

INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED

JAN 17 2019

POLICE COMMISSION

Handwritten signature and date: 1/17/19

December 11, 2018
14.5

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN THE LOS ANGELES POLICE DEPARTMENT AND THE LOS ANGELES WORLD AIRPORTS POLICE REGARDING DELIVERY OF SELECT BEHAVIORAL SCIENCE SERVICES

RECOMMENDED ACTIONS

1. That the Board REVIEW and APPROVE the Memorandum of Agreement (MOA) between the Los Angeles Police Department (LAPD) and the Los Angeles World Airports Police (LAWAPD) regarding delivery of select Behavioral Science Services.
2. That the Board requests the Mayor and Council to:
 - A. APPROVE the attached Memorandum of Agreement; and,
 - B. AUTHORIZE the Chief of Police to execute the attached MOA, on behalf of the City, with LAWAPD.
3. That the Board TRANSMIT the report concurrently to the Mayor and the City Council for their approval.

DISCUSSION

The LAWAPD requests LAPD to provide Behavioral Science Services on an hourly rate basis as directed in the MOA and will reimburse the LAPD for services provided throughout Fiscal Year 2018-2019. The LAPD reserves the right to renegotiate the Agreement in the event such costs increase because of Behavioral Science Services provided to LAWAPD.

If you have any questions, please contact Captain Jennifer Thomas, Acting Commanding Officer, Policies and Procedures Division, at (213) 486-0400.

Respectfully,

Handwritten signature of Michel R. Moore

MICHEL R. MOORE
Chief of Police

Attachments

OF
COMMISSIONERS

Approved
Secretary

BOARD OF
POLICE COMMISSIONERS

Approved *January 22, 2019*
Secretary *Harold Alva*

INTRADEPARTMENTAL CORRESPONDENCE

December 11, 2018
14.5

TO: Chief of Police

FROM: Director, Office of Constitutional Policing and Policy

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN
THE LOS ANGELES POLICE DEPARTMENT AND THE
LOS ANGELES WORLD AIRPORTS POLICE REGARDING
DELIVERY OF SELECT BEHAVIORAL SCIENCE SERVICES

Attached for your review and signature are two renewal original Memorandum of Agreements (MOA) between the Los Angeles Police Department (LAPD) and the Los Angeles World Airports Police (LAWAPD). The purpose of this MOA is to provide select psychological services to LAWAPD employees and concerned commanding officers in an effort to prevent negative long-term psychological effects, enhance work performance and mitigate potential disciplinary behaviors.

This MOA was reviewed and approved by Assistant City Attorney Debra Gonzales, Office of the Los Angeles City Attorney and Management Assistant Claudia Orr, Fiscal Operations Division.

Should you have any questions or require further information, please contact Captain Jennifer Thomas, Acting Commanding Officer, Policies and Procedures Division, at (213) 486-0400.



ARIF ALIKHAN, Director
Office of Constitutional Policing and Policy

Attachments

LOS ANGELES POLICE DEPARTMENT



MICHEL R. MOORE
Chief of Police

P.O. Box 30158
Los Angeles, CA 90030
Telephone: (213) 486-0400
TDD: (877) 275-5273
Ref # 14.5

ERIC GARCETTI
Mayor

December 14, 2018

David L. Maggard Jr.
Chief of Airport Police
Los Angeles World Airports
6320 West 96th Street
Los Angeles, CA 90045

Dear Chief Maggard:

The Los Angeles Police Department (LAPD) recently reviewed and approved the renewal of a Memorandum of Agreement (MOA) between the LAPD and the Los Angeles World Airports Police (LAWAPD). The purpose of this MOA is to provide select psychological services to LAWAPD employees and concerned commanding officers to prevent negative long-term psychological effects, enhance work performance and mitigate potential disciplinary behaviors.

Enclosed are two originals of the MOA that are being sent to you for further execution. It is requested that Patrick M. Gannon, Deputy Executive Director, Los Angeles World Airports; Deborah Flint, Chief Executive Officer, Los Angeles World Airports; and yourself sign both and return one original MOA back to the LAPD in the enclosed self-addressed envelope.

Should you have any questions or require further information, please contact Captain Jennifer Thomas, Acting Commanding Officer, Policies and Procedures Division, at (213) 486-0400.

Respectfully,

A handwritten signature in blue ink, appearing to be "MR Moore", written over a large blue checkmark.

