



City of Albuquerque
Office of Internal Audit
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Interoffice Memorandum

October 27, 2015

Ref. No.: 15-309

To: Chief Gordon Eden, Albuquerque Police Department

From: Debra Yoshimura, Director, Office of Internal Audit

**Subject: RESULTS OF NON-AUDIT SERVICE NO. 15-309 – PSYCHOLOGIST
CONTRACT REVIEW – ALBUQUERQUE POLICE DEPARTMENT**

The Office of Internal Audit (OIA) performed a Non-Audit Service No. 15-309, Psychologist Contract Review, Albuquerque Police Department.

DDY/LD/CO/cb...

Attachment

xc: Richard J. Berry, Mayor
Robert J. Perry, Chief Administrative Officer
Robert Huntsman, Assistant Police Chief
Jon K. Zaman, Director, Council Services Department
City Councilors

Office of Internal Audit Non-Audit Service

Albuquerque Police Department

Psychologist Contract Review



CITY OF ALBUQUERQUE

October 27, 2015

Report No. 15-309

Psychologist Contract Review

Albuquerque Police Department

10/27/2015

Non-Audit #15-309

The purpose of this non-audit service was to review and report on anonymous complaints about a psychologist and his companies that are contracted with the Albuquerque Police Department.

Summary

In May and June 2015, the Albuquerque City Council (Council) received anonymous complaints regarding Dr. Troy Rodgers, a contracted psychologist for the Albuquerque Police Department's Behavioral Science Division (BSD), and two of his affiliated companies – Public Safety Psychology Group (PSPG) and Forensic Behavioral Health Associates (FBHA). Council forwarded these complaints to the City's Office of Internal Audit (OIA) for review. The allegations in the complaints suggest wrong-doing and questionable behavior by a contractor and the Albuquerque Police Department (APD).

The Director of BSD retired in 2010, and in 2011 Dr. Rodgers was officially named the Acting Director. Dr. Rodgers's personal contract is for up to 20 hours per week. Over time, Dr. Rodgers's responsibilities and involvement with APD, coupled with his affiliations with City vendors, resulted in conflicts between his APD responsibilities and those of his companies, BSD contractors, and APD employees.

The issues and recommendations are described throughout this report. The various issues identified indicate an overall breakdown in administrative oversight and controls by City Departments over APD contracts, and should be promptly addressed.

The proper administration of democratic government requires that public officials be independent, impartial, and responsible to the people...and that the public have confidence in the integrity of its government.

City of Albuquerque Code of Ethics, Article XII

Results

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Conflict Issues:

- Multiple, conflicting roles and responsibilities exist as Dr. Rodgers is simultaneously considered a
 - City official,
 - City contractor, and
 - City vendor.
- Internal controls are bypassed, and
- Professional conflicts exist.

Contract-Related Issues:

- Conflicting Scopes of Services exist,
- Compliance issues exist, and
- Contract terms are unclear.

Other Issue:

- APD paid travel expenses for contractors

Recommendations

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APD should:

- Hire a full-time, city-employed Police Psychologist to serve as Director of the Behavioral Science Division,
- Coordinate and manage CIT training in-house to avoid the conflicts identified in the report, and
- Terminate contracts with PSPG as they are no longer necessary.

INTRODUCTION

In May and June 2015, the Albuquerque City Council (Council) received anonymous complaints regarding Dr. Troy Rodgers, a contracted psychologist for the Albuquerque Police Department's (APD) Behavioral Science Division (BSD) and two of Dr. Rodgers's affiliated companies – Public Safety Psychology Group, LLC (PSPG) and Forensic Behavioral Health Associates, LLC (FBHA). Council forwarded these complaints to the City's Office of Internal Audit (OIA) for review.

The information contained in the complaints **alleged** the following:

- Dr. Rodgers is serving as Director of an APD Division;
- Dr. Rodgers has dual, conflicting roles;
- Dr. Rodgers has multiple contracts with the City;
- Contracts for PSPG and FBHA were written below the threshold requiring additional Council approval;
- APD officers teach training courses for PSPG;
- APD officers work for, and are compensated by, PSPG;
- Other BSD contracted psychologists teach training courses for PSPG and bill the City for services under their BSD contracts;
- Dr. Rodgers participated in the City's negotiations with the Department of Justice and made recommendations for additional training, thereby benefiting himself through PSPG; and
- Dr. Rodgers claims his training materials are copyrighted by PSPG although most of the materials were prepared by APD personnel, the University of New Mexico and others.

SCOPE

The review of contracts between the City and Dr. Rodgers and his affiliated companies, PSPG and FBHA, did not include a review or assessment of the adequacy, appropriateness or quality of the Crisis Intervention Team (CIT) training and other services provided by the contractors. The review was limited to the anonymous allegations and associated information which came to our attention as a part of the review process.

BACKGROUND

Behavioral Science Division

APD's Standard Operating Procedures, General Orders 1-14, states that BSD is to provide all needed psychological services including consultation and treatment to APD's sworn and civilian staff and their family members, and is also responsible for:

1. Conducting pre-employment psychological screenings on all police, PSA [Public Safety Aide], and PTU [Prisoner Transport Unit] applicants referred by APD's recruiting staff;
2. Providing on-site consultation at SWAT activations;

3. Providing psychological support for employees involved in duty-related shootings, crisis situations, and other critical incidents;
4. Providing, as requested, Academy Training and on-going Advanced Training in the behavioral sciences;
5. Providing supervisory and special unit consultation; and
6. Providing other therapeutic services as needed.

Currently, BSD contracts with three psychologists and two master-level counselors to provide psychological and counseling services to APD officers and their families. Prior to 2010, the BSD Director was a full-time City employee. The Director retired in 2010 and one of BSD's contracted psychologists, Dr. Rodgers, took on the role of Acting Director. Dr. Rodgers has been a part-time contracted psychologist with BSD since approximately 2005 and at that time, was one of the five contracted psychologists and counselors who supported the former BSD Director.

Dr. Rodgers's involvement at APD expanded over the years. In August 2011, purportedly due to budget-related issues, Dr. Rodgers was officially named the BSD Acting Director. According to the APD Payroll Manager, the BSD Police Psychologist position no longer exists, as it was deleted in Fiscal Year (FY) 2011.

