

**MEMORANDUM OF AGREEMENT
BETWEEN THE
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
AND
LOS ANGELES POLICE DEPARTMENT
FOR
PARTNERSHIP IN CONTINUING THE
MENTAL EVALUATION UNIT**

This Memorandum of Agreement (MOA) is entered into by the Los Angeles County Department of Mental Health (DMH) and the Los Angeles Police Department (LAPD) for the purpose of continuing the co-deployed operations of the Mental Evaluation Unit (MEU), which consists of the Systemwide Mental Assessment Response Team (SMART), the Case Assessment Management Program (CAMP), and the Triage Desk.

I. LIFE OF THIS AGREEMENT

This agreement shall be effective on the date of the last signature of the executing parties, and terminates upon mutual agreement between the DMH and LAPD. The life of this agreement is also subject to Section IX of this MOA.

II. AUTHORITY

The foundation of this agreement is established pursuant to the written communication between DMH and the LAPD on July 27, 1993.

III. PURPOSE OF THIS AGREEMENT

This agreement revises the MOA of May 1, 2004, and establishes DMH and LAPD responsibilities to ensure the continued functionality of the MEU organization in the City of Los Angeles. This MOA establishes transportation, equipment, logistical and supply obligations, as well as operational protocols.

IV. NAME OF JOINT OPERATION

The name of the joint operation is the MEU, which is the command that comprises the SMART, CAMP and Triage Desk.

V. MISSION OF THE OPERATION

The purpose of the MEU is to aid LAPD field patrol officers in handling calls for service involving persons suffering from a mental health crisis. The SMART and CAMP make use of co-deployed DMH and LAPD teams and serve as secondary responders on all calls for service. The DMH does not deploy its personnel to the MEU to engage in mental illness and homeless outreach missions, to support other law

enforcement/safety agencies, evaluate in-custody jail inmates, or to engage in case management of LAPD personnel who experience a mental health crisis. The LAPD agrees to honor DMH deployment protocols and not engage the MEU in the aforementioned missions. The MEU shall be deployed out of the Detective Support and Vice Division (DSVD) within the LAPD.

VI. MANAGEMENT OF OPERATION

Executive LAPD management responsibility over the MEU shall remain with the Mental Illness Crisis Response Program Coordinator assigned to Detective Bureau. Functional LAPD management responsibility shall remain with the Captain assigned to DSVD. Line management responsibility over the MEU shall remain with the LAPD Mental Illness Project Coordinator assigned to the MEU.

Executive DMH management responsibility over the DMH personnel assigned to the MEU shall remain with the Deputy Director Emergency Outreach Bureau. Functional DMH management responsibility shall remain with the Mental Health Clinical District Chief. Line management responsibility over DMH personnel assigned to MEU shall remain with the DMH Mental Health Clinical Program Head, Law Enforcement Programs assigned to the MEU.

The LAPD shall recognize the Deputy Director Emergency Outreach Bureau and the Mental Health Clinical District Chief as LAPD staff officer equivalents. The LAPD shall recognize the Mental Health Clinical Program Head, Law Enforcement Programs as a LAPD command officer equivalent.

VII. CONDITIONS AND PROCEDURES

A. DEPLOYMENT OF PERSONNEL BY LAPD

The LAPD shall deploy a sufficient number of officers/detectives and sworn supervisors to the SMART to enable co-deployment with DMH personnel to ensure full shift coverage on all working shifts; to enable deployment seven days a week, 20 hours a day; and to deploy for the trends of increasing call and workload. The LAPD shall deploy the officers in plain clothes; they shall deploy to investigate, process, and report on mentally ill cases, as well as provide advice and required assistance to field officers. Should the LAPD expand SMART operations to 24 hours a day and deploy an AM shift, the LAPD will deploy a sufficient number of officers and sworn supervisors to staff the AM shift.

The LAPD shall deploy a sufficient number of detectives and detective supervisors to the CAMP to enable co-deployment with DMH personnel to ensure coverage on all working shifts; to enable deployment five days a week, 10 hours a day, and to manage investigative cases and keep pace with trends of increasing investigative workload.

The LAPD shall deploy a sufficient number of officers and sworn supervisors to the MEU to enable the development and implementation of training, and to engage in research to help aid the DMH in the continued development of police response to mental illness strategies.

B. DEPLOYMENT OF PERSONNEL BY DMH

The DMH shall deploy a sufficient number of clinicians and supervisors to the SMART to enable co-deployment with LAPD personnel to ensure full shift coverage on all working shifts; to enable deployment seven days a week, 20 hours a day; and to deploy for the trends of increasing call and workload. The DMH shall deploy the clinicians in plain clothes; they shall deploy to investigate, process, and report on mentally ill cases, as well as provide advice and required assistance to field officers. Should the LAPD expand SMART operations to 24 hours a day and deploy an AM shift, the DMH will deploy a sufficient number of clinicians and supervisors to staff the AM shift to ensure full deployment as identified by the LAPD.

As the LAPD increases MEU personnel staffing levels, the DMH will likewise increase its staffing levels. Similarly, as the LAPD decreases MEU staffing levels or leaves vacant positions unfilled for extended periods of time, DMH will likewise reduce its staffing levels and re-assign DMH personnel to other positions within the county.

The DMH clinicians shall provide a variety of clinical services for persons suffering from severe mental and emotional disorders; assist patients; their families; law enforcement and other social agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders.

