

**AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT**  
(Educational and Behavioral Health Program)

This Amendment to Cooperative Endeavor Agreement (the "Agreement") 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

**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"); and

**WHEREAS**, effective as of January 1, 2014, Parish and NAMI entered into that Cooperative Endeavor Agreement (the "Original CEA") wherein NAMI agreed to provide educational and support classes for the purpose of reducing incidents of suicide, 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 into and provide funding for the calendar year 2016.

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

1. The foregoing recitals are hereby incorporated into the body of this Agreement as if fully rewritten and restated herein.
2. The Original CEA is amended to add new Sections 4.5 and 5.10, as follows:
  - 4.5 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.

5.10 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.

3. Section 2.1 of the Original CEA is amended to read as follows:

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

(a) Coordinate and implement internal office services, appurtenant to the classes described in (c) below, payroll, purchasing, records maintenance, and operations;

(b) Purchase supplies for facilitators and participants of the education classes described in (c) below; and

(c) Provide the following services to Parish residents:

1. "Family-to-Family" education classes, "NAMI Basics" program courses and "Peer-to-Peer" education classes serving approximately fifty (50) unduplicated Parish residents annually. The Family-to-Family education class is a twelve (12) week course for family members and family caregivers of individuals with mental illness to build coping skills. The NAMI Basics program course is a six (6) week course designed for parents and other caregivers of children and adolescents living with mental illness to build coping skills. The Peer-to-Peer education class is a ten (10) week course for people living with mental illness or mental health challenges who are interested in establishing and maintaining their wellness and recovery.

2. Four (4) Community Education events serving approximately five hundred (500) unduplicated Parish residents for 2016. Said events will be held for the purpose of promoting mental health awareness and support for Parish residents. Examples of such events may include, but are not limited to, conferences, educational panels and keynote speaker presentations.

3. Family and Mental Health support groups for adults living with mental illness serving approximately forty (40) unduplicated Parish residents annually. Said groups shall consist of monthly ninety (90) minute sessions and offer a causal and relaxed approach for sharing the challenges and successes of coping with mental illness.

4. Provide information concerning and offer referrals to community resources for those Parish residents who suffer from mental health illness and/or mental health challenges.

(d) The education classes described in Section 2.1 (c) shall be held at no cost to the participants and at a location secured/designated by NAMI.

(e) No payment of any type can be received for the portion of any service being billed by NAMI to Parish other than those services set forth above in Section 2.1 of this Agreement.

4. Section 2.3 of the Original CEA is amended and restated to read as follows:

2.3 **Beneficiary/Statistical Data for Reporting.** NAMI shall provide reporting and support documentation and Exhibit "A" by the fifteenth day of the month as support for each request for payment pursuant to this Agreement. This documentation shall, at minimum, include the following:

- 2.3.1 For each training session or program, the date, type and location of service;
- 2.3.2 The number of attendees for each training session or program;
- 2.3.3 The number and zip codes of Parish residents that attend each training session or program, and the sign-in sheet for said training session(s) or program(s);
- 2.3.4 The number of people that are accessing NAMI's mental health resource directory;
- 2.3.5 The number of people referred to NAMI services and resources by NAMI staff; and
- 2.3.6 A completed Monthly Reporting Form (see Exhibit "A" attached hereto) to be submitted with each request for payment, including a statement that no other compensation was received for the services charged to Parish.

5. Section 2.4 of the Original CEA is amended to read as follows:

2.4 **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 NAMI that are related to this Agreement.

2.4.1 LSA R.S. 24:513(A)(1)(b)(iv) defines 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 . . ."

2.4.2 In accordance with LSA R.S. 24:513(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.”

2.4.3 Pursuant to LSA R.S. 24:513(J)(1)(c), *et seq.*, 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>\$75,000.00 or less</b>	<b>Not required to have an audit but must file a certification with the legislative auditor indicating it received \$75,000.00 or less in funds for the fiscal year.</b>
<b>More than \$75,000.00 but less than \$200,000.00</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>\$200,000.00 or more but less than \$500,000.00</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>\$500,000.00 or more</b>	<b>Shall obtain an annual audit.</b>

Non-Federal entities that expend seven-hundred and fifty-thousand (\$750,000.00) 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.

6. Section 2.6 of the Original CEA is amended to read as follows:

2.6 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 either party's performance herein, whether such claims are made by way of indemnity, contribution, subrogation or otherwise.

