12131(2).

6. The United States Department of Justice is authorized to investigate complaints of discrimination under Title II and its implementing regulation. 28 C.F.R. § 35.172(a). Where appropriate, the United States Department of Justice may seek voluntary resolution. 28 C.F.R. §§ 35.172(c), 35.173(b).

7. The term “mobility disabilities” refers to mobility impairments that substantially limit one or more major life activities, including walking and standing. 42 U.S.C. § 12102(1)(A)–(2)(A).

8. The term “SLOC” refers to San Luis Obispo County, including all offices and divisions overseen by the County, and their officers, employees, agents, or contractors. SLOC is a “public entity” as defined by Title II. 42 U.S.C. § 12131(1)(A), (B).

9. The term “SLO Jail” refers to the San Luis Obispo County Jail, including all officers, employees, agents, or contractors who are wholly or partially responsible for the custody, oversight, and care of inmates confined at SLO Jail.

10. The term “new construction” shall mean each facility or part of a facility constructed by, on behalf of, or for the use of SLO Jail where the construction commenced after January 26, 1992. 28 C.F.R. § 35.151(a).

11. The term “alteration” means a change to the SLO Jail facility or part of SLO Jail that affects or could affect the usability of the facility. 28 C.F.R. § 35.151(b).

B. GENERAL EQUITABLE RELIEF

12. General Nondiscrimination Obligations: SLOC and its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, will not discriminate on the basis of mobility disabilities, in SLO Jail’s services, programs, or activities, and will comply with all requirements of Title II of the ADA, 42 U.S.C. §§ 12131–12134, and its implementing regulation, 28 C.F.R. Part 35. SLOC’s Title II obligations include, but are not limited to, the following:

- a. SLOC shall not discriminate against or exclude qualified inmates with mobility disabilities from participation in, or deny such inmates the benefits of, SLO Jail’s services, programs, or activities, including, but not limited to, education, vocational, recreation, and religious services, programs, and activities, and telephones, on the basis of the inmates’ disabilities, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a);
- b. SLOC shall not, on the basis of disability, provide aids, benefits, or services to qualified inmates with mobility disabilities that are unequal to, or different or separate from, those afforded to inmates who do not have mobility disabilities, unless different or separate services are necessary to provide such inmates

benefits, aids, or services that are as effective as those provided to others, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(1)(ii), (iv); and

- c. SLOC shall ensure that its facilities at SLO Jail are accessible to and usable by inmates with mobility disabilities and shall not exclude such inmates from participation in, or deny them the benefits of, its services, programs, or activities because its facilities are inaccessible or unusable by inmates with mobility disabilities, 42 U.S.C. § 12132; 28 C.F.R. §§ 35.149, 35.150, 35.152(b)(1). SLOC shall ensure that all SLO Jail facilities or portions of SLO Jail facilities constructed or altered after January 26, 1992 comply with all applicable ADA design standards. 28 C.F.R. §§ 35.151, 35.104;

C. REMEDIAL RELIEF – ARCHITECTURAL AND PROGRAMMATIC BARRIERS

13. Within three months from the Effective Date, SLOC shall ensure that all inmates with mobility disabilities are housed in cells with the accessible elements necessary to afford the inmate access to safe, appropriate housing. 28 C.F.R. § 35.152(b)(3). Inmates with mobility disabilities must be housed in the most integrated setting appropriate to the needs of the individual. 28 C.F.R. §§ 35.130, 35.152. SLOC shall ensure that SLO Jail does not house inmates with mobility disabilities in inaccessible cells or housing areas. Specifically, SLOC shall:
 - a. Not use cells in the Main Jail or West Housing to house individuals with mobility disabilities unless SLOC conducts barrier removal to make the cell(s) to be used readily accessible to and usable by such individuals with mobility impairments;
 - b. Provide one or more accessible holding cells, and create a protocol to ensure that only an accessible holding cell is used pending assignment to permanent housing;
 - c. Ensure that it has at least one visitation room that is fully accessible to both visitors and inmates with mobility disabilities; and
 - d. Provide self-propelled wheelchairs to inmates with mobility impairments, who require a wheelchair to self-ambulate throughout the Jail, to attend programming, recreation, and medical appointments, and access all areas and programs available to inmates without mobility disabilities. Staff may assist an individual by pushing their wheelchair in limited situations when an inmate requests assistance, is physically unwell and needs urgent transport, or there is a legitimate safety or security risk.
14. Within 18 months, SLOC shall complete the modifications to SLO Jail specified below, using the 2010 Standards for Accessible Design, 28 C.F.R. § 35.104 (2010 Standards, or the Standards). Specifically, SLOC shall:
 - a. Provide accessible cells in each level of classification and special use area, in compliance with the 2010 Standards, ensuring that there are a sufficient number of accessible cells to meet the needs of the inmate population;