MICHEL R. MOORE
Chief of Police

Enclosures

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LOS ANGELES POLICE DEPARTMENT
AND
THE LOS ANGELES WORLD AIRPORTS POLICE
REGARDING
DELIVERY OF SELECT BEHAVIORAL SCIENCE SERVICES**

I. PARTIES

The parties to this Memorandum of Agreement (MOA) are the Los Angeles Police Department (LAPD), acting through the Board of Police Commissioners, and the Los Angeles World Airports Police (LAWAPD), acting through the Board of Airport Commissioners.

II. PURPOSE

This MOA is intended to provide select psychological services to LAWAPD employees and concerned commanding officers in an effort to prevent negative long-term psychological effects, enhance work performance and mitigate potential disciplinary behaviors. The LAPD's Behavioral Science Services (BSS) will provide professional clinical debriefing and intervention to individuals exposed to a critical incident, specifically an officer-involved shooting, categorical use of force or a blood borne pathogen exposure. Behavioral Science Services will also provide individual psychotherapy to LAWAPD employees and couples therapy to LAWAPD employees and their spouse/significant other on a self-referred basis. In situations in which a LAWAPD commanding officer has concerns about an employee's potential to self-harm or harm someone else, or an employee's behavior in the workplace has a detrimental effect on the performance of their own or other employees' duties, BSS may assess and intervene with the employee in an effort to modify his/her behavior and mitigate any concerns.

III. GENERAL PROVISIONS

Location of Service Delivery. Clinical services will be provided at one of BSS clinical offices. Behavioral Science Services' Headquarters is located at 3550 Wilshire Blvd., Suite 1050, Los Angeles, 90010 and the Van Nuys Office is located at 14410 Sylvan Street, 8th Floor, Los Angeles, 91401. Training and on-site responses following a major critical incident will be conducted at a designated location agreed upon by the LAWAPD and Chief Police Psychologist.

Hours of Operation. Behavioral Science Services' regular office hours are from 0730 hours to 1700 hours, Monday through Friday; BSS is closed for major holidays and civilian holidays. A clinical psychologist is available 24 hours per day, seven days a week and may be accessed by contacting LAPD's Department Operations Center (DOC), Communications Division, at 213-484-6700.

Memorandum of Agreement
Los Angeles World Airports Police

Medical Record Maintenance. Behavioral Science Services shall be the sole entity responsible for the storage and maintenance of confidential patient records. Any and all administrative and clinical records created by BSS in the course of service delivery will be maintained at BSS in accordance with applicable Federal and State Law, Case Law and administrative protocols (viz., California Board of Psychology). Requests for Records or duly authorized subpoena duces tecum will be handled in accordance with all applicable laws.

IV. RESPONSIBILITIES OF THE LOS ANGELES POLICE DEPARTMENT

The LAPD will be responsible for the following:

- A. The LAPD will provide psychological debriefing services in accordance with existing standards of practice to any LAWAPD employee involved in an officer-involved shooting, categorical use of force, or blood borne pathogen exposure. In consideration for this service, the LAPD will receive an estimated \$175.43 per hour for each clinical session scheduled by BSS staff. The LAPD's monthly billing will reflect actual time and costs for service to be reimbursed by the LAWAPD.
- B. The LAPD will provide psychological evaluation and counseling to any LAWAPD employee who, with the approval of the employee's respective commanding officer or their designee, directs that employee to BSS for psychological assistance. In consideration of this service, the LAPD will receive an estimated \$175.43 per hour for each clinical session scheduled by BSS staff. The LAPD's monthly billing will reflect actual time and costs for service to be reimbursed by LAWAPD.
- C. The LAPD will provide psychological evaluation and counseling to any LAWAPD employee who, of their own accord, obtains individual psychotherapy for themselves or couples therapy for they and their spouse/significant other. In consideration of this service, the LAPD will receive an estimated \$175.43 per hour for each clinical session scheduled by BSS staff. The LAPD's monthly billing will reflect actual time and costs for service to be reimbursed by LAWAPD.
- D. The LAPD will provide counseling to address substance abuse or alcohol misuse to LAWAPD employees who, having been directed into BSS, are determined to have a potential alcohol or prescription drug dependence. In consideration for this service, the LAPD will receive an estimated \$142.00 per hour for each hour of counseling provided. If services must be provided on an overtime basis (OT), the BSS Chief Police Psychologist must pre-approve such time. If OT is incurred, the LAPD will receive an estimated \$172.00 per hour for each hour of counseling

Memorandum of Agreement
Los Angeles World Airports Police

provided. The LAPD's monthly billing will reflect actual time and costs for service, including overtime rates, to be reimbursed by the LAWAPD.

