

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE  
ST. TAMMANY PARISH GOVERNMENT  
AND NAMI ST. TAMMANY, INC.  
(Safe Haven Group Homes Operation)**

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into on the dates set forth herein below, 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

**NAMI ST. TAMMANY, INC.**, a Louisiana non-profit corporation and autonomous 501(c)(3) chartered affiliate of the National Alliance on Mental Illness, whose mailing address is P.O. Box 2055, Mandeville, Louisiana 70470, herein represented by its Treasurer, David J. Mancina (hereinafter referred to as “NAMI”).

**WHEREAS**, Parish has acquired from the State of Louisiana seven apartment buildings located on the Safe Haven campus (f/k/a Southeast Louisiana Hospital) at 23515 Highway 190, Mandeville, Louisiana 70470 and specifically located on Martin Way, Wren Way and/or Hummingbird Lane (collectively, the “Group Homes”); and

**WHEREAS**, NAMI desires to use the Group Homes for transitional and/or less-restrictive mental health residential facilities and treatment programs; and

**WHEREAS**, St. Tammany Parish has enacted a Public Health Tax. Funding initiatives for treatment of mental health falls squarely within the Public Health Tax proposition. In order to address the lack of mental health resources in the Parish, the Public Health Tax will be used to fund operational and maintenance costs to support mental health treatment, education and housing programs. Therefore, the Parish seeks to provide funding to NAMI for certain educational and mental health support services at the Group Homes; 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 mental health treatment 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 NAMI.**

**2.1** The activities performed by NAMI pursuant to this Agreement are as follows:

**2.1.1 Group Homes.** Oversee and operate the Group Homes through three (3) residential programs for otherwise homeless adults living with serious and persistent mental illness (“SPMI”) and/or co-occurring disorders, which allow for such persons to live in a less restrictive environment while continuing in the direction of recovery and independence (collectively, the “Group Home Operation”). NAMI’s Group Home Operation services shall include education, advocacy, peer support and, in general, assistance to residents in achieving higher independence. The three (3) residential programs are as follows:

**2.1.1.1 Supervised Independent Living Apartments.** The supervised independent living apartments consist of seven (7) apartments serving up to ten (10) adults living with SPMI. NAMI shall provide no less than two (2) full-time staff members.

**2.1.1.2 Transitional Group Homes.** The transitional group home program provides twenty four (24) hour care and supportive services to accommodate up to twelve (12) individuals living with SPMI and co-occurring disorders/disabilities in a group home setting. The transitional group homes consist of two (2) group homes with each housing six (6) adults. NAMI shall provide no less than four (4) staff members, including a case manager, to each home during business days/hours and no less than two (2) staff members on weekends/holidays. Provided, however, at least one (1) staff member shall be present in each home twenty four (24) hours per day.

**2.1.1.3 Permanent Group Home.** The permanent group home provides twenty four (24) hour care and supportive services for up to eight (8) individuals living with SPMI in a group home setting. NAMI shall provide no less than four (4) staff members, including a case manager, to the permanent home during business days/hours and no less than two (2) staff members on weekends/holidays. Provided, however, at least one (1) staff member shall be present twenty four (24) hours per day.

**2.1.2** In addition to the direct care staff, NAMI shall provide a residential coordinator to oversee the Group Home Operation. Further, NAMI shall provide transportation to assist with access to community resources and employment. All staff shall be

qualified and trained to ensure proper supervision of the Group Home Operation at all times. NAMI's staff shall include individuals who are trained peer support specialists, providing residents and staff with access to those already modeling recovery. The Group Home Operation shall be maintained in compliance with all applicable standards and operations of HUD, Department of Health and Hospitals, Bureau of Health Standards and Association for Retarded Citizens home standards.