- b. Provide accessible toilet rooms for all inmates with mobility disabilities in, or in close proximity to, all program areas, including cells, in compliance with the 2010 Standards, including but not limited to accessible lavatories and urinals in accordance with §§ 309, 603, and 606 of the 2010 Standards;
 - c. Provide inmates with mobility disabilities access to accessible showers in compliance with the 2010 Standards, which shall be a transfer shower as defined by § 608.2.1 or a roll-in shower as defined by either § 608.2.2 or § 608.2.3. Grab bars, controls, a shower spray unit, a seat, curb, and enclosure shall comply fully with the 2010 Standards; and
 - d. Provide accessible phones in compliance with § 704 of the 2010 Standards.
15. SLOC shall maintain its operable features at the SLO Jail in accordance with § 309 of the 2010 Standards and 28 C.F.R. § 35.133(a).
16. Within 18 months and in accordance with the timeline set forth in Appendix B, SLOC shall complete the modifications to SLO Jail as specified in Appendix B, using the 2010 Standards.
17. In addition to the requirements set forth above in Paragraphs 13–16, SLOC shall provide additional cells, showers, toilet rooms, and tables as necessary, in accordance with the 2010 Standards, to ensure that each inmate with a mobility disability has the same access as all other inmates to the elements necessary to afford the inmate safe, appropriate housing. This includes, but is not limited to, an adequate number of accessible toilets, lavatories, showers, and tables to meet the needs of the inmates with mobility disabilities. 28 C.F.R. § 35.152.
18. Within 30 days after the Effective Date, SLOC will retain an Independent Licensed Architect as set forth below to assess compliance with the Standards for any alteration, addition, or modification made by SLOC during the term of this Agreement.
- a. SLOC will retain an Independent Licensed Architect, who must be pre-approved by the United States, throughout the term of the Agreement, who is knowledgeable about the architectural accessibility requirements of the ADA. The Independent Licensed Architect must act independently to certify whether remediation of the violations identified in Appendix B and any other alterations, additions, or modifications made by SLOC to SLO Jail during the term of this Agreement comply with the applicable accessibility standards pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). These requirements shall be included in the Independent Licensed Architect’s scope of work.
 - b. The Independent Licensed Architect will conduct semi-annual inspections of SLOC’s correctional facilities. The Independent Licensed Architect will impartially prepare written reports with photographs identifying that each deviation from the Standards previously identified has been remediated, will use the certification form at Appendix C for each element related to architectural

accessibility identified in Appendix B, and will submit such reports to SLOC and the United States. The Independent Licensed Architect will be considered a neutral inspector for purposes of issuing certifications and will be reasonably available to the United States to discuss reports, photographs, and certifications.

- c. The United States may also, in its discretion, provide technical assistance to the Independent Licensed Architect throughout the term of this Agreement. Upon request by the United States, SLOC will provide prior notice to the United States of inspections by the Independent Licensed Architect to allow representatives of the United States to be present.
- d. SLOC will submit Independent Licensed Architect certifications (Appendix C) along with its reporting requirements as set forth in this Agreement.