- E. The LAPD will provide training to LAWAPD management, at their request, on the existence, utilization and procedure for utilizing BSS services. The LAPD may, at the discretion of the LAWAPD, provide training on various subjects related to the implementation and facilitation of this MOA. In consideration of any such training, the LAPD will receive an estimated \$350.00 per hour, for two instructors, as compensation for preparation, transport and delivery of such training. The LAPD's monthly billing will reflect actual time and costs for service to be reimbursed by the LAWAPD.
- F. The LAPD will ensure that a psychologist is periodically available on-site at LAWAPD's Los Angeles International Airport (LAX) facilities to provide brief clinical consultation, training and consultation to LAWAPD employees. This service may be extended to other LAWAPD locations if BSS deployment can accommodate a request from LAWAPD. In consideration for this service, the LAPD will receive an estimated \$175.43 per hour for each hour of counseling provided. The LAPD will provide up to 16 hours of on-site availability per month.
- G. The LAPD will provide dietarian science services ('nutritional counseling') to any LAWAPD employee who, of their own accord, obtains individual psychotherapy for themselves or couples therapy for they and their spouse/significant other. In consideration of this service, the LAPD will receive an estimated \$117.38 per hour for each clinical session scheduled by BSS staff. The LAPD's monthly billing will reflect actual time and costs for service to be reimbursed by LAWAPD.
- H. The LAPD will provide its own transportation and clinical office space, supplies and computer equipment as necessary.
- I. The LAPD will provide psychological services to LAWAPD employees following a major critical incident (viz., line-of-duty death or critical injury, unusual occurrence involving multiple employees) in accordance with best clinical practice and BSS standard procedures. Any such request must be approved by the Chief of Airport Police, LAWAPD, and approved as clinically appropriate by the BSS Chief Police Psychologist. The LAWAPD will not be billed for these services during this contract period.
- J. The LAPD, BSS, will comply with all legally-issued subpoenas for records and/or appearance in accordance with current standards of practice. The LAWAPD will not be billed for any time or material costs associated with the production of subpoenaed documents.

Memorandum of Agreement
Los Angeles World Airports Police

Should a subpoena result in the physical appearance of a BSS employee(s) for deposition or court, the LAPD will receive compensation for each hour of preparation, transportation and appearance of that employee(s) at a rate reflected in Appendix A.

V. RESPONSIBILITIES OF THE LOS ANGELES WORLD AIRPORTS POLICE

The LAWAPD will be responsible for the following:

- A. The LAWAPD will abide by existing LAPD and BSS policy, procedure and practices as it applies to patient care and record maintenance. Such policy, procedure and practice are subject to change at the sole discretion of BSS.
- B. The LAWAPD will ensure that BSS clinical staff is given ready access to relevant and necessary employee information on a need-to-know basis as may be necessary to provide thorough evaluation and treatment of presenting problems.
- C. The LAWAPD will ensure that commanding officers or their designee respond in a timely fashion to BSS requests and communications.
- D. The LAWAPD will be responsible for working with BSS staff to schedule and provide necessary notifications to their employees of any mandated, directed-in or debriefing service to be provided.
- E. The LAWAPD shall respect the confidentiality of LAWAPD employees who obtain psychological assistance from BSS.
- F. The LAWAPD will reimburse the LAPD for costs associated with the BSS services provided, as delineated in Appendix A. The LAWAPD will reimburse the LAPD for the costs of BSS services at the following rates: psychological debriefing services as described in Paragraph IV. A, at the rate of \$123.00 per hour; psychological evaluation and counseling services as described in Paragraphs IV. B, and IV. C, at the rate of \$175.43 per hour; counseling for substance/alcohol abuse as described in IV. D, at the rate of \$142.00 per hour and \$172.00 per hour if overtime is incurred; training as described in Paragraph IV. E, at the rate of \$350.00 per hour; and on-site psychological services described in IV. F, at the rate of \$175.43 per hour. Dietitian/Nutritionist services will be reimbursed as described in Paragraph IV. G, at the rate of \$117.38 per hour.

