

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. TAMMANY PARISH GOVERNMENT AND
THE VOLUNTEERS OF AMERICA
OF GREATER NEW ORLEANS, INC.
(Suicide Prevention – Crisis Response Program)

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into effective as of January 1, 2015, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 3-01 and 3-09 by and among the following parties:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as “Parish”); and

VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS, INC., a Louisiana non-profit corporation whose northshore office mailing address is 823 Carroll Street, Suite B, Mandeville, LA 70448, herein represented by its President/CEO, James M. Leblanc (hereinafter referred to as (“VOA”).

WHEREAS, the Parish has experienced a steady and alarming spike in suicides. To reduce the incidents of suicide and ensure better safety for all, VOA seeks to develop an effective working partnership between the first responders and the mental health system; and

WHEREAS, first responders to an emergency involving a suicide threat typically do not include mental health professionals, and these responders need assistance with determining the proper disposition of the person. While law enforcement and other first responders do their best in evaluating a suicide situation, they do not necessarily have the training and education to thoroughly evaluate a person who is threatening suicide; and

WHEREAS, if first responders believe the person attempting suicide could potentially be harmful to himself or herself or others, they currently will transfer the person to a local emergency room for evaluation and disposition; and

WHEREAS, the VOA has been “touching lives, building community” since the 1890s and works in innovative ways to help people with mental illnesses and emotional disturbances function as well as possible and enjoy a high quality of life. VOA, recognizing the increase of mental health issues in St. Tammany Parish, seeks to provide a “Crisis Response Program” to optimize the collaboration between first responders and the mental health system to improve the care of persons in crisis. Crisis Response Counselor(s) (as defined below) would be on call 24/7 to assess and intervene in reports

of mental health crises coming through the 911 system, emergency rooms, the St Tammany Parish Coroner's Office, St Tammany Parish Government, and mental health providers with the St. Tammany Parish School System; and

WHEREAS, In the event law enforcement responds to a behavioral health crisis call and desires the assistance of a mental health professional, the Crisis Response Counselor will go to the scene and/or provide real time phone-based crisis counseling as indicated by the referral source in order to determine the mental health status of the individual and make a recommendation as to whether or not the person should be transported to the hospital (or other suitable facility if available) for further mental health evaluation. This would allow for an intervention, counseling and family consultation for the individual in order to decrease the risk of suicide or repeat suicide attempts and reduce the influx of persons with mental illness in the emergency room; and

WHEREAS, in an event where an individual is taken to the emergency room, VOA, through the Crisis Response Program, will work with the emergency room staff (if requested) to help connect the individual with community resources in an attempt to divert individuals from psychiatric hospitalization. The Crisis Response Counselor will conduct follow up visits with the individual upon hospital discharge. The Crisis Response Counselor will make several post-hospital stay telephone calls and visits in order to determine the individual's mental state and the need for further treatment. The Crisis Response Counselor will conduct a full mental health assessment of the individual, determine whether the individual will need counseling, therapy or institutionalization, assist in coordinating the individual's care and facilitate referral to appropriate outpatient resources. This particular service will address the lack of coordination of mental health care services that have caused numerous mental health patients to fall through the cracks in the current system; and

WHEREAS, St. Tammany Parish has enacted a Public Health Tax. Funding several initiatives under suicide prevention falls squarely with the Public Health Tax Proposition. In order to address the lack of crisis resources for suicide risk in the Parish, the St. Tammany Parish Public Health Tax will be used to fund the (VOA) Crisis Response Program. The Crisis Response Program will provide a stronger collaboration of skilled mental health professionals, first responders, and others working together to better serve our community. Therefore, the Parish seeks to provide funding to VOA for providing early and assertive intervention services to reduce the number of suicides and suicide attempts; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective offices as follows:

1. **PUBLIC PURPOSE**. The parties to this Agreement acknowledge and agree that the public purpose of this Agreement is for the reduction in suicides and suicide attempts and other behavioral health crises in St. Tammany Parish, which will benefit the health, safety and welfare of residents of St. Tammany

Parish. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. OBLIGATIONS OF VOA

2.1 VOA agrees to implement the Robert's 7 stage crisis intervention model for this suicide prevention initiative. VOA agrees to act as the director of the above suicide prevention initiative. The administration and supervision of this program will be provided by employees of VOA. The "Project Director" will be a licensed mental health professional (LPC or LCSW). Administrative and clinical oversight will be provided by a Licensed Clinical Social Worker. "Case Managers" will provide support and administrative services for individuals and their families. For each crisis call, a "Crisis Response Counselor" will be dispatched as appropriate from an on-call pool of Crisis Response Counselors. Crisis Response Counselors will follow up with families to ensure referrals are expedited and links to services are confirmed.