7. Section 3 of the Original CEA is amended to read as follows:

**3. OBLIGATIONS OF PARISH**

3.1 Parish agrees to contribute funds in the maximum amount of sixty thousand (\$60,000.00) Dollars payable upon approved documentation submitted monthly in furtherance of the above-referenced initiatives. NAMI shall submit a monthly report containing all information and documentation referenced in Section 2.3 of this Agreement, and request for payment. NAMI must provide evidence of services rendered as referenced in Section 2.3. The foregoing shall be submitted to Parish's Department of Health and Human Services and approved by Parish before payment will be made. Payment will be made only from approved documentation, in Parish's reasonable discretion. 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 The following rates and costs are eligible for payment under this Agreement:

3.2.1 NAMI shall receive thirty (\$30.00) Dollars per Parish resident in attendance at each Family support group or Mental Health support group;

3.2.2 NAMI shall receive eight (\$8.00) Dollars per Parish resident in attendance at each Community Education event;

3.2.3 NAMI shall receive nine-hundred ninety three and 67/100 (\$993.67) Dollars per month to provide education, information and referral services concerning mental health awareness; and

3.2.4 NAMI shall receive forty-two (\$42.00) Dollars per Parish resident in attendance at its Basics Program course, Family-to-Family course and Peer-to-Peer course.

**3.3 Process and Outcome Monitoring.** Process monitoring will focus on program implementation and operation. Monitoring will be conducted twice during the program funding term.

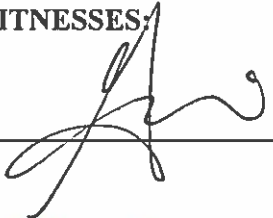
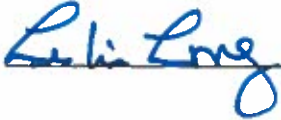
8. Section 4.1 of the Original CEA is amended and restated so that the Term of the Original CEA is extended for one (1) additional calendar year, with said Term beginning on January 1, 2016 and having a new expiration date of December 31, 2016. The aforementioned Term may be renewed, in the Parish's 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.
9. 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), *et seq.*) in carrying out the provisions of this Agreement.
10. This Agreement supersedes the Original CEA only where there exists any conflict. This Agreement controls any conflicts of any terms or conditions. Except as amended hereby, the Original CEA remains unmodified and in full force and effect.
11. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original CEA.

(Signature Page to follow.)

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 24<sup>th</sup> day of March, 2016 in the presence of the undersigned witnesses.

WITNESSES:

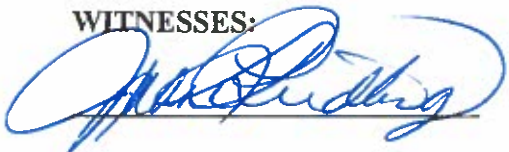

  
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ST. TAMMANY PARISH GOVERNMENT

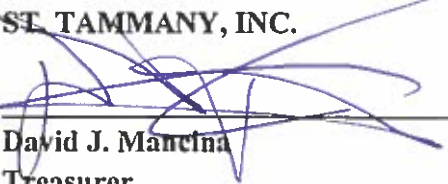
BY:   
\_\_\_\_\_  
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED on the 16<sup>th</sup> day of April, 2016 in the presence of the undersigned witnesses.

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

NAMI ST. TAMMANY, INC.

BY:   
\_\_\_\_\_  
David J. Mancina  
Treasurer

# Exhibit "A" Monthly Client Reporting Form



## NAMI St. Tammany 2016 - Education and Behavioral Health Client Reporting Form

Program Name: Education and Behavioral Health Program

MONTH: \_\_\_\_\_

MM/YYYY

Unduplicated number of STP residence in attendees	Total number in Attendance	Type of Class/Group/Program Attended	Date of Training/Group	Monthly Educational Programs held	Total
		10 Wk Peer-to-Peer		Peer-to-Peer	
		10 Wk Peer-to-Peer		Family-to-Family	
		6 Wk Basic Parent Education		Basic Parenting	
		6 Wk Basic Parent Education		Total	
				<b>Individuals attending Educational programs</b>	
				Peer-to-Peer	Total
				Family-to-Family	
				Basic Parenting	
				Total all programs:	
				Total unduplicated STP Clients for all programs	
				<b>Support Groups Held</b>	
				Family Support group	
				Mental Health groups	
				Other	
				Total	
				<b>Individuals attending Support Groups</b>	
				Family Support group	
				Mental Health groups	
				Other	
				Total	
				Total unduplicated STP Clients for all groups	
				<b>Resources</b>	
				Request for consult	
				Resource directory	
				Total	
				<b>Program Amount</b>	
				Education @ \$42 ea	
				Groups @ \$30 ea	
				Community Edu. @ \$8	
				Resource/Referral	\$993.67
				Total Due	

ED Signature attesting that all information is true and correct and documentation is being maintained to verify this information. \_\_\_\_\_

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