Originally, CIT training was conducted in-house at APD by APD's CIT Unit. According to the CIT Unit, trainings were conducted 1-2 times per year for approximately 15 selected officers per training class. Reportedly, the sergeant responsible for conducting the training retired and subsequent CIT trainings were outsourced.

BSD Director

The Police Psychologist (BSD Director) position plays a vital role for APD and its ability to effectively manage and provide psychological services. According to the previous position description, the Police Psychologist was "to oversee and coordinate psychological counseling and consulting activities within the Albuquerque Police Department; to implement program goals and objectives; and to perform a variety of administrative, professional and technical tasks in support of assigned area of responsibility." The position may "exercise technical and functional supervision over professional, technical, clerical, contract and volunteer staff."

Essential functions of the position include:

- Develop, prepare and present behavioral science classes at the Albuquerque Police Academy; conduct informative presentations to the mental health community.
- Serve as a resource for higher level management personnel regarding personnel matters; conduct annual psychological evaluations for sworn police officers in high-risk assignments including but not limited to SWAT and narcotics undercover.
- Serve as a member of the Hostage Negotiations Team; participate in barricaded suspect, hostage and suicidal situations as needed.
- Develop a psychological profile of individuals involved in barricaded suspect, hostage and suicidal situations; recommend communication strategies for negotiating with barricaded suspects; provide liaison between the Hostage Negotiations Team and members of the command staff.

Since August 2011, BSD has operated without a full-time Police Psychologist/BSD Director. Dr. Rodgers has retained the title of BSD Acting Director and continues to contract with APD as a part-time psychologist working up to 20 hours per week. Dr. Rodgers identifies himself as the BSD Acting Director as does APD management. Currently, the only City employee on staff at BSD is a full-time administrative assistant.

In addition to his contract with APD, Dr. Rodgers identifies himself as the Agency Director (owner) for PSPG and, prior to its dissolution, as the Agency Director (owner) for FBHA. In 2013, APD contracted with Dr. Rodgers's company, FBHA, to provide crisis negotiation and mental health training to APD officers. The New Mexico Office of the Secretary of State's records indicate that PSPG was incorporated in January 2014. In August 2014, PSPG's Financial Director issued a letter to the Bernalillo County Purchasing Department stating that FBHA had changed its name to PSPG, but retained "the same ownership and staff as before ..." In 2015, APD contracted with PSPG to provide CIT and verbal de-escalation training.

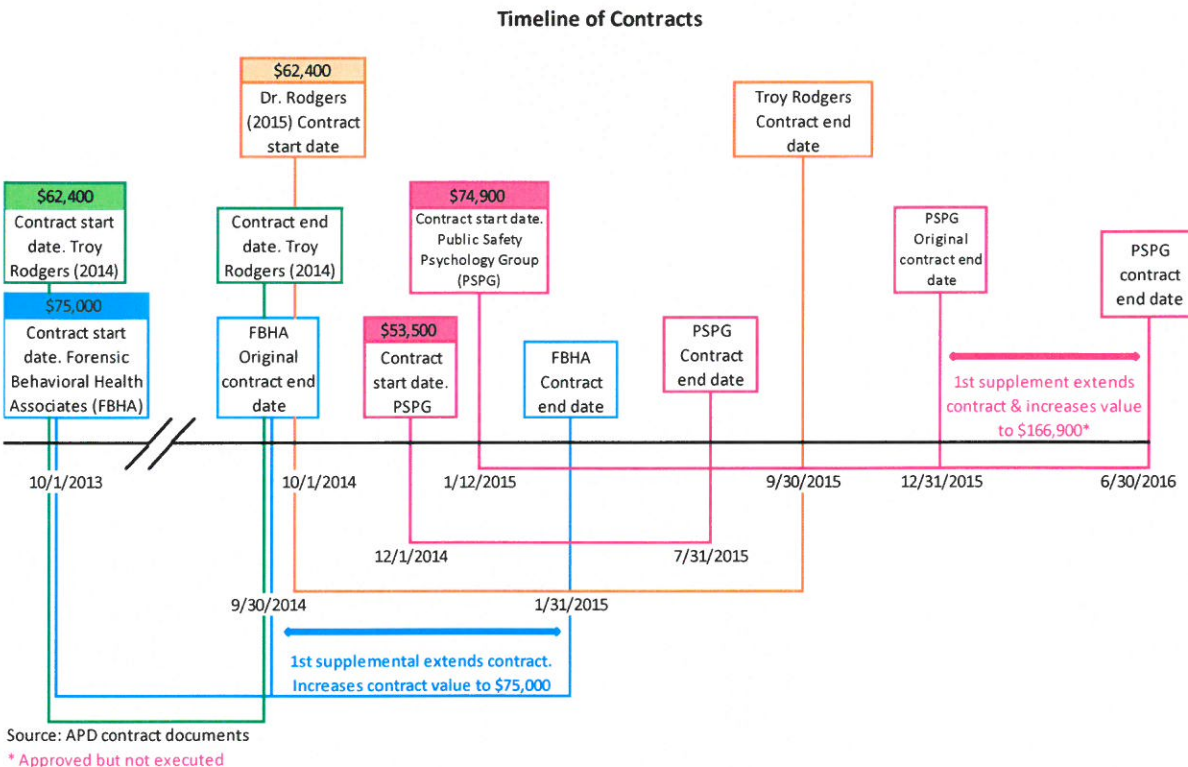
The cost of APD's various contracts with Dr. Rodgers, PSPG, FBHA and the other BSD contractors which were in effect during FY2015 total approximately \$500,000 as listed below. The contracts had varying terms; therefore, some contracts began prior to the start of the fiscal year and others ended after the end of the fiscal year.