2.2 Each Crisis Response Counselor will dispatch whenever the 911 system, St. Tammany Parish Coroner's Office, St. Tammany Parish Government, mental health providers with the St. Tammany Parish School System or hospital personnel call for assistance. Crisis Response Counselors and Case Managers will provide intervention, information counseling, support and referrals to individuals and families needing assistance to facilitate recovery. Individuals and families will be assessed to determine service needs, such as crisis counseling, case management and referral, and education and support.

2.3 Crisis Response Counselors will be licensed mental health professionals who shall be on call to assess and intervene in reports of mental health crises coming in through the 911 system, St. Tammany Parish Government, St. Tammany Parish Coroner's Office, mental health professionals with St. Tammany Parish School System, FPHSA Lurline BH clinic or hospital personnel; Case Managers will arrange, coordinate, monitor, evaluate and advocate for a package of multiple services to meet the specific individual and the individual family's needs, including referrals to appropriate outpatient mental health programs.

2.4 Program Implementation:

2.4.1 Crisis Response Counselors will be on call 24/7 to take calls and consult with the individual, family, 911 and first responders. When going to a scene, the Crisis Response Counselor will be accompanied by the police and will arrive at the scene within thirty (30) minutes.

- 2.4.2 The Crisis Response Counselor will provide assistance and guidance to individual and family on the scene or the emergency room (hereinafter "ER"). First responders present shall provide public safety responsibilities and ensure the safety of the Crisis Response Counselor and the community.
- 2.4.3 If hospitalization occurs, the Crisis Response Counselor may, in their discretion and assessment, stay at the scene or go to the hospital to provide support and guidance to families.
- 2.4.4 The Crisis Response Counselor may stay with a family until the situation is stabilized.
- 2.4.5 The Crisis Response Counselor and the Case Manager will remain in contact with family and hospital personnel and assist with support after release from hospital.
- 2.4.6 Follow-up/after care will include information, counseling, case management, education, support and service linkage.
- 2.4.7 The Crisis Response Counselor and the Case Manager will work with families to develop a family stabilization plan that will outline recovery and steps necessary to achieve goals. A family stabilization plan should provide assistance for no longer than four (4) months or an average not to exceed sixteen (16) hours per funding year and will be broken down into achievable and manageable goals. VOA will notify the Parish's program manager via email of any client who individually will exceed sixteen (16) hours of case management with a justification for the services prior to billing for those hours. VOA shall retain a record of the message and a read receipt.
- 2.4.8 The plan will be strengths-based, modified and updated as goals are achieved and will continually guide families toward self-sufficiency.
- 2.4.9 Ongoing monitoring of progress will determine length of case management services.

2.5 Documentation to be maintained by VOA is to include, but, not be limited to:

- 2.5.1 A "Client Reporting Form" with a list of client confidential identification numbers who received services for that month and a "Monthly Deliverable Report" (see attached Exhibits "A" and "B"). VOA will keep a master list of clients and maintain same for internal tracking of demographics and trends.

- 2.5.2 A written assessment, which will be used to assist counselors in determining needs, resources available, and stability of family.
- 2.5.3 A family stabilization plan for families needing long term guidance.
- 2.6 Outcomes for each client to be used to track the program effectiveness, specifically reduction in near-term repeat episodes, suicide attempts and completions. Deliverables to be reported include: number of crisis calls received; number of insured; number of clients VOA has billed for; number of uninsured clients; number of clients approved by Medicaid or other insurance; source of calls (911 or other); response to call by VOA crisis responders: on site, meet at ER, handle on phone, other; what services were provided (example, assessment, meet with family, meet with client, consult with physician in ER, meet with social worker in ER, etc.); follow up info: discharge disposition; how many clients are referred to case management from crisis calls; has the person been seen before and quantify how many times they have been seen by VOA crisis responders and case managers.
- 2.7 Satisfactory performance under this Agreement shall be measured by:
- 2.7.1 Individuals in need of outpatient mental health care will receive case management services within 24 hours post ER discharge if the client is appropriate for the Crisis Response Program and VOA has been involved by the ER.
- 2.7.2 VOA will arrive at the scene or the ER within forty-five (45) minutes when called to ER by hospital personnel, with response times being documented in each client's file.
- 2.7.3 VOA will provide family education and facilitate family involvement.
- 2.8 All individuals rendering services under this Agreement shall have the training and education appropriate for the services they provide and be licensed accordingly. Copies of each individual's current licenses/credentials will be provided to Parish's Department of Health and Human Services.
- 2.9 Beneficiary/Statistical Data for Reporting. VOA shall provide reporting on a monthly basis as support documentation for payment. VOA shall provide information monthly, using the forms attached hereto as Exhibits "A" and "B".
- 2.10 Funding Disclosure. VOA shall report any other funding sources applicable to the obligations of this Agreement to Parish as soon as such funding is secured.