C. OFFICE SPACE, TRANSPORTATION, EQUIPMENT AND SUPPLIES

The LAPD shall provide its personnel the necessary office space, furniture, equipment, computers, radios, supplies, vehicles, Computer Digital Terminals, and logistical support to ensure the functionality of the MEU. The LAPD shall provide DMH personnel office space, furniture, and logistical support to ensure the functionality of the MEU. The DMH will provide its own computers, office supplies, and communications equipment (cell phones). The LAPD will also provide DMH with five assigned parking spaces at the LAPD Main Street Parking Garage for DMH vehicles. Renewing of these parking permits each year shall be routine without any requirement for special request.

D. ACCESS TO POLICE FACILITIES

The LAPD shall issue to DMH personnel, Department civilian facilities access passes to enable access to the Police Administration Building, particularly DSVD, all Area stations, all Jail facilities and the Main Street Parking Garage. Issuance of these passes shall be for the life of individual DMH deployment at MEU. The issuance of access passes shall be expedited upon request from Personnel Division and Facilities

Management Division, and they shall be issued with access already coded in the passes. The DMH personnel shall be recognized in the same capacity as LAPD civilian personnel. At the termination of individual deployment at MEU, DMH will return to LAPD the issued LAPD facility access pass to LAPD Personnel Division for processing.

E. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to the MEU shall be knowledgeable and abide with the provisions of the law pertaining to confidentiality of information related to a client's mental history and other medical records, and shall be in HIPPA (Health Information Privacy Protection Act) compliance both in areas of privacy and security of protected health information.

The mental health history of a client is accessed only by DMH clinicians through the county's Integrated System (IS) and is made available to police only during critical incidents. The clinicians may disclose IS information and any other protected mental health information to other specialized units within LAPD in the following circumstances:

- In response to a court order, warrant, subpoena, summons or process issued by a court.
- If the clinician believes that the client presents a serious present or imminent danger of violence to self or another person.

F. RESPONSIBILITY FOR DISPATCHING SMART OR CAMP

The LAPD MEU management will serve as the primary authority for generating work, and in dispatching SMART or CAMP when requests are made for their services. The LAPD management will prioritize all calls for service and dispatch accordingly. The DMH agrees not to direct or re-direct MEU DMH personnel to perform duties not identified by the LAPD MEU management. The DMH will permit the MEU to function within the confines of the LAPD structure and case management mission.

The LAPD shall use the MEU treatment facility placement protocols on all mental illness cases. The MEU shall be responsible for managing LAPD's use of treatment facilities.

G. OFF-HOUR MANAGEMENT OF MENTAL ILLNESS RESPONSE CALLS

During off-hours, the LAPD Real-Time Analysis and Critical Response (RACR) Division shall provide field personnel with MEU report numbers and coordinate hospital placement. The RACR Division shall also prepare mental illness incident reports on all calls received.

H. UNUSUAL OCCURRENCES AND TACTICAL MOBILIZATIONS

Should the LAPD re-deploy MEU sworn personnel to uniformed special events resulting in disruptions to SMART, CAMP and Triage Desk operations, DMH shall be notified in advance so it can re-deploy its personnel to support the LAPD MEU mission in other ways, or to other county duties. Similarly, DMH shall notify LAPD in advance when its personnel must be re-deployed due to training obligations, mandatory meetings, or county-wide crisis events. However, the DMH will give priority to the City of Los Angeles to make use of MEU DMH personnel during county-wide crisis events; and/or will remain cognizant of the need to support the LAPD mission and will first consult with the LAPD when re-deployment of DMH personnel is being considered. The LAPD and DMH shall ensure notifications are made to each other when its personnel experience excused and unexcused absences.

I. TRAINING

The LAPD will provide DMH personnel with Mental Health Intervention Team training, and Crisis Negotiation Team training. The DMH shall provide sworn MEU personnel mental illness field and investigative training relative to the SMART and CAMP missions. The DMH shall provide intellectual and personnel support to the LAPD for its mental illness training conferences and classroom training sessions as requested by the LAPD.

VIII. PROGRAM AUDIT


This MOA and its obligations are subject to audit by both the LAPD and DMH. Audits can occur as each department deems appropriate to assesses compliance with the terms of this MOA. The LAPD agrees to maintain all records relating to MEU operations consistent LAPD procedures governing records retention. The DMH client records shall be housed for a period of seven years after contact with the client is terminated in compliance with the Welfare and Institutions Code. The DMH will similarly retain its operations documents consistent with DMH procedure governing records retentions.

IX. REVISIONS AND CANCELLATIONS

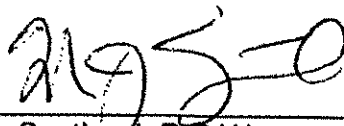
The terms of this agreement may be amended upon written approval by both original parties, and their designated representatives. The MOA becomes effective upon the date of approval. Either party can cancel this agreement upon 60 days written notice to the other party.

X. NO PRIVATE RIGHT CREATED

This is an internal government MOA between LAPD and DMH and is not intended to confer any right or benefit to a private person or party.

By: 

Charlie Beck
Chief of Police
Los Angeles Police Department
Los Angeles, California
Date: 2-25-17

By: 

Marvin J. Southard, D.S.W.
Director
Los Angeles County
Department of Mental Health
Los Angeles, California
Date: 4/21/15