APD PSYCHOLOGISTS, COUNSELORS & CIT TRAINING CONTRACTS IN EFFECT DURING FY2015					
APD Contracted Psychologists, Counselors & Psychological Services Organizations:	Contract Term	Maximum Hours per Week	Hourly Rate	Contract Amount	
Troy Rodgers, PsyD - Contracted Psychologist	E1 10/1/2014 - 9/30/2015	20	\$ 60.00	\$	62,400.00
Contracted Counselor A	E2 6/16/-2014 - 6/16/2015	12	\$ 50.00	\$	31,200.00
Contracted Counselor B	E2 10/16/2014 - 10/15/2015	4	\$ 50.00	\$	10,400.00
Contracted Psychologist C	E3 2/1/2015 - 1/31/2016	16**	\$ 60.00	\$	49,980.00
Contracted Psychologist D	11/1/2014 - 10/31/2015	16	\$ 60.00	\$	49,920.00
FBHA - CIT & Mental Health Training	10/1/2013 - 9/30/2014			\$	15,000.00
FBHA - CIT & Mental Health Training - First Supplement	9/30/2014 - 1/31/2015			\$	60,000.00
PSPG - CIT Training	1/12/2015 - 12/31/2015			\$	74,900.00
PSPG - CIT Training - First Supplement *	1/12/2015 - 6/30/2016			\$	92,000.00
PSPG - Two Psychology Based Research Studies	12/1/2014 - 7/31/2015			\$	53,500.00
				TOTAL	\$ 499,300.00

E1 Agency Director/owner FBHA and PSPG
E2 currently employed by PSPG
E3 previously employed by PSPG
** calculated - contract does not specify maximum weekly hours
* approved by City Council, not executed

Contracts

The progression of the various contracts with Dr. Rodgers, PSPG and FBHA in FYs 14, 15, and 16 is illustrated below.



A chart containing the scope of service for each contract and contract supplement is attached as **Appendix A**.

CIT Training

Following the DOJ’s investigation of APD, the frequency of CIT training increased significantly as APD sought to train upwards of 90 percent of its officers and staff in crisis intervention tactics. On June 1, 2015, a six-month, \$92,000 supplement to the PSPG contract was approved by Council. The request for approval memorandum to Council states “In response to the Department of Justice Settlement Agreement, the need for CIT has increased.” Although the contract supplement was submitted to and approved by Council, APD personnel confirmed that “after further discussion it was determined that this [September 2015 supplement] was no longer needed.” According to APD management, the department was exploring the option of bringing the CIT training in-house when the decision was made.

According to APD CIT Unit personnel, as of July 1, 2015, 359 out of 489 (73 percent) of field officers (including sergeants and lieutenants) have been CIT certified.

City Official

Although Dr. Rodgers is an APD contractor, accepting the role and title of Acting Director for BSD changes Dr. Rodgers’s status from that of a City contractor to that of a City official. As

defined in the City Charter, “‘Official’ means...**all directors and the equivalent thereof for each department, division or section**; assistant, associate or deputy department, division or section directors and the equivalent thereof...” [Emphasis added] Dr. Rodgers is considered a City official and should represent the City and conduct himself accordingly.



To provide guidance, the Code of Ethics within the City of Albuquerque Code of Ordinances states:

The **proper administration** of democratic government **requires that public officials be independent, impartial, and responsible to the people**; that government decisions and policy be made in the **best interest of the people**, the community and the government; and that **the public have confidence in the integrity of its government**. In recognition of these goals, the...Code of Ethics shall apply to **all officials of the city**. [Emphasis added]

As a City official, Dr. Rodgers is required to abide by the various components of the Code of Ethics. The Code of Ethics addresses conflicts of interest, disclosure requirements for City officials, enforcement of the code, violations of the code, as well as investigations of any code violations.

RESULTS

Based on the information provided to Council, OIA's research, and subsequent interviews, some of the allegations in the anonymous complaint proved to be issues while others did not.

Non-Issues

DOJ INVOLVEMENT

The information provided to Council alleged that Dr. Rodgers participated in the City's negotiations with the DOJ and made recommendations for additional training, thereby benefiting PSPG. OIA independently confirmed Dr. Rodgers's level of involvement with the DOJ and concluded that the nature of his involvement and participation was appropriate, brief, and limited to a general explanation of the current CIT training.

COPYRIGHTED MATERIALS

The training materials used by Dr. Rodgers and PSPG include a notice of copyright. The materials are not registered with the United States Copyright Office; however, for materials to be copyrighted, registration of the materials is not required. According to the United States Copyright Office, for **original works of authorship**, "copyright is secured automatically when the work is created, and a work is 'created' when it is fixed in a copy or phonorecord for the first time." We could not definitively determine if the CIT training materials were original works of authorship.

CONTRACTS JUST BELOW THE THRESHOLD REQUIRING COUNCIL APPROVAL

In 2013, APD contracted with FBHA for \$15,000 to provide training. A \$60,000 supplement was added to the contract bringing the total to \$75,000. In January 2015, APD contracted with PSPG for \$74,900. Only contracts exceeding \$75,000 require City Council approval.