- 2.11 VOA shall undergo an annual audit by an independent auditor and shall provide a copy of said audit report to Parish within six (6) months following the end of each fiscal year.
- 2.12 Insurance. VOA shall carry in full force and effect at all times during the Term (as defined below) of this Agreement insurance coverages in sufficient limits and levels necessary to protect it, its agents, directors, officers, employees, volunteers, its contractors and/or subcontractors, as well as St. Tammany Parish Government, its elected and appointed officials, directors, officers, agents, servants, attorneys, employees, volunteers, together with their agents, representatives, assigns, insurers and reinsurers, and all other interested third parties, from any and all claims for bodily injury, death or property damage as well as from claims under the workers' compensation acts.
- 2.12.1.1 The insurance coverages shall be underwritten by insurance companies with an A.M. Best rating of no less than A-, Category VII and shall be authorized to do business in the State of Louisiana, and should include, but may not be limited to: Commercial General Liability, Professional Liability, Medical Malpractice Liability, Business Automobile Liability, Environmental/ Pollution Liability (when applicable), Workers' Compensation/ Employers Liability, and an Excess or Umbrella Policy that follows form for all liability coverages. St. Tammany Parish Government reserves the right to review and approve all insurance coverages.
- 2.12.1.2 VOA shall have St. Tammany Parish Government named as an additional insured on the liability insurance policies and the policies shall be endorsed to provide a waiver of subrogation in favor of St. Tammany Parish Government. The insurances affected by this agreement shall be written on a primary and non-contributory basis. All insurance policies shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish, in writing. VOA shall present evidence of said insurance coverages to the Parish on or before the commencement of this Agreement, and thereafter annually on or before each policy expiration.
- 2.13 VOA agrees to indemnify and hold harmless the Parish, its officers, directors, employees, agents, contractors, vendors and all others, of and from any and all claims that may be made or asserted by anyone which arise out of or are in any way related to either party's performance herein, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

2.14 While in the performance of services or carrying out obligations herein, the VOA shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the VOA arising from the performance of its services under this Agreement. The VOA shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

3. OBLIGATIONS OF PARISH

3.1 Parish agrees to contribute funds in the maximum amount of five hundred thousand (\$500,000.00) Dollars payable upon approved invoices and units of service submitted monthly in furtherance of the above-referenced initiatives. VOA's invoices shall include a certification that VOA has received no other compensation for the services invoiced for payment. Final invoices for obligations performed during the Term (as defined below) shall be submitted to Parish no later than thirty (30) days following expiration of the Term. Any unused funds remaining shall be retained and/or reallocated by Parish and shall not be disbursed to VOA.

3.2 Payments. This Agreement will be a combination of a fixed unit rate contract for case management and follow up services and a case rate for the initial crisis response. The number of hours of mental health consultation and case management services shall be billed in increments of one-tenth (1/10th) of an hour. VOA will be paid \$285.00/individual for initial crisis intervention services/call out. This \$285.00 rate will be paid for all services required within the first 24 hours of crisis service provided to the individual's family and/or the first responders. For follow up case management services, VOA will receive \$81.00/hour for follow-up case management services. Services include direct and collateral contacts and assistance with finances, legal issues, housing, nutrition, clothing, employment and medical needs. No more than 10% of time should be spent on client documentation. Follow up care may be for a period of up to four (4) months or an average of sixteen (16) hours. Every step of care shall be properly tracked and recorded to support an accurate claim. Fees eligible to be included in the rate for payment under this Agreement are limited to crisis response services, counseling and case management as described above. Monthly invoices shall have supporting documentation attached evidencing services performed, and, along with supporting measure/deliverable reports, shall be submitted to Parish's Department of Health and Human Services by the 15th day of each calendar month and approved by Parish before payment will be made. Payments will be made only from approved documentation, in Parish's reasonable discretion.

3.3 Payment Schedule; Limitations. No Parish payments for any calendar month shall exceed one-twelfth (1/12) of the funds obligated by Parish for a calendar

year. However, in the event that VOA does not obtain contribution for a full one-twelfth (1/12) of funds payable in any calendar month, such amount can be applied forward to a future calendar month. Further, upon receipt of additional documentation and/or justification deemed acceptable to Parish's Department of Health and Human Services, in their sole discretion, Parish may increase the payment for a calendar month by a sum not to exceed ten thousand and no/100 (\$10,000.00) dollars in addition to the one-twelfth (1/12) allowed. VOA will invoice St. Tammany Parish on a monthly basis for services provided and must maintain documentation for each service provided. St. Tammany Parish will audit 10% of all of the claims received every six (6) months with an onsite review of the documentation.

3.4 Process and Outcome Evaluations. Process evaluation will focus on program implementation and operations. Outcome operation will evaluate the program activities and program processes to measure program results. Evaluation will be conducted by Parish twice during the Term (as defined below).

