

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT
AND THE LOS ANGELES POLICE DEPARTMENT
FOR DELIVERY OF SELECT BEHAVIORAL SCIENCE SERVICES

This Memorandum of Agreement (MOA) is made and entered into by and between the City of Los Angeles Harbor Department (LAHD), acting by and through its Board of Harbor Commissioners (Board), and the Los Angeles Police Department (LAPD) for the benefit of the Los Angeles Port Police (LAPP).

WHEREAS, the LAPP requires the provision of select psychological services for the purposes of preventing negative psychological health effects for its employees, the enhancement of work performance, and to prevent or address potential behavioral health concerns; and,

WHEREAS, the LAPD has behavior science service resources that can be made available to employees of LAPP; and,

WHEREAS, the LAHD requires the professional, expert and technical services being provided by the LAPD to assist the LAPP in meeting its goals of providing behavioral science service resources to its employees under selected circumstances; and,

WHEREAS, the LAPD possesses staff with extensive experience in providing behavioral science services to law enforcement agency employees.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. PURPOSE

This MOA is intended to provide select psychological services to LAPP 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. The BSS will also provide individual and couples counseling to the LAPP employees and their spouse/significant other on a self-referred basis. In situations in which a LAPP 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 his/her own or other employees' duties, BSS may assess and intervene with the employee in an effort to modify their behavior and mitigate any concerns.

II. GENERAL PROVISIONS

Location of Service Delivery. Clinical services will be provided at one of BSS clinical offices. Behavioral Science Services' Headquarters is located at 221 N. Figueroa Street, Suite 650, Los Angeles, 90012. Training and on-site responses following a major critical

incident will be conducted at a designated location agreed upon by the LAPP and the BSS Chief Police Psychologist. The LAPP may provide designated workspace for BSS personnel to provide clinical services.

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 at 213-484-6700.

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 subpoenas duces tecum will be handled in accordance with all applicable laws.

III. 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 LAPP employee involved in an officer-involved shooting, categorical use of force, or blood borne pathogen exposure. This service will be provided face-to-face and/or by telehealth. The LAPD's quarterly billing will reflect actual time and costs for service to be reimbursed by the LAPP.
- B. The LAPD will provide psychological evaluation and counseling to any LAPP employee who, with the approval of the employee's respective commanding officers of his or her designee, directs that employee to BSS for psychological assistance. This service will be provided face-to-face and/or by telehealth. The LAPD's quarterly billing will reflect actual time and costs for service to be reimbursed by the LAPP.
- C. The LAPD will provide psychological evaluation and counseling to any LAPP employee who, of their own accord, obtains individual psychotherapy for themselves or couples therapy for they and their spouse/significant other. This service will be provided face-to-face and/or by telehealth. The LAPD's quarterly billing will reflect actual time and costs for service to be reimbursed by the LAPP.
- D. The LAPD will provide counseling to address substance abuse or alcohol misuse to LAPP employees who, having been directed to BSS, are determined to have a potential alcohol or prescription drug dependence. If services must be provided on an overtime basis, the BSS Chief Police Psychologist must pre-approve such time. The LAPD's quarterly billing will reflect actual time and costs for service, including overtime rates, to be reimbursed by the LAPP.

Note: This MOA does not include providing transportation of a LAPP employee to an inpatient facility.

- E. The LAPD will provide training to LAPP management, at their request, on the existence, utilization, and procedure for utilizing BSS services. The LAPD may, at the discretion of the LAPP, provide training on various subjects related to the implementation and facilitation of this MOA. This service will be provided face-to-face and/or by video conferencing. The LAPD's quarterly billing will reflect actual time and costs for service to be reimbursed by the LAPP.
- F. The LAPD will ensure that a psychologist is periodically available on-site at LAPP's headquarters facility to provide brief clinical consultation, training, and consultation to LAPP employees. This service will be provided face-to-face and/or by video conferencing. This service may be extended to other LAPP locations if BSS deployment can accommodate a request from LAPP. The LAPD's quarterly billing will reflect actual time and costs for service to be reimbursed by the LAPP.
- G. The LAPD will provide dietary science services (nutritional counseling) to any LAPP employee who, of their own accord, obtains individual psychotherapy for themselves or couples therapy for them and their spouse/significant other. This service will be provided face-to-face and/or by telehealth. The LAPD's quarterly billing will reflect actual time and costs for service to be reimbursed by the LAPP.
- 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 LAPP employees following a major critical incident (viz., line of duty death or critical injury, unusual occurrence involving multiple employees) in accordance with best clinical practices and BSS standard procedures. Any such request must be approved by the Chief of Port Police, LAPP, and approved as clinically appropriate by the BSS Chief Police Psychologist. The LAPP 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 appearances in accordance with current standards of practice. The LAPP will not be billed for any time or material costs associated with the production of subpoenaed documents. 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 Exhibit A.

