

AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(Behavioral Health)

This Amendment to Cooperative Endeavor Agreement (the "Amended CEA") is made and entered into effective January 1, 2016, by and between the following parties:

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

ACCESS HEALTH LOUISIANA, INC d/b/a St. Tammany Community Health Center, a Louisiana not-for-profit corporation, whose mailing address is 2900 Indiana Avenue, Kenner, Louisiana 70065, represented herein by Mark F. Keiser, its Chief Executive Officer (hereinafter referred to as "Access Health").

WHEREAS, effective as of January 1, 2015, Parish and Access Health entered into that Cooperative Endeavor Agreement (the "Original CEA") wherein Access Health agreed to provide behavioral health services in St. Tammany Parish, plus other obligations as more fully described in the Original CEA; and

WHEREAS, the parties have identified a need to amend the Original CEA to extend the Term and provide Access Health with necessary funding to operate its behavioral health services and serve the citizens of St. Tammany Parish.

AND NOW THEREFORE, the parties desire to enter into this Amended CEA to state each parties' obligations more fully herein and to amend and/or add the following provisions. This Amended CEA is not intended to release any party from the obligations stated in the Original CEA, but is intended only to amend, restate or add certain provisions to that Agreement:

1. The foregoing recitals are hereby incorporated into the body of this Amended CEA as if fully rewritten and restated herein.
2. Section 2.1 of the Original CEA is amended and restated to read as follows:
 - 2.1 Access Health will employ one or more licensed Psychiatrists, Psychiatric Nurse Practitioners, Medical Psychologists (PhD) with prescriptive privileges, and one or more Licensed Clinical Social Workers (LCSW) or Licensed Practical Counselors (LPC) (collectively, the "Behavioral Health Professionals") at the FQHCs to provide clinical behavioral health treatment. Access Health will submit copies of such license for each practitioner with the CEA.
3. The Original CEA is amended to add new Section 2.7, as follows:
 - 2.7 **Auditing.** It is hereby agreed that the legislative auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of Access Health that are related to this Agreement.

- 2.7.1** LSA R.S. 25:513(A)(1)(b)(iv) defined a quasi-public agency or body as “[a]ny 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.”
- 2.7.2** In accordance with LSA R.S. 25:513(H)(2)(a), Access Health “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.”
- 2.7.3** Pursuant to LSA R.S. 24:513(J)(1)(c), the financial statements of Access Health shall be audited as follows:

| Amount received in revenues and other sources in any one fiscal year | Audit requirements |
|---|---|
| \$75,000 or less | Not required to have an audit but must file a certification with the legislative auditor indicating it received \$75,000 or less in funds for the fiscal year. |
| More than \$75,000 but less than \$200,000 | 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. |
| \$200,000 or more but less than \$500,000 | 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. |
| \$500,000 or more | Shall obtain an annual audit. |

Non-Federal entities that expend Seven hundred and Fifty thousand and No/100 (\$750,000) Dollars 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.

4. Section 3.1 of the Original CEA is amended to add the sum of One Hundred Eighty Three Thousand and No/100 (\$183,000.00) Dollars as the maximum amount to be invoiced by Access Health to Parish for the 2016 calendar year.
5. Section 4.1 of the Original CEA is amended and restated so that the Term of the Original CEA is extended for one (1) calendar year, having a new expiration date of December 31, 2016. The aforementioned Term may be renewed, in the Parish's sole discretion, for one (1) additional year, under the same terms and conditions as in the Original CEA, with said renewal contingent upon the appropriation of funds by Parish necessary to fulfill the requirements of the Agreement, as renewed.
6. Section 5.8 of the Original CEA is amended to read as follows:
 - 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.
7. This Amended CEA supersedes the Original CEA only where there exists any conflict. This Amended CEA controls any conflicts of any terms or conditions. Except as amended hereby, the Original CEA remains unmodified and in full force and effect.
8. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original CEA.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties have caused this Amended CEA 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.

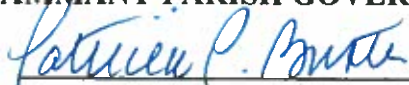
THUS DONE AND SIGNED on the 18th day of March, 2016 in the presence of the undersigned witnesses.

WITNESSES:



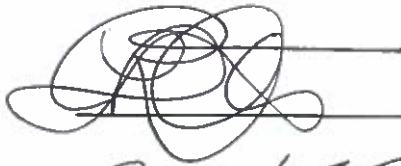


ST. TAMMANY PARISH GOVERNMENT

BY: 
PATRICIA P. BRISTER
PARISH PRESIDENT

THUS DONE AND SIGNED on the 15 day of March, 2016 in the presence of the undersigned witnesses.

WITNESSES:





ACCESS HEALTH LOUISIANA, INC. d/b/a St. Tammany Community Health Center

BY: 
Mark F. Keiser
Chief Executive Officer