Issues

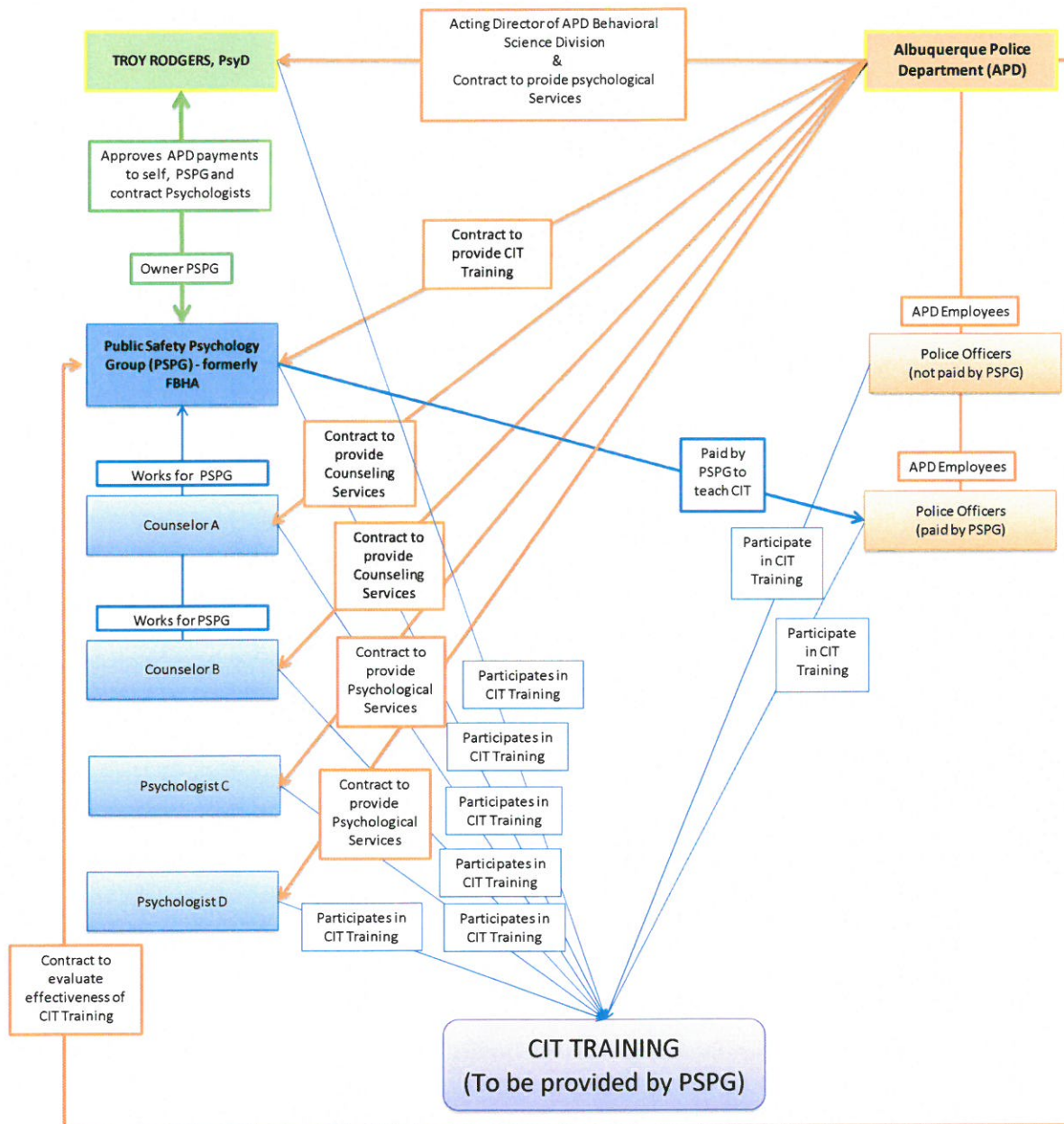
The items that proved to be issues have been categorized into the following three main areas and will be individually addressed in the report:

- I. Conflict Issues,
- II. Contract-Related Issues, and
- III. Other Issue.

I. CONFLICT ISSUES

Dr. Rodgers's responsibilities and involvement with APD, coupled with his multiple affiliations with City vendors, have developed over time into a complex, connective network with multiple conflicting elements. This network involves APD, Dr. Rodgers, FBHA, PSPG, BSD contractors, and some APD officers. The graphic below helps illustrate the complex structure and overlapping elements.

Troy Rodgers - PSPG - Contract Psychologists - APD Contracts and Relationships



The complex network that has been created contains multiple conflicting elements including:

- Conflicting Roles and Responsibilities – Unauthorized Approval of Inaccurate Invoices;
- Divided Attention – Multiple Employers and Contracts;
- Professional Conflicts – Perceived Ability to Retaliate;
- Unclear Roles and Representation – Conflicting Priorities; and
- Conflicting Business Relationships – Double Payment for Portions of CIT Training.

Conflicting Roles and Responsibilities – Unauthorized Approval of Inaccurate Invoices

Dr. Rodgers has multiple conflicting roles and responsibilities as he is simultaneously considered a City official, a City contractor, as well as the Agency Director of a City vendor. Serving in these conflicting roles has permitted City internal controls to be bypassed.

Without a City employee as BSD Director to review contractors’ invoices, there was no segregation of duties over approval for payment of Dr. Rodgers’s invoices. Dr. Rodgers’s 2014 contract was properly authorized and approved by the Chief of Police at the time, and his 2015 contract was approved by both the current Chief of Police and the City’s Chief Administrative Officer (CAO). However, the associated invoices must be approved by a City employee with proper signature authority. Dr. Rodgers does not have signature authority that would permit him to approve any BSD invoices for payment.

Dr. Rodgers submitted invoices for his services rendered as a City contractor and then, as BSD Acting Director, approved the invoices for payment as documented below.

706482

INVOICE


Troy Rodgers, Psy.D. LPCC DBA
Public Safety Psychology Group (PSPG)
 P.O. Box 92002
 Albuquerque, New Mexico 87199


Psychological Services Provided to: City of Albuquerque, APD


Division Name:	APD Behavioral Science Division
Dates of Service:	May 1, 2015 through May 31, 2015
Amount of Invoice:	\$5,200.00
Date Submitted:	June 1, 2015
Contract Number:	706482
Invoice Number:	RODGERS0620115


APD
 CRO # 930288
 VENDOR # 125410
 LINE # 1
 LOC. # 111111
 REC # 940013

I hereby certify the services billed were provided and approve to pay.


 Troy Rodgers
 Behavioral Science Division, Psychologist


Signature as City contractor


 Troy Rodgers
 Behavioral Science Division, Director


Signature as BSD Acting Director

By submitting, receiving, and approving his own invoices for payment, there are no internal controls in place to catch errors, discrepancies or questionable billing.



In addition, Dr. Rodgers’s contract with APD is for up to 20 hours per week at \$60 per hour. However, Dr. Rodgers bills the City for one-twelfth of the maximum annual contract amount each month, and without any detail regarding his actual hours worked. As a result, invoices do not accurately reflect the work performed.

As documented in Item III of this report, Dr. Rodgers was out of town in October 2014 attending various conferences for 8-10 days. The invoice submitted for the month does not vary or reflect any change in work schedule, as shown below.

INVOICE

Troy Rodgers, Psy.D. LPCC DBA
Forensic Behavioral Health Associates
 1600 Holly NE
 Albuquerque, New Mexico 87113

Psychological Services Provided to: City of Albuquerque, APD

Division Name: APD Behavioral Science Division

Dates of Service: October 1, 2014 through October 31, 2014

Amount of Invoice: \$5,200.00

Date Submitted: November 1, 2014

Contract Number: 705254

Invoice Number: RODGERS110114

1/12 annual contract

2014 NOV 11 AM 3:56

APD

CRO # 911329

VENDOR # 135410

LINE # 1

LOC #

REC # 914730

I hereby certify the services billed were provided and approve to pay:

Behavioral Science Division Psychologist

Signature as City contractor

Behavioral Science Division Director

Signature as BSD Acting Director

Divided Attention – Multiple Employers and Contracts

In addition to the City, Dr. Rodgers contracts with other agencies. Of the known contracts that he is involved with, **not including his time spent working for PSPG and providing CIT training to APD and other agencies**, Dr. Rodgers is contracted to work more than 50 hours per week, as shown below.