4. TERMINATION AND BINDING NATURE

- 4.1** The term of this Agreement shall begin on January 1, 2015 and end on December 31, 2015(the "Term"). No Term renewal or extension shall be provided without the express written consent of both Parish and VOA, in each party's sole discretion.
- 4.2** Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.
- 4.3** Should any party seek to terminate this Agreement for any reason prior to the expiration of the Term, the party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.
- 4.4** The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 5.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 5.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder shall remain in full force and effect.
- 5.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.
- 5.4 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 5.5 The parties agree and acknowledge that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.
- 5.6 No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.
- 5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind his office.
- 5.8 That each party certifies that it will adhere to and follow any and all ordinances and laws applicable to each party's obligations as stated herein.
- 5.9 The parties recognize that circumstances may necessitate staffing changes, which may be implemented at the discretion of the VOA as long as the services described in this Agreement are not adversely affected.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof superseding all negotiations, prior discussions and preliminary agreements.

There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

7. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

8. NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to the Volunteers of America:
President/CEO James M. Leblanc
823 Carroll St. Suite B
Mandeville, LA 70448

If to the Parish:
President Patricia P. Brister
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70433

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED on the 13th day of March, 2015
in the presence of the undersigned witnesses.

WITNESSES:







ST. TAMMANY PARISH
GOVERNMENT

BY:


PATRICIA P. BRISTER
PARISH PRESIDENT

THUS DONE AND SIGNED on the 9th day of February, 2015
in the presence of the undersigned witnesses.

WITNESSES:

VOLUNTEERS OF AMERICA OF
GREATER NEW ORLEANS, INC.

BY:

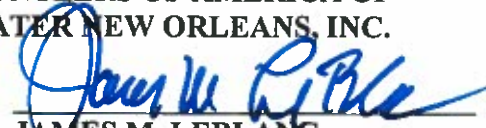

JAMES M. LEBLANC
VOLUNTEERS OF AMERICA

EXHIBIT "A"

Client Reporting Form



Volunteers of America
2015 Suicide Prevention - Crisis Response

Reporting Date: _____
(MM/YY)

New or Repeat	Client #	Time AM/PM (of Crisis Call only)	Date of Service	Client Zip Code	STP Resident Y/N	Service Provided	Crisis Call (Enter 1)	Case Management (1/10 Units)
New	12345		1/1/2015	Homeless	Yes	Case Manag	1	20
Repeat	568	2:00 PM	1/6/2015	70447 - Madisonville	No	Crisis Call	1	30
							1	40
							1	50
							1	60
Total=							5	200

**Expenses: Crisis Response @ \$285.00 \$1,425.00
 **Case Management Services @ \$8.10 per Unit \$1,620.00
Total= \$3,045.00

**No other compensation was received for the services being charged to STP Government. INITIAL HERE _____

EXHIBIT "B"

Monthly Deliverable Report



Monthly Deliverables Client Reporting Form

The Volunteers of America
2015 - Suicide Prevention - Crisis Response Program

Report Month of: _____
(MM/YY)

Total STP Clients Served: _____

Monthly Totals:

Gender	
Male	1
Female	1
Unknown	0
Total	2

Race/Ethnicity:	
African American	1
Asian	1
Caucasian	1
Hispanic	1
Other	1
Unknown	1
Total	6

Age	
Under 18:	
18-25	1
26-35	1
36-45	1
46-55	1
56-62	1
Over 62	1
Unknown	1
Total	7

Client Resident of:	
1	Homeless
_____	70420 - Abita Springs
_____	70431 - Bush
_____	70433 - Covington
_____	70434 - Covington
_____	70435 - Covington
_____	70436 - Plukar
_____	70437 - Folsom
_____	70445 - Lacombe
_____	70447 - Madisonville
_____	70448 - Mandeville
_____	70452 - Pearl River
_____	70458 - Slidell
_____	70459 - Slidell
_____	70460 - Slidell
_____	70461 - Slidell
_____	70463 - Sun
_____	70464 - Tallahassee
_____	70469 - Slidell
_____	70470 - Mandeville
_____	70471 - Mandeville
1	Total

Service:	
Crisis Call	1
Case Management	_____
Total	1

VOA Clients Billed:	
Unknown	1
Insured	_____
Uninsured	_____
Medicaid	_____
Total	1

Service Requested By:	
911 System	1
Stp Government	_____
Lurline SH Clinic	_____
STP Corner's Office	_____
STP School Board MHP	_____
Hospital Personnel	_____
Total	1

VOA Response:	
On Site	1
Meet at ER	1
Telephone	_____
Other	_____
Total	2

Discharge Disposition:	
Home	1
Psychiatric Facility	_____
Other (Please list below)	_____
Total	1

1/22/2015