

AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT
(Dental Services)

This Amendment to Cooperative Endeavor Agreement (the "Amended Agreement") is made and entered into on the dates set forth herein below 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

NORTHSHORE FOOD BANK, INC. formerly known as **THE FOOD BANK OF COVINGTON, LA, INC.**, a Louisiana non-profit corporation whose mailing address is 840 North Columbia Street, Covington, LA 70433, herein represented by its Executive Director, Terri Turner-Marse (also hereinafter referred to as "Food Bank").

WHEREAS, effective as of January 1, 2015, as amended by the Amendment to Cooperative Endeavor Agreement dated effective January 1, 2016, Parish and The Food Bank of Covington, LA, Inc. entered into that Cooperative Endeavor Agreement (the "Original CEA") wherein the Parish agreed to provide funding for The Food Bank of Covington, LA, Inc.'s "Food Bank Dental Clinic," providing comprehensive dental services to qualified low-income individuals;

WHEREAS, effective January 1, 2017, The Food Bank of Covington, LA, Inc. has changed its corporate name to Northshore Food Bank, Inc., as evidenced pursuant to a Certificate of Amendment to the entity's Articles of Incorporation filed by said entity with the Louisiana Secretary of State; and

WHEREAS, Northshore Food Bank, Inc., desires to assume the rights and obligations as agreed to by The Food Bank of Covington, LA, Inc. pursuant to the Original CEA, and as thereafter amended; and

WHEREAS, the parties have identified a need to amend the Original CEA to recognize and acknowledge the name change of Food Bank, to extend the Term and to provide the Food Bank with necessary funding to operate its food bank and serve the citizens of St. Tammany Parish.

AND NOW THEREFORE, the parties desire to enter into this Amended Agreement to state each parties' 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, restate or add certain provisions to that Agreement:

1. The foregoing recitals are hereby incorporated into the body of this Amended Agreement as if fully rewritten and restated herein.
2. "Food Bank," as used and referenced in the Original CEA, and as thereafter amended, shall refer to Northshore Food Bank, Inc. (only) for all intents and purposes therein.
3. The parties hereby acknowledge the change in the corporate name of The Food Bank of Covington, LA, Inc. to Northshore Food Bank, Inc. All references to The Food Bank of Covington, LA, Inc. are hereby changed to Northshore Food Bank, Inc. Moreover, it is agreed and acknowledged that all rights and obligations of The Food Bank of Covington, LA, Inc. pursuant to the Original CEA, and as thereafter amended, shall be assumed and performed by and in the name of Northshore Food Bank, Inc. Within ____ days of execution of this Amended Agreement, Northshore Food Bank, Inc. shall provide to Parish evidence of all insurance coverages as required in Section 2.8 of the Original CEA.
4. Section 2.6 of the Original CEA is amended and restated to provide that the sole expense eligible for funding under this Agreement is dentist salary, and further that the maximum funding for said expense pursuant to this Agreement is Thirty Five Thousand and No/100 (\$35,000.00) Dollars for the 2017 calendar year. Said funding itemization may be modified upon written request and approval by Parish, in Parish's sole discretion.
5. Section 3.1 of the Original CEA is amended to add the sum of Thirty Five Thousand and No/100 (\$35,000.00) Dollars as the maximum amount to be invoiced by Food Bank to Parish for the 2017 calendar year.
6. 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, 2017 and ending on December 31, 2017. 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.
7. Section 8 of the Original CEA is amended and restated, in pertinent part, to provide that any notices to Food Bank pursuant to the Original Agreement shall be transmitted as follows:

If to Food Bank:

Terri Turner-Marse, Executive Director
Northshore Food Bank, Inc.
840 North Columbia Street
Covington, LA 70433

8. Exhibit "A" to the Original Agreement is hereby replaced with the new Exhibit "A," attached hereto and made a part hereof.
9. 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.
10. Except as otherwise set forth in this Amended Agreement, 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 on the 2nd day of February, 2017 in the presence of the undersigned witnesses.

WITNESSES:
Anne Morrison
Amy Melendez

ST. TAMMANY PARISH GOVERNMENT
BY: Patricia P. Brister
PATRICIA P. BRISTER
PARISH PRESIDENT

THUS DONE AND SIGNED on the 30th day of January, 2017 in the presence of the undersigned witnesses.

WITNESSES:
[Signature]
JM Omer

NORTHSHORE FOOD BANK, INC.
BY: TERRI TURNER-MARSE
TERRI TURNER-MARSE
EXECUTIVE DIRECTOR

Exhibit "A"

Monthly Client Reporting Form



Northshore Food Bank, Inc.
2017 (Dental Services)
Client Reporting Form

Program Name: Northshore Food Bank, Inc. (Dental Services)

Month: MM/YY

Chart Number	Client Zip Code	STP Resident Y/N	Date of Service (mm/dd/yy)	Income Level	Initial or Repeat Visit	Service
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						

Monthly Report	
TOTAL PATIENTS SEEN	
TOTAL Unduplicated STP Patients (Monthly and to date)	

Services Provided	Total
Primary Care:	
Emergency Care:	
Total Services:	0

Dental Expenses	Total
Dentist (Salary)	
Total	0

Eligibility/Income	Total
Moderate	
Low	
Extremely Low	
Total	0