Memorandum of Agreement
Los Angeles World Airports Police

VI. POINT OF CONTACT

A. The Point of Contact for the LAPD is:

Dr. Kevin J. Jablonski
Chief Police Psychologist
Behavioral Science Services
Tel: 213-252-3090
Fax: 213-252-3917
Email: V9269@lapd.online

B. The Point of Contact for the LAWAPD is:

Captain Greg M. Staar
Commanding Officer, Homeland Security and Intelligence Section
Airport Police Division
Tel: 424-646-5593
Email: gstaar@lawa.org

VII. ENTIRE AGREEMENT

This MOA contains the entire agreement of the parties with respect to the subject matter of this MOA, and supersedes all prior negotiations, agreements and understandings with respect thereto.

VIII. MODIFICATION OF AGREEMENT

This MOA may be supplemented, amended, or modified only by mutual agreement of the parties. No supplement, amendment, or modification of this MOA shall be binding unless it is in writing and signed by all parties.

IX. SEVERABILITY

If any provision of this MOA shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

X. LIABILITY AND INDEMNIFICATION

Each party agrees to indemnify and hold the other party harmless from all loss or liability for injury or damage, actual or alleged, to persons or property, arising out of or resulting from the indemnifying party's acts or omissions in the performance of this MOA. In the event of third-party loss caused by the negligence, wrongful acts or omissions of either party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them, or judicially determined.

Memorandum of Agreement
Los Angeles World Airports Police

XI. EFFECTIVE DATE AND TERM OF AGREEMENT

This MOA will become effective on the date of the final signature of the parties and shall remain in effect until the close of the 2018/2019 Fiscal Year (June 30, 2019). This MOA will automatically renew at the beginning of each Fiscal Year unless otherwise terminated by one or both of the parties to this Agreement.

XII. TERMINATION

Either party may terminate this MOA after thirty (30) days written notice to the other party.

Memorandum of Agreement
Los Angeles World Airports Police

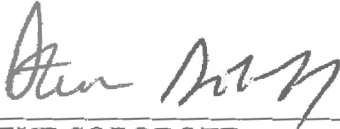
Agreed to:



MICHEL R. MOORE
Chief of Police
Los Angeles Police Department

Date 12-20-18

Agreed to:



STEVE SOBOROFF
President
Los Angeles Police Commission

Date 1/22/2019

Agreed to:

DAVID L. MAGGARD JR.
Chief of Airport Police
Los Angeles World Airports

Date _____

Agreed to:

PATRICK M. GANNON
Deputy Executive Director
Los Angeles World Airports

Date _____

Agreed to:

DEBORAH FLINT
Chief Executive Officer
Los Angeles World Airports

Date _____

APPENDIX A

**TO THE MEMORANDUM OF AGREEMENT
BETWEEN
THE LOS ANGELES POLICE DEPARTMENT
AND
THE LOS ANGELES WORLD AIRPORTS POLICE
REGARDING
DELIVERY OF SELECT BEHAVIORAL SCIENCE SERVICES**

The program costs would be billed on a monthly basis and include only those charges which have accrued during the billing cycle. Based on the preliminary cost analysis provided by the LAPD, the only cost associated with the services would be that which is required to compensate the LAPD staff hours. Below is an hourly rate and overhead cost projection for the LAPD staff who would be involved in the services.

Title	Biweekly	Rate/Hr	CapRate	CapRate Amount	(Rate/Hr+ Cap Rate)
Police Psychologist I	\$5,062.09	\$63.28	177.24%	\$112.15	\$ 175.43
Police Psychologist II	\$6,138.40	\$76.73	177.24%	\$136.00	\$ 212.73
Chief Police Psychologist	\$6,709.60	\$83.87	177.24%	\$148.65	\$ 232.52
Senior Administrative Clerk	\$2,507.62	\$31.35	177.24%	\$ 55.56	\$ 86.90
Police Sergeant I	\$4,838.51	\$60.48	134.20%	\$ 81.17	\$ 141.65
Police Detective II (OIC)	\$4,859.38	\$60.74	134.20%	\$ 81.52	\$ 142.26
Police Sergeant I/Police Detective II (OIC) [average cost]	\$4,848.95	\$60.61	134.20%	\$ 81.34	\$ 141.95
Nutritionist	\$3,387.20	\$42.34	177.24%	\$ 75.04	\$ 117.38