

AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(Suicide Prevention)

This Amendment to Cooperative Endeavor Agreement (the “Amended CEA” or “Amended 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, Parish President, duly authorized (hereinafter referred to as “Parish”); and

THE ST. TAMMANY OUTREACH FOR THE PREVENTION OF SUICIDE, INC., a Louisiana non-profit corporation whose mailing address is 427 N. Theard Street, PMB #500, Covington, LA 70433, herein represented by its Coordinator, Lynette Savoie, duly authorized (hereinafter referred to as “STOPS”); and

WHEREAS, effective as of April 13, 2015, Parish and STOPS entered into that Cooperative Endeavor Agreement (the “Original CEA”), wherein the Parish agreed to provide funding for STOPS’ mental health counseling services to qualified individuals;

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

AND NOW THEREFORE the parties desire to enter into this Amended Agreement to state each party’s obligations more fully herein and to amend, restate and/or add the following provisions. This Amended 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 Amended Agreement as if fully rewritten and restated herein.
2. The Original CEA is amended to add new Sections 4.5 and 5.9, 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.

5.9 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 STOPS pursuant to this Agreement are as follows:

2.1.1 Participate in a minimum of ten (10) community outreach events per calendar year for the purpose of reducing the number of suicides among Parish citizenry through increasing community awareness of available educational and support-related programs and resources. Examples of such events include, but are not limited to, Health Fairs, Community Wellness Fairs and Group Meetings.

2.1.2 Provide "ASIST" training sessions for a minimum of forty (40) persons in attendance per calendar year. "ASIST" means the "Applied Suicide Intervention Skills Training" program established by Living Works International. Each session shall consist of a two (2) day seminar to educate community members to recognize signs of persons at risk for suicide and to perform an intervention, if necessary.

2.1.3 Provide "safeTALK" training sessions for a minimum of twenty (20) persons in attendance per calendar year. "[S]afeTALK" means the "Suicide Alertness for Everyone" program. Each session shall consist of approximately a one-half (1/2) day seminar designed to educate community members to become a suicide-alert helper to recognize signs of persons at risk for suicide and to connect them with life-saving intervention resources.

2.1.4 Provide "SOS" sessions for a minimum of one-hundred (100) persons in attendance per calendar year. "SOS" means "Survivors of Suicide Support Group." Each session shall consist of approximately a one (1) hour peer support group seminar designed to give support to those affected by the loss of a loved one to suicide

an help them process and grieve in a safe environment with others experiencing a suicide loss.

2.1.5 Dispatch the Local Outreach to Survivors of Suicide (LOSS) team, as needed, for a minimum of fifty five (55) persons per calendar year for the purpose of aiding families cope with and navigate the immediate aftermath of suicide.

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

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

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

2.4 **Beneficiary/Statistical Data for Reporting.** STOPS shall provide reporting and support documentation on the fifteenth day of the month following the end of each calendar quarter. A sign-in sheet will be required per training event as support for each request for payment. This supporting documentation shall, at minimum, include the following information:

2.4.1 Date of event;

2.4.2 Event facilitator;

2.4.3 For trainings, the number of attendees and copies of sign in sheets with zip code, statement of residency and type of training, all signed by the facilitator;

2.4.4 For support groups, the number of attendees, their zip codes and statements of residency, all signed by the facilitator;

2.4.5. An approximate number of people reached through STOPS' Community Outreach programs; and

2.4.5 Completed Monthly Reporting Form (see Exhibit "A" attached hereto), to be submitted with quarterly request for payment.

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

2.6 **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 STOPS that are related to this Agreement.

- 2.6.1 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”
- 2.6.2 In accordance with LSA R.S. 24:513(H)(2)(a), STOPS “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.”
- 2.6.3 Pursuant to LSA R.S. 24:513(J)(1)(c), *et seq.*, the financial statements of STOPS shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$75,000.00 or less	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.
More than \$75,000.00 but less than \$200,000.00	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.
\$200,000.00 or more but less than \$500,000.00	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.
\$500,000.00 or more	Shall obtain an annual audit.

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.

7. Section 2.7 of the Original CEA is amended to read as follows:

2.7 **Insurance.** STOPS 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.

- i. 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: (1) Commercial General Liability policy covering claims for injury or damage as a result performance of any service pursuant to this Agreement. The liability policy shall have a minimum aggregate limit of One Million Dollars (\$1,000,000.00), and shall name the Parish as an additional insured, for the limited purposes of this Agreement; and (2) Professional Liability Insurance policy covering any and all malpractice claims that may be made or asserted in connection with the services provided by STOPS, its officers, members, agents, employees, counselors, volunteers, contractors and/or subcontractors, pursuant to this Agreement. The professional liability policy shall have a minimum per claim limit of One Million Dollars (\$1,000,000.00). STOPS shall present to the Parish on or before the commencement of this Agreement, receipts and evidence of said insurance coverages. St. Tammany Parish Government reserves the right to review and approve all insurance coverages.

ii. STOPS 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. STOPS 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.

8. Section 2.8 of the Original CEA is amended to read as follows:

2.8 STOPS 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.

9. 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 Twenty Five Thousand (\$25,000.00) Dollars payable upon approved documentation submitted quarterly in furtherance of the above-referenced initiatives. STOPS shall submit a quarterly report including evidence of services rendered, proof of payment therefore and a request for payment including detailed documentation supporting each charge as set forth in this agreement. Payments will be made only upon approved funding requests. 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 STOPS.

3.2 The following rates and costs are eligible for payment under this Agreement:

3.2.1 Suicide Community Awareness Services shall receive five hundred (\$500.00) Dollars per event;

3.2.2 ASIST shall receive one hundred and forty (\$140.00) Dollars per person, per training attended;

3.2.3 SafeTALK shall receive sixty (\$60.00) Dollars per person, per session attended;

3.2.4 SOS shall receive seventy (\$70.00) Dollars per person, per session attended;

3.2.5 STOPS shall receive ninety (\$90.00) Dollars per person encountered when the LOSS team is dispatched.

3.3. **Process and Outcome Monitoring.** Process monitoring will focus on programs implementation and operations, and will include, but not be limited to, review of the information provided to Parish as set forth in Sections 2.4, 2.5 and 2.6. Monitoring will be conducted twice during the program funding term.

10. 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, with said Term beginning on January 1, 2016 and ending on 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.

11. 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.

12. This Amended Agreement supersedes the Original CEA only where there exists any conflict. This Amended Agreement controls any conflicts of any terms or conditions. Except as amended hereby, the Original CEA remains unmodified and in full force and effect.

13. 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 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 31st 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 28th day of March, 2016 in the presence of the undersigned witnesses.

WITNESSES:





ST. TAMMANY OUTREACH FOR
THE PREVENTION OF SUICIDE, INC.

BY: 
LYNETTE SAVOIE
COORDINATOR

