

**COVID-19 “SAFE TO RETURN” EMPLOYER SOLUTIONS
MASTER SERVICES AGREEMENT**

This COVID-19 “Safe to Return” Employer Solutions Master Services Agreement (“Agreement”) is made effective as of June 4, 2020 (the “Effective Date”) by and between Ochsner Clinic Foundation, a Louisiana not for profit corporation, with its principal place of business at 1514 Jefferson Highway, New Orleans, Louisiana 70121 (“Ochsner”), and St. John the Baptist Parish Council with its principal place of business at 1811 W. Airline Hwy LaPlace LA 70068 (“Employer”) Each of Ochsner and Employer may be individually referred to herein as a “party” and collectively as the “parties”

RECITALS

WHEREAS, Ochsner has created and offers a “Safe to Return” Employer Solutions Program in response to the recent COVID-19 pandemic crisis that provides employers onsite screening and testing, urgent care priority testing, access to personal protective equipment¹, in-house educational services and other similar and related services to businesses in the community (the “Program”); and

WHEREAS, Employer wishes to participate in Ochsner’s Program and receive certain services offered by Ochsner, and Ochsner desires to provide such services to Employer in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, Ochsner and Employer agree as follows

DEFINITIONS

1 1 “Participant” means any individual designated by Employer to receive Program Services pursuant to the terms of this Agreement

1 2 “Program Services” means those services provided by Ochsner to Employer and/or Participants pursuant to an executed Statement of Work(s), a form of which is attached hereto as Exhibit A and made apart hereof. Exhibit A may be amended or modified by Ochsner from time to time, in its sole discretion.

2 **PROGRAM SERVICES** Ochsner will provide the Program Services to Participants as set forth and identified in an individual Statement of Work (“SOW”) as mutually agreed upon and executed pursuant hereto. An Ochsner representative will contact Employer’s human resources department prior to providing Program Services to coordinate the administration of Program Services, including the dates and location as set forth in each SOW and/or as mutually agreed upon by the parties prior to the date Program Services are to be provided.

2 1 The parties acknowledge and agree that the Program Services were designed primarily for use by Employer with respect to Employer’s workforce, including Employer’s employees and independent contractors. Notwithstanding the foregoing, it is acknowledged that certain Program Services may be obtained by non-workforce individuals of Employer (e.g., a business’s customers or a university’s students). As a result, Employer acknowledges and agrees that the federal and/or state laws applicable to the provision of certain Program Services may differ between Employer’s workforce and non-workforce Participants, including, but not limited to, how certain Program Services must be performed, documented, and/or billed and whether the results of certain Program Services can be shared by Ochsner with Employer. Accordingly, Employer acknowledges and agrees that nothing contained herein shall require Ochsner to violate any federal and/or state law in the performance of its obligations hereunder. Additionally, Employer agrees to cooperate with Ochsner in establishing any operational protocols necessary to assist Ochsner in complying with its legal obligations with respect to the provision of the Program Services.

¹ (NOTE: Ochsner’s ability to provide Employer access to PPE shall be subject to Ochsner’s determination and ability that Ochsner has sufficient PPI available for purchase by Employer. As a result, Employer’s ability to access PPI for purchase may fluctuate.)