D. REMEDIAL RELIEF – ADA PROCEDURES AND NOTICE

- 19. Notice: Within 30 days after the Effective Date, SLOC shall post the “Notice of Rights for Inmates with Disabilities under the Americans with Disabilities Act” (Notice), attached as Appendix A, in inmate common areas at each facility, and shall provide a copy of such notice to all inmates known to have a mobility disability. SLOC shall maintain these postings in a legible format and shall also provide appropriate translations of this Notice to inmates who require such translations, and shall orally advise inmates with visual impairments or limited reading capabilities of the contents of the Notice during such inmates’ intake. SLOC shall revise the San Luis Obispo County Sheriff’s Office Custody Manual to include the identity and general responsibilities of the ADA Coordinator described in Paragraph 20, and the ADA Grievance Procedure described in Paragraph 22, within 90 days after the Effective Date.
- 20. ADA Coordinator: SLOC has represented that it has an ADA Coordinator at SLO Jail. SLOC shall continue to designate at least one employee at SLO Jail to serve as the facility’s ADA Coordinator. The ADA Coordinator will coordinate SLO Jail’s efforts to comply with and carry out SLOC’s responsibilities under Title II of the ADA and this Agreement. Within 90 days after the Effective Date, SLOC shall ensure that the ADA Coordinator has the training necessary to ensure that he or she is fully knowledgeable about the requirements of the ADA and the statute’s implementing regulations, including the legal rights of inmates with disabilities. This training shall include, but is not limited to, the ADA’s program access requirements, removing barriers to access, implementing an ADA grievance procedure, and making reasonable modifications to policies, practices, and procedures for individuals with disabilities. The training will also include an overview of the spectrum of various disabilities and the spectrum of appropriate accommodations or reasonable modifications that may be required for such individuals in a custodial setting, recognizing that an individual assessment is required to determine the specific modification to be provided for a particular individual. Further, SLOC shall ensure that the ADA Coordinator attends at least eight (8) hours of training per year on ADA requirements and new developments.

21. If SLOC changes the ADA Coordinator at SLO Jail during the term of this Agreement, it will notify the United States in writing, ensure that the new coordinator promptly receives the training set forth in Paragraph 20, and update the name and contact information anywhere it appears, within seven days of making such a change.
22. Establishment of Grievance Procedures consistent with the ADA: Within 60 days after the Effective Date, SLOC shall submit to the United States, for review and comment, a detailed grievance procedure that complies with the requirements of Title II of the ADA. This grievance procedure, which shall include the minimum terms contained in the draft policy attached in Appendix D, shall be subject to approval by the United States. SLOC will review and respond to all grievances within a reasonable time, and shall have an effective, impartial appeal procedure. SLOC may not deny an inmate's request for a grievance form or an inmate's attempt to file a grievance related to the ADA, and must keep a record of all grievances filed as well as the response given to the inmate consistent with the SLOC record retention Policy and statutory retention requirements.
23. Employee Custody Manual Revision: The Employee Custody Manual shall be revised within 90 days after the Effective Date to explain that failing to provide an inmate with a grievance form when requested, failing to respond appropriately to a grievance, destroying or concealing grievances, attempting to intimidate an inmate from filing a grievance, and retaliating against an inmate who has filed a grievance, shall each be a cause for disciplinary review.

E. COMPLIANCE

24. ADA Training: Within 120 days after the United States' approval of the policy and procedure described in Paragraph 22 of this Agreement, SLOC will train all employees and contractors at SLO Jail, who have contact with inmates, on the nondiscrimination requirements of Title II of the ADA, and the terms of this Agreement.
 - a. Within 90 days after the Effective Date, SLOC will submit to the United States the proposed curriculum for the ADA Training(s), as well as the name(s), qualifications (including resume(s)), and contact information of the individual(s) who will conduct the Training(s). SLOC's choice of individual(s) who will conduct the Training(s) and the proposed curriculum will be subject to approval by the United States, not to be unreasonably withheld.
 - b. SLOC will maintain attendance logs for the duration of this Agreement reflecting the names and titles of attendees and dates of each session of the Training(s) conducted under this Agreement.
 - c. For persons who do not attend the ADA Training(s) on a designated training date as required under this Agreement (for instance, because the employee or contractor was on leave or began employment with SLOC after the designated training date), SLOC will provide the same Training(s) in-person or by other means to such persons within 90 days after the individual's commencement of

employment by SLOC or within 90 days after the individual's return to employment (for example, because of leave).

