

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH GOVERNMENT, 22ND JUDICIAL DISTRICT COURT
AND NAMI ST. TAMMANY, INC.
(Case Manager – Behavioral Health Court)**

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, 1-06, 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

THE 22ND JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. TAMMANY, a political subdivision of the State of Louisiana, whose mailing address is 701 North Columbia Street, Covington, Louisiana 70433, herein appearing by and through the Honorable Allison Penzato, Chief Judge, 22nd Judicial District Court for the Parish of St. Tammany (hereinafter referred to as “the 22nd JDC”); 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 acknowledges an over-representation of persons suffering from mental illness in the criminal justice system; and

WHEREAS, the 22nd JDC is willing to enhance and expand upon the mental health services offered to needy individuals who come before the court; and

WHEREAS, the Parish and 22nd JDC have previously established a Behavioral Health Court to serve as an alternative to incarceration for nonviolent, less-serious offenders suffering from mental illness and/or substance abuse; and

WHEREAS, the Parish is willing to fund a Behavioral Health Court case manager (the “Case Manager”) to provide mental health and/or substance abuse case management services to needy individuals who come before the bench; and

WHEREAS, NAMI is a not-for-profit tax exempt corporation which is qualified to administer the services of a Case Manager to the 22nd JDC’s Behavioral Health Court; and

WHEREAS, the 22nd JDC is willing to work with a Case Manager to provide mental health case management services to needy individuals who come before the court.

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 for this Agreement is the provision of mental/behavioral health services to needy citizens of St. Tammany Parish charged with non-violent, less-serious offenses. 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 22ND JDC.**
 - 2.1 **Participation.** The 22nd JDC agrees to allow NAMI's Case Manager to participate in the activities of the Behavioral Health Court.

 - 2.2 **Monitoring.** The 22nd JDC shall monitor the program activities of the Case Manager for compliance.

3. **OBLIGATIONS OF NAMI.**
 - 3.1 **Case Manager.** NAMI shall use Parish's funding to provide a full-time Case Manager to the Behavioral Health Court through the Term (as defined below) of this Agreement. NAMI shall manage the activities of the Case Manager, as provided in this Agreement, for the 22nd JDC's Behavioral Health Court.

 - 3.2 **Goals.** NAMI will provide case management services for up to thirty (30) individuals participating in the Behavioral Health Court per calendar year. The overall goal is to increase compliance with the guidelines set by the 22nd JDC and monitored by NAMI's Case Manager as the participants progress through each phase of the Behavioral Health Court.

 - 3.3 **Information Sharing.** NAMI shall ensure the Case Manager provides information to the 22nd JDC of matters concerning client monitoring and to the treatment providers regarding Court's recommendations.

 - 3.4 **Qualifications.** The Case Manager must have a bachelor's degree in social work, counseling, psychology or education with professional level experience in the areas of substance abuse treatment. Additional qualifications for the Case Manager require:

- 3.4.1 Knowledge of interviewing techniques;
 - 3.4.2 Knowledge of investigative and fact gathering techniques;
 - 3.4.3 Knowledge of substance abuse related problems in an individual;
 - 3.4.4 Knowledge of various state and local social service agencies and treatment facilities providing mental, health, vocational and legal services to drug court clients;
 - 3.4.5 Ability to express ideas clearly and concisely, orally and in writing to groups and individuals;
 - 3.4.6 Ability to establish and maintain effective working relationships with other employees and the general public;
 - 3.4.7 Ability to deal firmly, tactfully and impartially with people encountered in the course of the work;
 - 3.4.8 Ability to make reasonable and objective decisions and recommendations; and
 - 3.4.9 Ability to operate modern office equipment, such as a multi-line telephone, copier, computer and related peripherals.
- 3.5 Specific Responsibilities. NAMI, through the Case Manager, is generally responsible for providing assessment and case management services to assigned clients with substance abuse and other co-occurring behavioral health issues, including individual client contact, linkage/service coordination, milieu management, support counseling activities, keep records and maintain effective documentation. NAMI agrees that the Case Manager's specific responsibilities are to:
- 3.5.1 Conduct all intensive case management services on assigned clients;
 - 3.5.2 Collect, analyze, evaluate, and report information regarding client program participation obtained during the course of the case management, and report the information to the court and the treatment providers;
 - 3.5.3 Maintain DCCM¹ database and complete required reporting to the Program Director, treatment providers and judge, and other supporting agencies as dictated by grant provisions;

¹ "DCCM" is the drug court case management program owned by the Louisiana Supreme Court.

- 3.5.4 Supervise and evaluate the behavior of the clients to insure compliance with release conditions and public safety;
- 3.5.5 Maintain case records as required by the courts, treatment providers, and the case management office, including but not limited to documenting all aspects of the individual client case, from client behavior and significant events, to program policies and procedures, and document client behavior and significant events to existing policies and procedures;
- 3.5.6 Assist with drug screening as necessary;
- 3.5.7 Prepare and participate in status hearings on a weekly basis;
- 3.5.8 Inform the judge, district attorney's office, defense counsel, and probation officers of any violations of pre-trial release conditions, release condition supervision, and monitoring or diversion conditions, including arrests of persons released to the custody or supervision of providers of case management services and any danger that the client poses to a person or the community;
- 3.5.9 Make recommendations for appropriate modifications of release conditions;
- 3.5.10 Maintain communication with the Prison Assessment Coordinators and assist in all intake services in the Behavioral Health Court program;
- 3.5.11 Assist clients to secure employment and medical, legal, and social services;
- 3.5.12 Cooperate with programs in other jurisdictions to perform related services as requested;
- 3.5.13 Participate in and contribute to ongoing training programs; remain informed of new developments in the integrated behavioral health field any apply new case management client interaction techniques, processes and services as appropriate;
- 3.5.14 Make public presentations concerning services and cooperate with community agencies and activities as a representative of the Behavioral Health Court;
- 3.5.15 Report all hazardous incidents encountered to the courts, district attorney's office, defense counsel, probation officers, and the administrative office of the court;
- 3.5.16 Attend weekly client staffing at assigned behavioral health clinic; and
- 3.5.17 Perform all other duties as assigned.