- 3 **FEES; EXPENSES; PAYMENT.** In exchange for the Program Services provided by Ochsner to Employer and the Participants, Employer shall pay Ochsner the applicable fees and expenses as set forth and detailed in any SOW executed pursuant hereto, and as specified in any quote or invoice provided by Ochsner to Employer, in U.S. dollars Ochsner will forward invoices to Employer for the Program Services provided to Employer and/or Participants, which invoices will identify all Program Services provided, and Employer shall pay all fees and expenses owed to Ochsner within thirty (30) days of the date of Ochsner's invoice. All fees are exclusive of any and all sales, use, or other taxes or charges. Customer shall pay upon receipt of an invoice from Employer all such taxes or charges levied or imposed on Employer, resulting from this Agreement or any part thereof
- 4 **TERM; TERMINATION.** This Agreement shall be for a term of one (1) year, beginning on the Effective Date (the "Initial Term") Thereafter, this Agreement shall renew automatically for additional terms of one (1) year each (a "Renewal Term"; the Initial Term together with any Renewal Term may be referred to as the "Term") Either party may terminate this Agreement (i) without cause at any time by providing thirty (30) days prior written notice to the other party; or (ii) with cause if the other party materially breaches its obligations set forth in this Agreement and such breach continues for ten (10) business days after receipt by the breaching party of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, this Agreement may not terminate with respect to a particular SOW while such SOW is in effect.
- 5 **SOW TERM; SOW TERMINATION.** Each SOW will specify the dates on which it begins and expires. Such SOW will remain in effect for the duration of the term stated therein, unless a party terminates that SOW according to that SOW's termination provisions or pursuant to this Agreement Either party may terminate a SOW at any time, with or without cause, by providing thirty (30) days prior written notice to the other party
- 6 **INDEPENDENT CONTRACTOR STATUS.** It is specifically understood and agreed that the relationship between Ochsner and Employer is, and shall be considered at all times, one of independent contractor. Nothing herein shall be construed to create a joint venture, partnership, agency, or similar relationship between Ochsner and Employer, and neither Ochsner nor Employer shall have the power to act for or bind the other Neither Employer nor any employee or independent contractor of Employer shall be deemed an employee of Ochsner, and neither Ochsner nor any employee or independent contractor of Ochsner shall be deemed an employee of Employer. Each party shall have the sole responsibility to compensate its own employees. Ochsner and Employer hereby each agree to defend, indemnify and hold the other harmless from any and all claims, costs and/or liability suffered or incurred by a party in connection with any claims for compensation by the other party's employees or independent contractors related to Program Services rendered hereunder, including, but not limited to, any violation of any law or regulation related to health information or privacy. The indemnification obligations set forth herein shall survive expiration or other termination of this Agreement
- 7 **STATUTORY EMPLOYER.** For purposes of Louisiana's Workers Compensation Act, Ochsner and Employer agree that the Program Services performed by Ochsner and its employees, agents, representatives, and/or subcontractors pursuant to this Agreement are an integral part of and are essential to the ability of Employer to generate Employer's goods, products, and services and that the Program Services shall be considered a part of Employer's trade, business, and occupation for purposes of La. R.S. 23:1061 Ochsner and Employer further agree that Employer is the statutory employer of Ochsner's employees performing the Program Services for purposes of La. R.S. 23:1061 and La. R.S. 23:1031 only. As such, Ochsner and Employer are each entitled to the exclusive remedy protections provided by La. R.S. 23:1032 Further, Ochsner and Employer acknowledge and agree that Employer has no control or involvement in the hiring, firing, or direct supervision or direction of any Ochsner employee, agent, representative, and/or subcontractor.
8. **COMPLIANCE WITH APPLICABLE LAWS.** Ochsner and Employer will each comply with all applicable federal, state, and local laws, standards and requirements as established by any government body with proper jurisdiction, pertaining to the Program Services. Ochsner and Employer will each cooperate with reasonable requests by the other for information that either party may need for its compliance with applicable laws, rules, and/or regulations To the extent applicable, both parties agree to maintain the confidentiality, privacy, and security of Participant information to the extent required by law Without limiting the generality of the foregoing, and to the extent applicable, both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act

of 2009 (Public Law 111-5) and any regulations promulgated thereunder (collectively, the "HITECH Standards") with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, transmitted, maintained or received by either party pursuant to, or in connection with, the terms of this Agreement.

9 **PUBLICATION** Employer authorizes Ochsner to furnish and publish Employer's name and address in any directory or listing of Ochsner's clients.