- d. All trainings conducted after the initial training may either be provided live or via web-based tutorial, or any other mode capable of conveying the ADA topics listed above. If these subsequent trainings are not provided live, the trainer(s) shall be available to directly answer any questions a participant may have after each training.
25. Recordkeeping: For the term of this Agreement, SLOC will preserve all records related to the Agreement. Such documents include, but are not limited to, relevant policies, practices, and procedures; classification and housing records for inmates with mobility disabilities; requests for accommodations or modifications by inmates with mobility disabilities; complaints or grievances submitted pursuant to the ADA Grievance Procedure established by Paragraph 22; and training materials and attendance logs created pursuant to Paragraph 24. SLOC will promptly provide copies of these records to the United States upon the United States' request.
26. Reporting Requirements: Within 180 days after the Effective Date and every six months thereafter for so long as this Agreement is in effect, SLOC will submit a report to the United States detailing SLOC's compliance efforts under this Agreement. The report will include:
- a. Written confirmation that SLOC has met the requirements of Paragraphs 13 and 19 through 25 of this Agreement;
 - b. A copy of all policies, procedures, and practices revised pursuant to Paragraphs 19 and 23 of this Agreement;
 - c. Dates and attendance logs of ADA Training(s);
 - d. Information about inmates with mobility disabilities who were housed at the SLO Jail during the period being reported, including for each the inmate's name, classification, the type of mobility disability, the housing location(s), accommodation(s) requested, and accommodation(s) received; and
 - e. A report of any formal or informal grievances, complaints, or requests for accommodations or modifications SLOC has received from or regarding individuals with mobility disabilities or through the ADA Grievance Procedure described in Paragraph 22. The report will identify each complainant's name, the affected individual's name (if different from the name of the complainant), the subject matter of the grievance, and any responses or actions taken by SLOC in response to the grievance. SLOC will also preserve all such written complaints or grievances received in any format, written reports of oral complaints, and copies of SLOC's responses to such complaints or grievances.
 - f. A report of all efforts undertaken during the reporting period to comply with Paragraphs 14 through 18 of this Agreement, including all modifications

completed pursuant to Appendix B and all reports of the Independent Licensed Architect prepared pursuant to Paragraph 18(b).

F. MONETARY RELIEF

27. SLOC agrees to pay a total of \$175,000 to compensate the aggrieved person described in Paragraph 3.
28. Within 14 days after the Execution Date of this Agreement, SLOC shall send to the attorney of record for the aggrieved person described in Paragraph 3 of this Agreement a copy of this signed Agreement, along with a Release of Claims Form, attached as Appendix E.
29. Within seven days after SLOC's receipt of a completed Release of Claims Form executed by the aggrieved person and his attorney of record, SLOC will pay and deliver to the attorney of record for the identified aggrieved individual a check in an amount agreed to in Paragraph 27.

G. MISCELLANEOUS PROVISIONS

30. Delivery of Reporting Materials: All materials sent to the United States pursuant to this Agreement shall be sent by email to Alyse.Bass@usdoj.gov, Acrivi.Coromelas@usdoj.gov, and Matthew.Nickell@usdoj.gov. The email shall include a subject line referencing SLOC, DJ No. 204-12C-506, and USAO No. 2018V01548.
31. Enforcement: The United States may review compliance with this Agreement at any time. SLOC will cooperate fully with the United States' efforts to monitor compliance with this Agreement, including but not limited to, providing the United States with information covered in this Agreement and allowing the United States to interview inmates and to inspect documents and facilities. After receipt of each report referenced in Paragraphs 18 and 26, the parties will confer to assess SLOC's compliance with this Agreement. If the United States believes SLOC has failed to comply adequately or in a timely manner with any requirement of this Agreement or any requirement has been violated, the United States will notify SLOC in writing and the Parties will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within 30 days after the date it notifies SLOC, the United States may institute a civil action in federal court to enforce this Agreement or to enforce Title II of the ADA based on the allegations described in this Agreement.
32. Titles and Headings: Titles and other headings contained in this Agreement are included only for ease of reference and shall have no substantive effect.
33. Entire Agreement: This Agreement, including Appendices A–E, constitutes the entire agreement between the Parties on the matters raised herein, and described in Paragraphs 1–4 above, and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement shall be enforceable.