IV. RESPONSIBILITIES OF THE LOS ANGELES PORT POLICE

The LAPP will be responsible for the following:

- A. The LAPP will abide by existing LAPD and BSS policy, procedures, and practices as it applies to patient care and record maintenance. Such policy, procedures, and practices are subject to change at the sole discretion of BSS.
- B. The LAPP 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 LAPP will ensure that commanding officers or their designee respond in a timely fashion to BSS requests and communications.
- D. The LAPP 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 LAPP shall respect the confidentiality of LAPP employees who obtain psychological assistance from BSS.
- F. The LAPP will reimburse the LAPD for costs associated with the BSS services provided, as delineated in Exhibit A. Payments under this MOA shall not exceed \$60,000.

V. POINTS OF CONTACT

The Point of Contact for LAPD is:

Chief Police Psychologist
Behavioral Science Services
221 N. Figueroa Street, Suite #650
Los Angeles, CA 90012
Tel: 213-486-0790
Fax: 213-482-9596

The Point of Contact for LAPP is:

Chief of Port Police
Port Police Headquarters
330 South Centre Street
San Pedro, CA 90731
Tel: 310-732-3520
Fax: 310-547-2736

VI. INTEGRATION

This MOA contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this MOA by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the MOA and has not executed the MOA in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the MOA. The parties acknowledge that this agreement is intended to be, and is, an integrated MOA.

VII. MODIFICATION OF MOA

This MOA may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

VIII. SEVERABILITY

Should any part, term, condition, or provision of this MOA be declared or determined by any court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions, or provisions of this MOA shall not be affected thereby, and such invalid, illegal, or unenforceable part, term, condition, or provision shall be treated as follows: (a) if such part, term, condition, or provision is immaterial to this MOA, then such part, term, condition, or provision shall be deemed not to be a part of this MOA; or (b) if such part, term, condition, or provision is material to this MOA, then the parties shall revise the part, term, condition, or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

IX. 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.

X. EFFECTIVE DATE AND TERM OF MOA

Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director or his or her designee (Executive Director) upon authorization of the Board and shall continue in effect for or period of five (5) years or until its earlier termination by either party upon thirty (30) days' written notice to the

other party. Parties are aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles has the right to review this MOA. Accordingly, in no event shall this MOA become effective until after the expiration of the fifth Council meeting day after the Board's action or the date of City Council's approval of the MOA.

XI. STATE TIDELANDS GRANTS

This MOA is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this MOA is at all times subject to the limitations, conditions, restrictions, and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Both parties agree that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions, and reservations.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this MOA on the date below their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By: _____
EUGENE D. SEROKA
Executive Director

Date: _____

Attest: _____
AMBER M. KLESGES
Board Secretary

LOS ANGELES POLICE DEPARTMENT

By:  _____
MICHEL R. MOORE
Chief of Police,
Los Angeles Police Department

Date: 9-11-20

APPROVED AS TO FORM AND LEGALITY

_____, 2020
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
JOHN T. DRISCOLL, Deputy City Attorney

Account #	_____	W.O. #	_____
Ctr/Div #	_____	Job Fac. #	_____
Proj/Prog #	_____		
Budget FY:		Amount:	
TOTAL			
For Acct/Budget Div. Use Only:			
Verified by:	_____		
Verified Funds Available:	_____		
Date Approved:	_____		

EXHIBIT A

The program costs will be billed on a quarterly basis and include only those charges which have accrued during the billing cycle. The only cost associated with the services will 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. The LAPD reserves the right to adjust the fees on an annual basis based on the cost of living increases.

(The following reflects the current reimbursement rates per LAPD Fiscal Group 08/15/20)

HOURLY RATE AND OVERHEAD

TITLE	CURRENT BIWEEKLY	RATE/HR	CAP 40 RATE	CAP RATE AMOUNT.	TOTAL COST (RATE/HR+ CAP RATE AMT.)
CHIEF POLICE PSYCHOLOGIST	\$7,290.40	\$91.13	136.32%	\$124.23	\$215.36
POLICE PSYCHOLOGIST II	\$6,680.80	\$83.36	136.32%	\$113.64	\$197.00
POLICE PSYCHOLOGIST I	\$5,972.80	\$74.66	136.32%	\$101.78	\$176.44
NUTRITIONIST	\$3,680.00	\$46.00	136.32%	\$62.71	\$108.71
SENIOR ADMINISTRATIVE CLERK	\$2,748.80	\$34.36	136.32%	\$46.84	\$81.20
POLICE SERGEANT I	\$5,180.80	\$64.76	129.53%	\$83.88	\$148.64
POLICE DETECTIVE II	\$5,180.80	\$64.76	129.53%	\$83.88	\$148.64