10. **USE OF OCHSNER NAME; PUBLIC ANNOUNCEMENT.** Ochsner retains all rights and protections to the trade names, trademarks and service marks associated with Ochsner. Employer shall not name or make reference to Ochsner or any of its affiliates in any advertising, website or public announcement or in any other manner unless upon the prior written consent of Ochsner. If such consent is given, upon termination or expiration of this Agreement, Employer agrees to promptly refrain from any using of any of tradenames, trademarks and service marks associated with Ochsner. Notwithstanding the foregoing, Ochsner hereby consents to Employer's use and reference to Ochsner's name in relation to Employer's use of Ochsner's COVID-19 Coronavirus Employer Toolkit in Employer's efforts to create a safe work environment for its employees.

11 **ACCESS TO EMPLOYER FACILITY.** If the Program Services will be provided at Employer's facility, Employer shall grant Ochsner access to a private, clean room, or other designated space, with tables and chairs for Ochsner personnel and Participants, for the provision of the Program Services at the time and date mutually agreed upon by the parties as detailed in a SOW executed pursuant to this agreement

12 **OWNERSHIP OF RECORDS AND CONFIDENTIALITY.** All financial records, corporate records, Participant records, medical files, written procedures and other such items created by Ochsner in connection with the provision of medical services to Participants shall be and remain the property of Ochsner. Such records and files shall be stored and maintained by Ochsner for such period of time as may be legally required under the laws of the State of Louisiana. All Participant records and data related to the Program Services rendered and all statistical, financial, confidential and/or personal data relating to Participants will be kept in the strictest confidence by Ochsner.

13 **INSURANCE.** During the Term, Ochsner will maintain professional liability insurance coverage for those healthcare professionals providing the Program Services pursuant to this Agreement with minimum limits of \$1,000,000 per claim occurrence and \$3,000,000 in the aggregate on an annual basis or consistent with the qualifications of the Louisiana Medical Malpractice Act (LSA-R.S. 40:1299.41 et seq) whichever is less burdensome to Ochsner. Such coverage may be provided under a program of self-insurance. During the Term, Employer will maintain general liability insurance and worker's compensation insurance for its employees and other staff employed by Employer with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000 in the aggregate on an annual basis, and at the appropriate statutory limits, respectively

14 **INDEMNIFICATION.** Each party (an "Indemnitor") shall defend, indemnify and hold the other party and its subsidiaries and affiliates and their respective officers, directors, members, managers, employees, agents and representatives (collectively, the "Indemnitee") harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees and court costs) (individually, a "Claim" and collectively, the "Claims"), whether actual or alleged, that directly or indirectly arise out of or relate to: (i) the acts, omissions, negligence, fault or other legal liability of the Indemnitor or its officers, directors, members, managers, employees, agents or representatives, (ii) Indemnitor's violation of governmental law, regulation, order rule, or license requirement, (iii) any employment, worker's compensation or other related claim by Indemnitor's employees, agents or subcontractors, or (iv) the Indemnitor's breach, violation or non-performance of its obligations set forth in this Agreement. In the event of the joint or concurrent negligence or fault of the Indemnitor and Indemnitee, each party's defense and indemnification obligations shall be limited to its allocable share of such negligence, fault, or other legal liability. The parties shall promptly notify each other of the existence of a Claim, or the threat of any Claim, to which the indemnification obligations set forth herein might apply. Upon written request by the Indemnitee, the Indemnitor (or its insurer), at its sole cost and expense, shall select counsel of its choice to manage the defense of any indemnifiable Claim and pay any settlement or judgment of the Claim, provided, however, that the Indemnitee shall have the right, at its option and sole expense, to have its counsel monitor the defense and settlement of the Claim without relieving the Indemnitor of any obligation hereunder. The Indemnitee shall cooperate and comply with all reasonable requests that the Indemnitor may make in connection with the defense and settlement of a Claim. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination

15 **FORCE MAJEURE.** The performance by either party will be excused to the extent of the circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, hurricane or other natural disaster, epidemic, pandemic, war, material destruction of facilities, fire, acts of terrorism, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform

16 **NOTICES** All notices, requests, demands, and other communications given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by certified mail, return receipt requested, to the parties at the addresses below, or such other address as provided by the party to whom notice is to be given.