34. Consideration: In consideration of the terms of this Agreement, the United States agrees to refrain from undertaking further investigation or from filing a civil suit under Title II of the ADA related to the allegations in Paragraphs 3–4, except as provided in Paragraph 31. The Parties agree and acknowledge that this consideration is adequate and sufficient. Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States of any right to institute proceedings against SLOC for violations of any statutes, regulations, or rules administered by the United States or to prevent or limit the right of the United States to obtain relief under the ADA.
35. Severability: If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect.
36. Non-Waiver: Failure by the United States to enforce any provision or deadline in this Agreement shall not be construed as a waiver of the right of the United States to enforce any deadline or provision of this Agreement.
37. Effective Date: The Effective Date of this Agreement is the date of the last signature below. Unless otherwise specified, all time periods designated for an action, including all Completion Dates in Appendix B, run from the Effective Date.
38. Limitation: This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 3–4, above. Nothing in this Agreement relates to other provisions of the ADA or affects SLOC's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities. In addition, this Agreement does not affect any other civil or criminal investigations that the United States is currently conducting or may conduct of SLOC under the ADA or any other federal laws.
39. Extensions: Any time limits for performance imposed by this Agreement may be extended only by the mutual written consent of the Parties.
40. Successor Liability: This Agreement is final and binding on SLOC, its officers, employees, successors, and assigns, including its officers, employees, agents, and any other person under the authority or control of SLOC.
41. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Agreement, notwithstanding that each Party is not a signatory to the original or the same counterpart.
42. Authority: The individuals signing this Agreement represent that they are authorized to do so on behalf of the respective entity for which they have signed.
43. Term: This Agreement shall remain in effect for a term of 24 months from its Effective Date. The term of this Agreement may be extended by mutual written consent of the Parties.

44. Early Termination: Notwithstanding Paragraph 43, this Agreement will terminate earlier than 24 months if the United States determines that SLOC has demonstrated durable compliance with Title II of the ADA with respect to the violations outlined in this Agreement.
45. Partial Termination: Notwithstanding Paragraph 43, if the United States determines that SLOC has demonstrated durable compliance with a part of the Agreement and that part is sufficiently severable from the other requirements of the Agreement, the Parties may terminate that part of the Agreement. In determining whether SLOC has demonstrated durable compliance with a part of the Agreement, the United States may assess collectively all the requirements of the Agreement to determine whether the intended outcome of the part has been achieved.
46. Modifications: If at any time SLOC seeks to modify any portion of this Agreement because of changed conditions making performance impossible or impractical, or for any other reason, it will promptly notify the United States in a writing setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written agreement by the United States to the proposed modification, the proposed modification will not take effect. The United States' approval will not be unreasonably withheld or delayed.
47. Publicity: This Agreement and any amendment hereto shall be public documents.

[Signatures on next page]

For the County

/s/

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APPENDIX A

NOTICE OF RIGHTS FOR INMATES WITH DISABILITIES UNDER THE AMERICANS WITH DISABILITIES ACT

THE RIGHT TO A REASONABLE ACCOMMODATION OR MODIFICATION

The San Luis Obispo County Sheriff's Office is committed to providing individuals with disabilities equal opportunity to access its services, programs, and activities, in accordance with its obligations under the Americans with Disabilities Act (ADA). If you have a disability, you have a right to request a reasonable modification (or accommodation) in order to have equal access to the San Luis Obispo County Jail's programs, services, and activities. You also have a right to safely access a shower, toilet and cell, and other programs, services and activities, in a manner consistent with the architectural and program access requirements of Title II of the ADA. To comply with the ADA, the Sheriff's Office may, among other things:

1. Make reasonable modifications to policies, practices, and/or procedures,
2. Remove barriers to access to SLO Jail's programs, services, and activities, and/or
3. Provide auxiliary aids and services.