Dr. Rodgers's Contracted Hours

Entity	Contract/Program	Hours Per Week
Bernalillo County	Substance Abuse Prevention Program	10*
Bernalillo County	Sheriff's Department	12*
Bernalillo County	Metropolitan Detention Center	10*
City of Albuquerque	Psychological Services	20
PSPG	Training	Unknown
Other Cities, Counties, etc.	Unknown	Unknown
Total hours contracted to work per week:		52 +

* Calculated based on contract language

Source: Contract Documents

Given the importance of the BSD Director's position and responsibilities, the City may be better served by employing a full-time psychologist/BSD Director to devote his or her attention solely to APD.

Professional Conflicts – Perceived Ability to Retaliate

APD employees believe that by serving in multiple capacities, Dr. Rodgers has a significant amount of influence and potential control over APD officers.

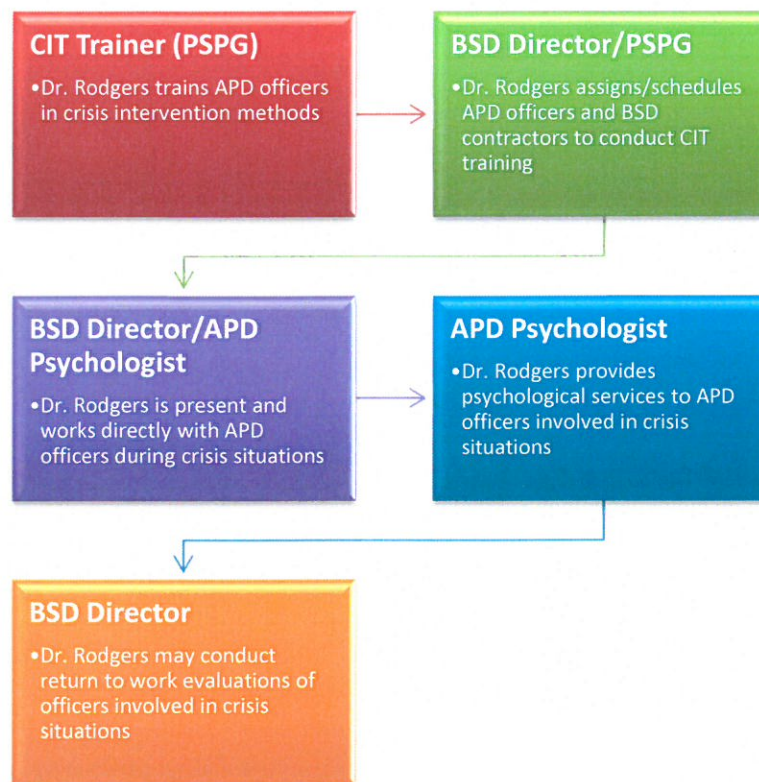
Various APD officers expressed their concerns about participating as trainers for CIT trainings at PSPG, working directly with Dr. Rodgers during crisis situations, and Dr. Rodgers's ability to control or retaliate against them through fitness for duty, return to work, and other evaluations.

APD's Standard Operating Procedures, General Orders 1-14 state, "BSD contracted psychological staff will not perform fitness-for-duty psychological evaluations for department employees. Should fitness-for-duty psychological evaluations become necessary, they will be referred out to other community psychologists." Although Dr. Rodgers does not perform fitness for duty examinations, according to the BSD Director job description, he serves "as a resource for higher level management personnel regarding personnel matters;

[and] conduct[s] annual psychological evaluations for sworn police officers in high-risk assignments including but not limited to SWAT and narcotics undercover.”

The overlapping roles of Dr. Rodgers demonstrate that APD may not have adequate controls in place that would address the officers’ perception of the potential for retaliation and prevent the possible effects that such professional conflicts may have on APD operations.

The graph below illustrates the various roles of Dr. Rodgers and his involvement with APD officers.

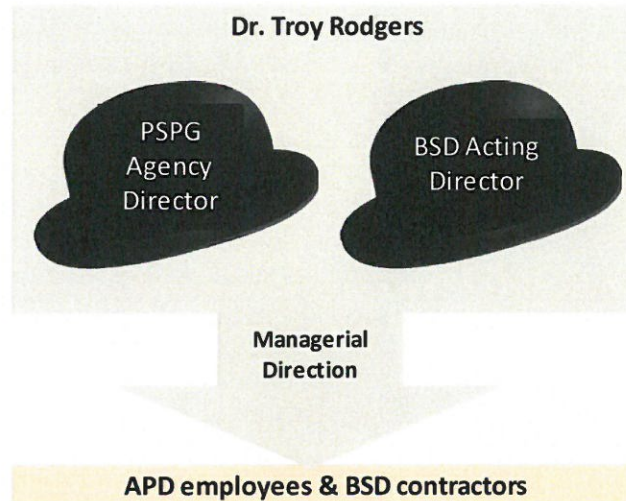


Unclear Roles and Representation – Conflicting Priorities

Although Dr. Rodgers’s contract was not amended in 2011 to reflect the additional responsibilities of the BSD Acting Director, since accepting the role, Dr. Rodgers has provided general oversight and guidance to BSD’s contractors and has approved the contractors’ invoices for payment.

Various APD officers and BSD contractors have stated that they have been directed by Dr. Rodgers to participate in the CIT training conducted by PSPG. Dr. Rodgers confirmed that the BSD contractors participate in the CIT trainings conducted by PSPG. Additionally, Dr. Rodgers and APD management confirmed that APD officers also participate in the CIT training conducted by PSPG. The various APD staff and BSD contractors indicated that they are unable to determine whether the direction given by Dr. Rodgers is in the capacity of “Acting Director” for BSD or as “Agency Director” of PSPG.

The graphic below illustrates the challenge faced by APD employees and BSD contractors with regard to the managerial direction given by Dr. Rodgers.



As Acting Director of BSD, Dr. Rodgers has some authority over APD employees and BSD contractors. As Agency Director of PSPG, he also has authority over some BSD contractors and the six APD officers who are paid by PSPG to teach CIT trainings.

