

**AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT**  
(Emergency Wellness Program)

This Amendment to Cooperative Endeavor Agreement (the “Amended Agreement”) is made and entered into effective as of the date of full execution, by and between 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

**ST. LUKE THE EVANGELIST ROMAN CATHOLIC CHURCH, SLIDELL, LOUISIANA, INC. d/b/a/ Good Samaritan Ministry**, a non-profit corporation of the State of Louisiana, whose mailing address is 910 Cross Gates Boulevard, Slidell, Louisiana 70461, represented by and through Father Patrick Wattigny, its Pastor and by John L. Eckholdt, Director – The Roman Catholic Church of the Archdiocese of New Orleans, Inc., duly authorized (hereinafter referred to as “St. Luke”).

**WHEREAS**, effective as of January 1, 2015, Parish and St. Luke entered into that Cooperative Endeavor Agreement (the “Original CEA”), wherein the Parish agreed to provide funding for St. Luke’s Good Samaritan Ministry; and

**WHEREAS**, the parties have identified a need to amend the Original CEA to extend the Term and provide St. Luke with necessary funding to operate its Good Samaritan Ministry and serve the citizens of St. Tammany Parish.

**NOW THEREFORE** the parties enter into this Amended Agreement in order 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 2.1.3.4, 2.7, 2.8 and 5.11, as follows:
  - 2.1.3.4 Data setting forth the approximate percentage of individuals and families receiving assistance from St. Luke in the most current reimbursement period that have also

received assistance from St. Luke, of any kind contemplated under this Agreement, in the preceding six (6) month period.

2.7 While in the performance of services or carrying out obligations herein, St. Luke 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 St. Luke arising from the performance of its services under this Agreement. St. Luke 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, Division of Administration auditors and/or St. Tammany Parish auditors shall have the option of auditing all accounts of St. Luke that are related to this Agreement.

2.8.1. 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 . . . .”

2.8.2. In accordance with LSA R.S. 24:513(H)(2)(a), St. Luke “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), *et seq.*, the financial statements of St. Luke 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

	<b>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 seven-hundred and fifty-thousand (\$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.

5.11 The parties recognize that circumstances may necessitate staffing changes, which may be implemented at the discretion of St. Luke as long as the services described in this Agreement are not adversely affected.

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

2.3 Satisfactory performance under this Agreement shall be measured by:

2.3.1 **Emergency Food Pantry Expenditures:** St Luke anticipates servicing over 800 individuals and approximately 30,600 pounds (lbs.) of food from its emergency food pantry during 2016. Pursuant to this Agreement, St. Luke will use approximately a One Thousand and No/100 (\$1,000.00) Dollar per month stipend to supplement the distribution of emergency food and personal hygiene items to eighty (80) individuals monthly.

2.3.2 **Emergency Wellness Services:** St Luke anticipates providing 1000 instances of emergency utility and rental assistance and over 100 medical related wellness services (dental, optical, pharmaceutical and medical bills) during 2016. Pursuant to this Agreement, at an average of \$200/case each, St. Luke will use a Four Thousand and No/100 (\$4,000.00) Dollar per month stipend to

supplement the emergency wellness service for assisting approximately twenty (20) cases monthly.

4. Section 3.1 of the Original CEA is amended to add the sum of Sixty Thousand and No/100 (\$60,000.00) Dollars as the maximum amount to be invoiced by St. Luke 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, 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.
6. 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.
7. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original CEA.

**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.

(Signature Page Follows.)

THUS DONE AND SIGNED effective as of February 1<sup>st</sup>, 2016 in the presence of the undersigned witnesses.

WITNESSES:

*Suzanne Langant*

*Melissa...*

ST. TAMMANY PARISH GOVERNMENT

BY: *Patricia P. Brister*  
Patricia P. Brister  
Parish President

THUS DONE AND SIGNED effective as of \_\_\_\_\_, 2016 in the presence of the undersigned witnesses.

WITNESSES:

*Susan Proton*

\_\_\_\_\_

ST. LUKE THE EVANGELIST ROMAN CATHOLIC CHURCH, SLIDELL, LOUISIANA d/b/a Good Samaritan Ministry

BY: *Rev Patrick Wattigny*  
Father Patrick Wattigny, Pastor

BY: *John L. Eckholdt*  
John L. Eckholdt, Director  
The Roman Catholic Church of the Archdiocese of New Orleans, Inc.

## Exhibit "A" Client Monthly Reporting Form



### The Good Samaritan Ministry 2016 Emergency Wellness Program Client Reporting Form

Program Name:		Emergency Wellness							MONTH		
Client #	Client Zip Code	STP Resident Y/N	Income Level	Family Size	Cost	Check Number	Service Received	Services Provided	People Served	Monthly Goal	
1											
2								Food Pantry		80	
3								Emergency Wellness (Utilities/ Dental/Optical, Medical & Ast)		20	
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
<b>TOTALS=</b>					0		\$0.00				

  

REPORT TOTALS	
<b>Expenses</b>	
ER Food Pantry	
ER Wellness Svc	
<b>**Total</b>	\$0.00

  

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

Income	
Moderate	
Low	
Extremely Low	
Total	0

  

Monthly - Total STP Clients Served:	
YTD - Total STP Clients Served:	

1/21/2016