- 2.1.3** In each group home setting, NAMI shall assist residents with activities of daily living ("ADL"), instrumental activities of daily living ("IADL"), and life skills training, including in areas of medical, mental health, substance abuse, dental, money, medication and home management.
- 2.2** NAMI shall only use properly trained, certified, licensed, qualified and insured individuals to render the services pursuant to this Agreement for which reimbursement is sought.
- 2.3** Beneficiary/Statistical Data for Reporting. NAMI shall provide reporting on a monthly basis as support documentation for reimbursement. Each individual participating in the Group Home Operation will be issued an identification number, which will be unique to the individual as he/she progresses through the program. In addition, NAMI shall provide the following information monthly, in a form substantially similar to Exhibit "A" attached hereto:
- Number of clients in program;
  - Number of new clients;
  - Status of clients (new; continuing or discharged with reason for discharge)
  - Client residency zip code;
  - St. Tammany Parish residency or otherwise;
  - Number of discharges with explanation; and
  - Number of clients returning within one (1) year of previous discharge.
- 2.4** Audit. Notwithstanding anything in this Agreement to the contrary, NAMI 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.
- 2.5** Insurance. NAMI shall carry in full force and effect at all times during the term 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.

- 2.5.1.1** 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, Social Service Professional Liability, Hired and Non-Owned Auto Liability, 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.
- 2.5.1.2** NAMI 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. NAMI 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.
- 2.6** NAMI 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.
- 2.7** While in the performance of services or carrying out obligations herein, the NAMI 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 NAMI arising from the performance of its services under this Agreement. The NAMI 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.
- 2.8** Auditing. It is hereby agreed that the legislative auditor of the State of Louisiana and/or the Office of the Governor, State of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of NAMI that are related to this Agreement.
- 2.8.1** LSA R.S. 25:513(A)(1)(b)(iv) defined a quasi-public agency or body as "Any not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds."

- 2.8.2 In accordance with LSA R.S. 25:513(H)(2)(a), NAMI “shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.”
- 2.8.3 Pursuant to LSA R.S. 24:513(J)(1)(c), the financial statements of NAMI shall be audited as follows:

<b>Amount received in revenues and other sources in any one fiscal year</b>	<b>Audit requirements</b>
<b>\$75,000 or less</b>	<b>Not required to have an audit but must file a certification with the legislative auditor indicating it received \$50,000 or less in funds for the fiscal year.</b>
<b>More than \$75,000 but less than \$200,000</b>	<b>Shall obtain an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of the books and accounts.</b>
<b>\$200,000 or more but less than \$500,000</b>	<b>Shall obtain an annual review of its financial statements to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of books and accounts.</b>
<b>\$500,000 or more</b>	<b>Shall obtain an annual audit.</b>

Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 USC 7504-7507 and 2 CFR Part 200, Subpart F). Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from federal audit requirements for that year, but records must be available for review or appropriate officials of the Federal agency, State and General Accounting Office.

NAMI is notified that no funds appropriated under Act 16 of the 2015 Regular Session of the Louisiana Legislature shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the State of Louisiana unless the entity executes an agreement or contract and submits to the State for approval

a Comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The State shall submit the Budget and any other required information to the legislative auditor for approval at [ebudgets@lla.la.gov](mailto:ebudgets@lla.la.gov).