Conflicting Business Relationships – Double Payment for Portions of CIT Training

PSPG is required to provide all personnel needed to fulfill its contractual obligations to the City. BSD contractors are performing portions of CIT training for PSPG. BSD contractors confirmed that, when teaching CIT training at PSPG, they were instructed by Dr. Rodgers to bill their time partly to the City and partly to PSPG. Therefore, the City has paid twice for portions of CIT training that was to be provided by PSPG.

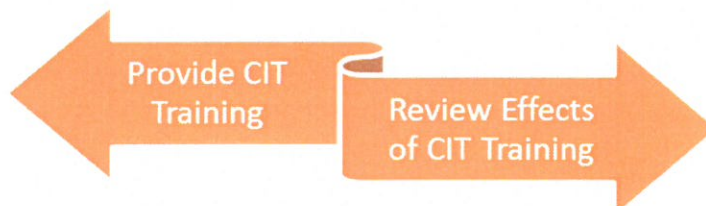
II. CONTRACT-RELATED ISSUES

During the review, the following contract issues were noted:

- Conflicting contracts;
- Compliance issues;
 - APD employees used to fulfill contract requirements, and
 - City contractors used to fulfill contract requirements.
- Contracts not updated to reflect current responsibilities;
- Lack of billing details;
- Incorrect tax identification information provided;
- Unclear contract terms for training course attendance;
- No contract for a volunteer BSD psychologist; and
- Unexplained contractual price increase.

Conflicting Contracts

During FY2015, PSPG had two contracts with the City. The Scope of Services of one of the contracts requires PSPG to provide “Crisis Intervention Training and verbal de-escalation training....” The Scope of Service of the other contract requires PSPG to “specifically review APD outcome effects in regard to the recent increase in the use of Crisis Intervention Training (CIT) for field officers....”



Having the same vendor provide training and also review the effects of that training is considered a business conflict of interest and is addressed in §5-5-22 of the Albuquerque Code of Ordinances.

(B) Business Conflict of Interest. It shall be unlawful for any business which knowingly has a conflict of interest or an employee with a conflict of interest, which conflict of interest would allow it an unfair advantage in a competitive process, or **would prevent its being able to perform fully and objectively** under a contract with the city, to make an offer to the city or enter into a contract with the city. [Emphasis added]

As of July 31, 2015, the City had not received or paid any invoices associated with the contract for review of CIT training. According to an Assistant City Attorney, APD is amending the contract to remove any conflict.

Compliance Issues

Dr. Rodgers, APD management, BSD contractors, and APD employees all confirmed that at the time of our inquiries, APD employees and BSD contractors participated in, and taught portions of the CIT trainings conducted by PSPG. Dr. Rodgers and APD management stated that during contract negotiations, a discounted rate was verbally offered and accepted in exchange for APD employees providing real-life situational training at PSPG. The agreement that APD would participate and teach parts of the training to receive a discounted rate is not included or addressed in the contract.

APD and PSPG also confirmed that some APD officers work, and are compensated by, PSPG, and stated that City approved “Outside Employment Authorization Forms” are on file for each officer. OIA contacted the City’s Human Resources Department and requested a copy of the Outside Employment Authorization Forms in question. Of the six APD employees identified, three had approved Outside Employment Authorization Forms on file; however, only one of the forms was current. Authorization of outside employment is valid one year from the date of approval.

OIA compared the timesheet data for the APD employees who are paid by PSPG with the

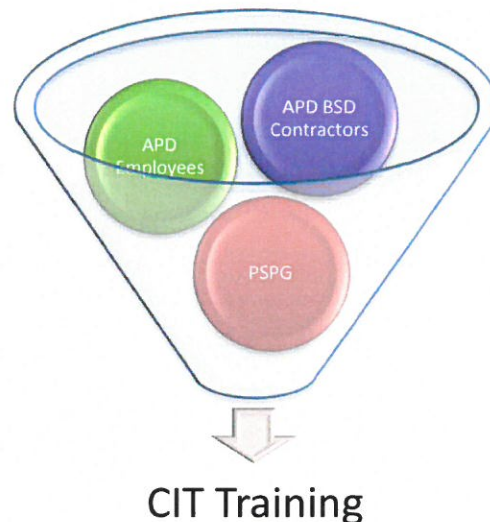
PSPG class schedules and was unable to definitively determine whether employees who were compensated by PSPG performed the work for the vendor during non-City working hours.

Section 5 of the PSPG contract states:

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. **Such personnel shall not be employees of or have any contractual relationships with the City.** [Emphasis added]

Dr. Rodgers confirmed that three of the four BSD contractors work or have worked for, and have been compensated by, PSPG. Two of the four are listed as ‘Additional Named Insured’ on the Professional Liability Insurance Certificates of PSPG.

The participation of APD contractors and employees in providing CIT training does not follow the terms of the PSPG contract or City policies as illustrated below.



The Assistant Chief of Police stated that as of July 7, 2015, APD employees no longer provide portions of the training. However, according to APD employees, officers were contacted and instructed on at least one occasion after July 7, 2015, to provide CIT training for PSPG, leaving them little time for their other APD duties. These particular employees do not receive compensation from PSPG for their participation in the trainings.

APD management disagrees and has repeatedly stated that beginning in July 2015, PSPG ceased conducting CIT classes for APD.

Contracts Not Updated to Include Current Responsibilities

The Scope of Service in Dr. Rodgers's individual contract has not changed since 2010 when APD had a full-time staff psychologist/BSD Director. The Scope of Service includes the following information:

A. Provide back-up psychological services required by the APD for the Staff Psychologist, in times of his/her absence, to include but not necessarily be limited to:

- i. Critical incidence response;
- ii. Consultation;
- iii. Psychotherapy;
- iv. Annual assessments;
- v. Training;
- vi. Research;
- vii. Court testimony; and
- viii. Depositions as required by the City's Chief of Police.

According to the APD Payroll Manager, the Staff Psychologist/BSD Director position no longer exists as it was deleted for budget purposes in Fiscal Year 2011. Without a Staff Psychologist/BSD Director position, it is unnecessary to contract for "back-up psychological services for the Staff Psychologist."