HOW TO ASK FOR A REASONABLE MODIFICATION OR ACCOMMODATION

If you need a reasonable modification or accommodation, ask your case manager, the Jail's ADA Coordinator, or any staff member for an ADA Request for Accommodation form. If you need help filling out the form, you may ask a staff member to assist you.

HOW TO FILE AN ADA GRIEVANCE

You have the right to file a grievance related to disability discrimination, including if you are denied a request for reasonable modification or accommodation, in accordance with the Jail's ADA Grievance Procedure. Your ADA Coordinator will review your grievance and respond accordingly.

YOUR FACILITY ADA COORDINATOR IS:
[INSERT NAME]

APPENDIX B

ARCHITECTURAL AND PROGRAMMATIC BARRIERS AT SLO JAIL

APPENDIX C

CERTIFICATION OF COMPLIANCE WITH THE ADA STANDARDS FOR ACCESSIBLE DESIGN

I, [NAME], in my capacity as an Independent Licensed Architect, retained by the San Luis Obispo County Sheriff's Office (SLOC) and approved by the United States pursuant to Paragraph 18 of the Settlement Agreement executed between the United States and SLOC on [DATE], hereby certify, to the best of my knowledge, information, and belief, that the following element identified below is in compliance with the physical accessibility requirements of the 2010 ADA Standards for Accessible Design, 28 C.F.R. § 35.104.

Element Identified in Appendix B of the Settlement Agreement:

Description of Element:

Location of Element:

Printed Name of Independent Licensed Architect

Signature of Independent Licensed Architect

Date

APPENDIX D

GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

PURPOSE AND SCOPE

This grievance procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). San Luis Obispo County Jail (SLO Jail) will afford access to this procedure to any inmate who wishes to file a complaint alleging discrimination on the basis of disability by SLO Jail.

SLO Jail will provide all inmates with information about the existence and provisions of its grievance procedure, among other ways, by publishing a copy of it—and any related forms designed to implement its procedures—in the Inmate Handbook, and by posting information about it in conspicuous locations at SLO Jail. Information regarding the grievance procedure will be provided to inmates in a language and format accessible to the inmate.

INMATE GRIEVANCE PROCEDURES

The County will ensure that grievance forms are available on all units, and in the location where kites are stored. The County will assist inmates who are blind, deaf or hard of hearing, limited or non-English speakers, inmates with low literacy, and inmates who have physical or cognitive disabilities in accessing the grievance system. SLO Jail must ensure equal access to the grievance system for all inmates, including those who are blind, deaf or hard of hearing, have physical or cognitive disabilities, are illiterate, or have limited English proficiency, so that these prisoners have meaningful access to the grievance system. Examples of reasonable modifications to provide equal access include providing assistance in writing a grievance, explaining the grievance form for inmates with cognitive disabilities, interpreting or reading aloud responses, and procuring, completing, and submitting appeal paperwork as may be needed. The County will also make available in English and Spanish written instructions on how to complete and file the grievances.

An inmate may provide a completed grievance form directly to any SLO Jail employee or contractor as soon as possible, but must submit an ADA-related grievance form no later than 60 calendar days after the inmate becomes aware of the issue grieved. SLO Jail will also provide a lock box, or other mechanism by which an inmate can file a grievance anonymously, without alerting staff, on every housing unit that may be used by inmates to place a completed grievance. That lock box must be accessible to people with disabilities, including mobility disabilities. SLO shall ensure that inmates in restrictive housing or without access to housing unit dayrooms shall have daily opportunities to obtain and file a grievance form. SLO shall collect grievances from the lock boxes, other mechanism, and all housing units, including, restrictive housing areas at least once per day, and shall record the time of collection and the person doing the collection.