### **3. OBLIGATIONS OF ST. TAMMANY PARISH**

- 3.1** Parish agrees to contribute funds in the maximum amount of eighty thousand (\$80,000.00) Dollars payable upon approved invoices submitted monthly in furtherance of the above-referenced initiatives. The maximum reimbursable amount for each specific category is: (a) forty five thousand (\$45,000.00) dollars for salaries, benefits and taxes; (b) six thousand (\$6,000.00) dollars for utilities; (c) six thousand (\$6,000.00) dollars for transportation and vehicle maintenance; (d) five thousand (\$5,000.00) dollars for equipment purchases; (e) eight thousand (\$8,000.00) dollars for repairs and maintenance; (f) one thousand two hundred (\$1,200.00) dollars for other expenses; and (g) eight thousand eight hundred (\$8,800.00) dollars for administrative and indirect expenses. Any unused funds remaining at expiration of the Term (as defined below) shall be retained and/or reallocated by Parish and shall not be disbursed to NAMI.
- 3.2** Reimbursement. NAMI will provide Parish with a comprehensive breakdown of operational costs including utilities, salary/benefits, equipment purchases, client transportation, facilities maintenance and other direct costs eligible for reimbursement under this Agreement. Personnel paid from this funding will require identifying the person, providing a job description including the percentage of time allocated to the group home program. Additional compensation (bonuses, incentives, etc.) cannot be paid from this funding. Monthly invoices shall have supporting documentation attached evidencing costs and proofs of payment. In addition, NAMI shall provide the following information monthly in the form attached hereto as Exhibit "A": (a) the number of clients in program; (b) the number of new clients; (c) the client status (i.e.: new, continuing or discharged with reason for discharge); (d) client zip code; (e) St. Tammany Parish residency or otherwise; (f) Number of discharges with explanation; and (g) number of clients returning within one (1) year of previous discharge. The monthly Exhibit "A" report shall be submitted to Parish's Department of Health and Human Services and approved by Parish before reimbursement will be made. A statement shall be included with the request for reimbursement that no other compensation was received for the services being reimbursed by Parish. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.
- 3.2.1** Process and Outcome Monitoring. Process monitoring will focus on program implementation and operations. Monitoring will be conducted twice during the program funding term.

**3.3 Payment Schedule: Limitations.** Notwithstanding anything in this Agreement to the contrary, no drawdown for any calendar month shall exceed one-twelfth (1/12) of the funds to be contributed by Parish for a calendar year. However, in the event that NAMI does not obtain contribution for a full one-twelfth (1/12) of funds reimbursable in any calendar month, such amount can be applied forward for reimbursement in a future calendar month.

**4. TERMINATION AND BINDING NATURE**

**4.1** The term of this Agreement shall begin on January 1, 2016 and end on December 31, 2016 (the "Term"). No Term renewal or extension shall be provided without the express written consent of Parish, in Parish's sole discretion.

**4.2** Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

**4.3** 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.

**4.4** 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.

**4.5** 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 of this Agreement 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 22<sup>nd</sup> 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 acknowledge and agree 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 their office.
- 5.8** Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. 42:1101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. 24:513A.(1)(b)(iv)) in carrying out the provisions of this Agreement.
- 5.9** NAMI agrees to indemnify and hold harmless the Parish and its officers, directors, employees, agents, contractors, vendors and all others, of and from and against any and all liability including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of the NAMI's obligations pursuant to this Agreement, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.
- 5.10** While in the performance of services or carrying out obligations herein, NAMI 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 NAMI arising from the performance of its services under this Agreement.



NAMI 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.

5.11 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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 NAMI:  
Nick Richard, Executive Director  
NAMI St. Tammany, Inc.  
23515 Highway 190  
Mandeville, LA 70448

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

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 July 16, 2016 in the presence of the undersigned witnesses.

WITNESSES:

Amy Meabore  
Amy M. Laborde  
Laurene Ojeda  
Laurene Ojeda

ST. TAMMANY PARISH GOVERNMENT

BY:

Patricia P. Brister  
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED on January 13, 2016 in the presence of the undersigned witnesses.

WITNESSES:

David J. Mancina  
David J. Mancina

NAMI ST. TAMMANY, INC.

BY:

David J. Mancina  
David J. Mancina, Treasurer

# EXHIBIT "A"

## NAMI St. Tammany 2016 - Group Home Operation Client Reporting Form



Program Name: **NAMI Group Home Operation**

	New STP Client or Existing	Client #	Clients prior 20 code	STP Resident Y/N	Client Status	Discharge Outcomes
1	New			Yes	New to program	Required Lower Level of Care
2	Existing			No	Continued service	Discharged to Less Restrictive Setting
3					Discharged	Noncompliant
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

MM/YYYY	
Residents	Total
# of Residents in ALL homes	
# of STP Residents	
# of NEW Residents	
# of referrals for services	

Reentering within 1 year

Total Program Expenses	
Salaries/Benefits/Taxes	
Utilities	
Transportation/Vehicle Maintenance	
Equipment Purchases	
Repairs/Maintenance	
Other	
Administrative/Indirect	
**Total	\$0.00

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