Additionally, as Acting BSD Director, Dr. Rodgers supervises the BSD full-time administrative assistant, a City employee, though his individual contract was not updated to include supervisory duties.

Administrative Instruction 7-34 states "Should it be necessary for an independent contractor to supervise City employees, the contract authorizing such services will specify that the independent contractor will not have the authority to hire, terminate, discipline, or evaluate any classified City employee...."

Lack of Billing Details

The invoices submitted by Dr. Rodgers are not itemized and do not indicate the number of hours worked. Instead, Dr. Rodgers bills APD at one-twelfth the maximum contract amount rather than \$60/hour (up to 20 hours per week) as stipulated in the contract.

Dr. Rodgers's personal contract with APD states that the contracted amount "shall be payable at the rate of sixty and no/100 dollar (\$60.00) per hour for up to twenty (20) hours per week...." Dr. Rodgers explained that he directs the BSD administrative assistant to prepare his and the other BSD contractors' monthly invoices. He stated that the actual hours worked by him and the other BSD contractors exceed the contracted hours and, therefore, one-twelfth of the contract rate is charged per month.

Incorrect Tax Identification Information

Incorrect tax information was provided on the supporting documents to Dr. Rodgers's 2014 contract. The FBHA Employer Identification Number rather than Dr. Rodgers's social security number was included on Form W-9 (Request for Taxpayer's Identification Number and Certification).

The presence of incorrect information in the contract documents may be an indication that neither Dr. Rodgers nor the City were able to keep the various contracts separate. Additionally, using an Employer Identification Number rather than his Social Security Number could have Federal and State tax consequences for Dr. Rodgers.

Unclear Contract Terms for Training Course Attendance

Exhibit A of the PSPG contract identifies the number of attendees per training course. It is unclear in the contract whether the training courses are for APD only or if PSPG is permitted to accept registration fees and provide training to other agencies at the same time. Without the needed clarification, PSPG may be billing various agencies for the same work.

Volunteer BSD Psychologist

Dr. Rodgers confirmed that BSD currently has a psychologist, working on a voluntary basis, providing services to City employees. Without a valid contract with the psychologist, the City cannot ensure that appropriate insurance has been obtained, is unable to determine the services needed, hold the psychologist accountable, or have any recourse should a problem arise.

Unexplained Contractual Price Increase

There is no explanation for a 200 percent price increase for Crisis Negotiations training. The October 2013, \$15,000 FBHA contract listed the cost per class as \$1,500 for Crisis Negotiations training. In May 2014, a \$60,000 supplement was added to the contract for additional training. In the supplement, the cost per class for Crisis Negotiations training increased to \$4,500 per class.

Aside from the price per class, no other change to the contract was identified. The original contract Scope of Services states:

1. Contractor shall provide a one-week, 40-hour training in Crisis Negotiations for APD Officers. Contractor shall provide actors for high lethality scenarios and all necessary supplies for training.
2. Contractor shall provide a one-week, 40-hour training for APD Officers in dealing with individuals with mental illness. The course shall consist of classroom instruction and role playing scenarios....

With regard to payment, the original contract states:

1. Crisis Negotiation training shall be paid at a rate of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for each training session provided, upon completion and acceptance of each training session.

2. Mental Illness training shall be paid at a rate of One Thousand One Hundred and No/100 Dollars (\$1,100.00) for training session provided, upon completion and acceptance of each training.

The supplement states:

1. Crisis Negotiation training shall be paid at a rate of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) for each training session provided, upon completion and acceptance training.

III. OTHER ISSUE

During the review, one other issue of concern was noted.

City Paid Travel for Contractors

Since 2013, the City paid travel expenses for Dr. Rodgers and another BSD contractor as detailed below.

City Paid Travel for Contractors

Training	Location	Date	Contractor (Dr. Rodgers)	BSD Contractor
Society of Police & Criminal Psychology Annual Conference	Ottawa, Ontario (Canada)	9/25-28/2013	\$1,247.31	N/A
2013 CIT International Conference & International Association of Chiefs of Police Annual Conference - Psychology Section	Hartford, Connecticut & Philadelphia, Pennsylvania	10/14-23/2013	\$2,587.19	N/A
Society of Police & Criminal Psychology Annual Conference	Las Vegas, Nevada	9/17-20/2014	\$972.38	\$596.99
2014 CIT International Conference	Monterey, California	10/13-15/2014	\$799.94	N/A
International Association of Chiefs of Police Annual Conference – Police Psychology Section	Orlando, Florida	10/23-28/2014	\$1,489.18	\$1,144.52
			\$7,096.00	\$1,741.51

Source: City of Albuquerque records

The narrative support used to justify Dr. Rodgers's travel was not part of the contract's scope of service. Dr. Rodgers's contract with APD was not amended to include the responsibilities of the BSD Acting Director, and his monthly billings are not itemized. As a result, it is unclear in what capacity Dr. Rodgers attended the conferences. It is expected that contractors will have the knowledge, skills, and abilities necessary to perform contractual duties successfully and will not require the City to provide additional training. Attending conferences provides continuing professional education credits, which are required to maintain professional licenses; however, it is not the City's responsibility to maintain contractors' licenses.

According to the Internal Revenue Service, training is considered an employee, not a contractor expense. Paying travel expenses for a contractor may unintentionally progress the contractor relationship toward that of a City employee. The multiple, overlapping roles that Dr. Rodgers serves may obscure the line between a City contractor and a City employee.

According to the City's Legal Department, there is cause for concern when the contractual relationship progresses toward that of a City employee as the City "may be responsible for paying back wages for overtime pay with interest, social security taxes, unemployment insurance, the value of group health and other benefits, taxes and workers' compensation."

ADDITIONAL INFORMATION

For informational purposes, regional cities were contacted to determine how other police departments manage CIT training. The results, attached as **Appendix B**, found that the majority of the regional cities' CIT training is a collaborative effort between the police departments, community groups, and mental health representatives and is at little to no cost per attendee. The CIT contacts at the cities offered to share the respective course agendas, experiences, and training materials with the City to help further the knowledge and education about crisis intervention practices. The number of officers trained, length of training classes, and scope of training may vary and were not included in the appendix.

Additionally, OIA contacted professional organizations for suggested practices for CIT training. Responses from CIT International and the International Association of Chiefs of Police are attached as **Appendix C**.