Employees or contractors receiving a grievance shall acknowledge receipt of the grievance by signing the form and giving a copy back to the inmate. The employee receiving the form shall immediately forward any grievance related to the ADA to the ADA Coordinator, or to the Chief

Medical Officer if the ADA Coordinator is the subject of the complaint. Grievances shall not be forwarded to any individual who is the subject of the complaint.

Employees or contractors may not deny an inmate's request to file a grievance related to the ADA. Nor may employees unreasonably delay in providing a copy of the grievance form or receiving a copy of a grievance. Inmates shall not be required to attempt to resolve grievances informally. Retaliation for use of the grievance system is prohibited. Failing to provide an inmate with a grievance form when requested, failing to respond appropriately to a grievance, destroying or concealing grievances, attempting to intimidate an inmate from filing a grievance, and retaliating against an inmate who has filed a grievance, shall each be a cause for disciplinary action.

TIMELY RESOLUTION OF ADA GRIEVANCES

Within five calendar days after receipt of an ADA grievance, the ADA Coordinator or his or her designee will meet with the inmate to discuss the grievance and the possible resolutions. Within five calendar days after the meeting, the ADA Coordinator or the designee will respond in writing, and where appropriate, in a language and format accessible to the inmate, such as large print, Braille, or verbal. The response will explain the position of SLO Jail and offer options for substantive resolution of the grievance. A substantive resolution of a grievance is one that addresses the inmate's underlying request or allegation. For example, if an inmate requests a double mattress due to a disability, the substantive resolution must approve or deny that request; scheduling an appointment with a medical provider is insufficient. The response should also have check boxes indicating whether the grievance was upheld or denied with a statement next to the denied box that the inmate has the right to appeal and how long the inmate has to appeal. For any grievance that is denied, the inmate shall be given a copy of SLO's grievance appeal form. All resolutions of grievances shall be documented in the grievance log described below under "Recording Grievances."

APPEALS TO ADA GRIEVANCE FINDINGS

If the response by the ADA Coordinator or his or her designee does not resolve the issue to the inmate's satisfaction, the inmate may appeal the decision to the Chief Medical Officer or a designated Lieutenant, within 15 calendar days after receipt of the response.

Within seven calendar days after receipt of the appeal by any SLO employee, the Chief Medical Officer or a designated Lieutenant will meet with the inmate to discuss the grievance and possible resolutions. Within seven calendar days after the meeting, the Chief Medical Officer or designated Lieutenant will respond in writing, and, where appropriate, in a language and format accessible to the inmate, with a final resolution of the grievance.

The individual who reviews an appeal cannot be the same individual who reviewed the initial grievance.

RECORDING GRIEVANCES

All written grievances received by SLO Jail, appeals of grievance decisions, and any responses

from SLO Jail will be retained by SLO Jail for at least the duration of this Agreement. The SLO Jail should maintain a log with a record of informal resolutions of grievances before grievance forms were completed, the grievances, the nature of the grievances, any responses to the grievances, whether the grievances were denied or upheld, any appeals, and the results of any appeal. The log will also include the dates that grievances were submitted, responded to, appealed, and responded to on appeal. All such information regarding the handling of an inmate's grievance shall also be recorded in the inmate's file.

GRIEVANCE AUDITS

At least once every six months, the Captain or a designated Lieutenant (who is different from the Lieutenant who handled an appeal) shall perform an audit of all inmate grievances filed in the previous calendar year. The Captain or Lieutenant with responsibility for the grievance audits shall not be the same person who has the responsibility of handling grievance appeals. The audit should analyze grievances to ensure the timely resolution of grievances and identify any problematic trends, such as no responses to multiple kites, delays in specialty care, failure to provide accommodations, failure to identify a grievance as an ADA-based grievance, or delays in responding to grievances. The person who conducts the audits should forward a memorandum to the Sheriff detailing the findings, including recommendations regarding any changes to policy or procedures, or any additional training that might be warranted to reduce future complaints.

The Sheriff shall evaluate the recommendations and ensure appropriate action is taken.

Any training issues identified as a result of the bi-annual audit should be forwarded to the Training Coordinator, who will be responsible for ensuring all necessary and required training is scheduled and completed.