- 3.6 Compliance.** NAMI shall comply with all applicable governmental laws, rules, regulations, licensing and requirements. NAMI warrants that it is qualified to perform the intended purposes of this Agreement.
- 3.7 Training.** NAMI shall ensure that its Case Manager is, at all times, educated and trained to perform the services provided in this Agreement.
- 3.8 Beneficiary/Statistical Data for Reporting.** NAMI shall provide reporting on a monthly basis as support documentation for reimbursement. Each individual participating in the Behavioral Health Court will be issued an identification number, which will be unique to the individual. NAMI shall provide the client number; number of clients in the program; number of new clients; client status (new, continuing or discharged) from the program; the client's zip code; whether or not the client is a resident of St. Tammany Parish; and number of clients reentering the Behavioral Health Court within one (1) year of previous discharge from the Behavioral Health Court. When a client is discharged, NAMI shall provide the reason. This information shall be reported on the Client Reporting Form attached as Exhibit "A" and shall also include a statement that no other compensation was received for the services being charged to Parish.
- 3.9 Reimbursement.** NAMI will provide documentation of all monies spent for the Case Manager and request reimbursement from Parish, in the form required by Parish's Department of Finance. All requests for reimbursement must be submitted timely, supported by adequate documentation (i.e.: invoices, cancelled checks and/or other supporting documents required by Parish) and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.
- 3.10 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.
- 3.10.1** 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, 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.

3.10.2 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.

3.11 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.

3.11.1 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.”

3.11.2 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.”

3.11.3 Pursuant to LSA R.S. 24:513(J)(1)(c), the financial statements of NAMI 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 \$50,000 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	Shall obtain an annual review of its

\$500,000	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 \$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.

4. **OBLIGATIONS OF ST. TAMMANY PARISH**

4.1 **Reimbursement.** Parish will fund this project in the maximum amount of fifty thousand and no/100 (\$50,000.00) dollars for the Term. Costs eligible for reimbursement under this Agreement are limited to salary, employment taxes, mileage, cell phone, supplies and 8% administrative fees. Eligible reimbursements are those directly attributable to the Case Manager and administrative fees necessary for project activities. Additional compensation (bonuses, incentives, etc.) cannot be paid from this funding. Monthly invoices shall have supporting documentation attached evidencing costs, proofs of payment and, along with supporting measure/deliverable reports, shall be submitted to Parish's Department of Health and Human Services and approved by Parish before reimbursement will be made. Reimbursement will be made only from approved documentation, in Parish's reasonable discretion.

4.1.1 **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.

4.2 Process and Outcome Monitoring. Process monitoring will focus on program implementation and operations. Monitoring will be conducted twice during the program funding term.

5. TERMINATION AND BINDING NATURE

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

6. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

6.1 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.

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 6.8 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.
- 6.9 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.
- 6.10 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.

6.11 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.

7. **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.

8. **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.

9. **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 22nd Judicial District Court
Rachel Edelman, Court Administrator
22nd Judicial District Court for the Parish of St. Tammany
701 North Columbia Street, Room 3210
Covington, LA 70433

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

(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 January 19, 2014 in the presence of the undersigned witnesses.

WITNESSES:
Amy Measorde
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 _____, 201__ in the presence of the undersigned witnesses.

WITNESSES:

22ND JUDICIAL DISTRICT COURT
FOR THE PARISH OF ST. TAMMANY
BY: _____
Allison Penzato
Chief Judge

THUS DONE AND SIGNED on December 30, 2015 in the presence of the undersigned witnesses.

WITNESSES:
Paul Bruno
Paul Bruno

NAMI ST. TAMMANY, INC.
BY: David J. Mancina
David J. Mancina, Treasurer

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 January 19, 2014 in the presence of the undersigned witnesses.

WITNESSES:

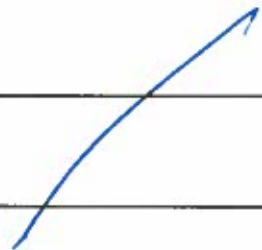
Amy M Labadie
Amy M Labadie
Laurene Ojeda
Laurene Ojeda

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:



22ND JUDICIAL DISTRICT COURT
FOR THE PARISH OF ST. TAMMANY

BY: Allison Penzato
Allison Penzato
Chief Judge

THUS DONE AND SIGNED on _____, 201____ in the presence of the undersigned witnesses.

WITNESSES:

NAMI ST. TAMMANY, INC.

BY: _____
David J. Mancina, Treasurer

Exhibit "A"



NAMI 2015 - The 22nd Judicial District Behavioral Health Court Program Client Reporting Form

Program Name: Behavioral Health Court Program

MM/YYYY

	New STP Client or Existing	Client #	Client Zip Code	STP Resident Y/N	Client Status	Reason for Discharge
1	New			YES	Continued service	Needed a Lower Level of Care
2	Existing			NO	New to program	Noncompliant
3					Discharged	New Charges
4						Transferred to Drug Court
5						Needed a Lower Level of Care
6						Probation Transfer
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						

Goal - Maintain 25 clients per month	Total
# of Clients for the Month	
# of Clients Dismissed	
Client Monthly Total	0

Total Program Expenses	
Salary/Fees	
Materials/Supplies	
Administrative/Indirect	
** Total	\$0.00

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