CONCLUSION & RECOMMENDATIONS

The information presented in the anonymous complaints submitted to OIA identifies the appearance of potential wrong-doing and questionable business practices by a contractor and APD. The various issues identified throughout this report, indicate an overall breakdown in administrative oversight and controls by City departments over APD contracts.

To properly address the issues identified in this report, APD should promptly:

- Hire a full-time, City-employed staff psychologist as the BSD Director to manage the Division and the BSD contracts and contractors;
- Review each contract to ensure that conflicting terms or language have been addressed;
- Enforce contract requirements that contractors obtain their own personnel who are not City employees or contractors;
- Recover from PSPG the amount of payments made by the City to the BSD contractors for teaching CIT to City employees;
- Update contracts regularly and as needed to ensure the scope of services is accurate;
- Review each contract to ensure that conflicting terms or language have been addressed;
- Coordinate and manage CIT training in-house to avoid the conflicts identified in the report;
- Terminate contracts with PSPG as they are no longer necessary; and
- Discontinue the practice of paying for contractors' travel and training expenses.

We appreciated the complainant's interest in effective government and willingness to bring this matter forward. Additionally, the full participation, cooperation, and candidness of the various contractors, employees and the City departments involved were beneficial and appreciated.

Appendix A

Scopes of Service for Dr. Troy Rodgers & Affiliated Companies

Contract	Contract Term	Scope of Service
Dr. Rodgers	10/1/2013 – 9/30/2014 (has been a contractor since 2005)	To provide individual psychological evaluations for those APD employees identified by the Chief. To provide back-up psychological services required by APD for the staff psychologist.
FBHA	10/1/2013 – 9/30/2014	To provide Crisis Negotiations Training and mental health training.
Dr. Rodgers	10/1/2014 – 9/30/2015	To provide individual psychological evaluations for those APD employees identified by the Chief. Provide back-up psychological services required by APD for the staff psychologist.
FBHA (contract supplement)	9/30/2014 – 1/31/2015	Supplement added additional training by extending time of performance and increasing contract value.
PSPG	12/1/2014 – 7/31/2015	To conduct and perform all aspects of two psychologically based research studies: <ol style="list-style-type: none"> 1) Review officer involved shootings in central New Mexico focusing on the years 2011, 2012, 2013, and 2014 2) Review APD outcome effects in regard to the recent increase in the use of Crisis Intervention Training for field officers.
PSPG	1/12/2015 – 12/31/2015	To provide Crisis Intervention Training and verbal de-escalation training.
PSPG (contract supplement)	1/1/2016 – 6/30/2016	Supplement added additional training by extending time of performance and increasing contract value. Approved by Council June 1, 2015. Not executed by APD.

Source: Contract Documents

Appendix B

Regional Cities – CIT Training (The number of officers trained, and length and scope of training may vary)

Location	In-house/ Outsourced	CIT Training Conducted	Cost
Albuquerque, NM	Outsourced	Vendor	\$4,500 per CIT class (up to 30 attendees)
Austin, TX	Combination	<u>In-house:</u> Austin Police Department <u>Outsource:</u> Austin/Travis County Integral Care provides remainder via MOU.	No cost per attendee
Denver, CO	In-house	Denver Police Department	No cost per attendee
El Paso, TX	Combination	<u>In-house:</u> El Paso Police Department Crisis Management Team <u>Outsource:</u> Emergent Health Care	No cost per attendee
Kansas City, MO	Council oversees	Governing council in greater Kansas City area	\$50 per attendee (no cost for attendees for classes in 2015)
Las Cruces, NM	In-house	Las Cruces Police Department	No cost per attendee
Las Vegas, NV	Combination	<u>In-house:</u> Las Vegas Police Department <u>Outsource:</u> Various community groups	No cost per attendee
Mesa, AZ	Collaborative Effort among various PDs	Training conducted by members of the East Valley CIT Collaboration	No cost per attendee
Oklahoma City, OK	In-house	Oklahoma City Police Department (works with state mental health department)	No cost per attendee
Salt Lake City, UT	N/A - Statewide Program	Various law enforcement and mental health representatives	No cost per attendee – grant funded
Tucson, AZ	In-house	Tucson Police Department Behavioral Science Division	No cost per attendee

Source: Regional city CIT personnel

Appendix C

While researching the subject matter, OIA contacted professional organizations for suggested practices for CIT training. According to Randolph Dupont, PhD, Co-Chairman of CIT International:

Almost all CIT programs use a faculty which includes law enforcement professionals, local mental health and health care providers, lawyers and advocates. The advocates include individuals and families with mental illness.... the vast majority of sites receive volunteer support from the local mental health and advocacy community. That is, the training is provided free to the law enforcement agency. To be honest, the few sites that I know about using outside firms to provide the training eventually had to re-tool. My opinion is that the expenses became too great and the lack of coordination with local providers hurt the viability of the program. One exception has been programs that have state supported training institutes involved. These programs have had to make an extra effort to develop local community support. As you might suspect, working with local providers had the additional benefit of building a sense of community support and ownership – which pays many dividends, including support when unfortunate incidents happen. We are constantly getting feedback that the networking which comes from the steering committee and the training faculty provides a critical part of the program. I realize that volunteer mental health and advocacy instructors require a bit more coordination than a contracted firm, but most of us that work with CIT feel strongly that the additional effort is well worth the time.

So... most CIT coordinators would strongly support the model using local mental health providers in combination with in-house officers (ideally CIT trained officers).

Furthermore, the International Association of Chiefs of Police National Policy Summit in June 2010 recommends:

Cross-training opportunities for mental health professionals and other stakeholders should be incorporated into law enforcement agencies' CIT training curricula. Inviting mental health professionals and other crisis response partners (e.g., emergency service dispatchers, social workers, residential housing counselors, mental health and supportive housing case managers, nurses, emergency medical technicians, school resource officers, victim advocates, and advocates for persons with mental illness and their families) to participate in CIT training will nurture cross-system understanding, help develop a common language, and facilitate access to non-justice system options for persons with mental illness referred by law enforcement. It is also essential that people with the lived experience of mental health recovery who understand principles of self-determination and de-escalation be involved in designing and delivering CIT training. Law enforcement agencies may choose to invite CIT training participants to join in ride-alongs to enhance their appreciation for the demands of police work and build personal rapport among crisis responders.