If to Employer:

St John the Baptist Parish Council
1811 W. Airline Hwy
LaPlace LA 70068
Attn Robert Figuero, Jr

If to Ochsner:

Ochsner Clinic Foundation
c/o Business Development
1514 Jefferson Highway
New Orleans, LA 70121
Attn: AVP of Regional Development

With a copy to:

Ochsner Clinic Foundation
Office of Legal Affairs
1450 Poydras St , Suite 2250
New Orleans, LA 70112
Attn: General Counsel

17 **DISCLAIMER; LIMITATION OF LIABILITY.** Ochsner presents the information contained in the communications and educational materials provided pursuant to this Agreement solely as a general service to its intended users, its clients. The information provided in any Ochsner communications and/or educational materials provided to Employer pursuant to this Agreement is not legal advice and is not a substitute for a lawyer's original legal research, analysis, and drafting. Employer should speak with its own attorney before utilizing any of this information, as laws can change, and specific circumstances can vary. Ochsner makes no warranties or guarantees concerning the accuracy or reliability of this information or content, or its applicability to a particular situation. Ochsner's Employer Toolkit, and other educational materials provided hereunder, is written for application to businesses located in Louisiana only. The information contained therein also is not medical advice from a medical professional. It is not a substitute for a medical provider's professional opinion or guidance. This content is based upon the most recent CDC and WHO guidance available as of the publication date. Employer is solely liable and obligated to provide a safe and healthy workplace and implement policies and procedures to help protect Employer's employees, clients or any other persons with whom they may have dealings at Employer's onsite workplace. In no event shall Ochsner or its affiliates be liable to Employer and/or its officers, directors, employees, agents, representatives, clients, customers and/or other persons with whom Employer has dealings, for any damages of any nature arising out of or related to COVID-19 Coronavirus infection(s) occurring on Employer's workplace premises. Employer expressly agrees to indemnify and hold Ochsner harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from COVID-19 Coronavirus and/or related damages sustained by Employer or its officers, directors, employees, agents, representatives, clients, customers and/or other persons with whom Employer has dealings

18 **NO THIRD-PARTY BENEFICIARY.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

19 **GOVERNING LAW; VENUE** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its conflicts of law rules. Exclusive venue for all claims, disputes, and suits under this Agreement shall be in Jefferson Parish, Louisiana.

20 **ENTIRE AGREEMENT; EXHIBITS; MODIFICATION.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other

communications between the parties relating to such subject matter. All Exhibits and/or SOWs described in this Agreement shall be deemed to be incorporated in and made a part of this Agreement, except that if there is any inconsistency between this Agreement and the provisions of any Exhibit and/or SOW, the provisions of this Agreement shall control. Terms used in an Exhibit and/or SOW and also used in this Agreement shall have the same meaning in the Exhibit and/or SOW as in this Agreement. This Agreement may not be amended or modified except by mutual written agreement of the parties.

21. **SURVIVAL; WAIVER; BINDING ON SUCCESSORS; COUNTERPARTS.** Notwithstanding termination of this Agreement for any reason, rights and obligations, which by the terms of this Agreement are intended to survive termination of the Agreement, shall remain in full force and effect. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns, except as otherwise provided in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts shall together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

The parties have caused this Agreement to be duly executed by authorized representatives as of the Effective Date

OCHSNER CLINIC FOUNDATION

By 

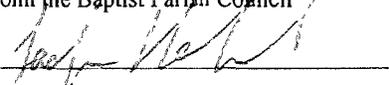
Printed Name **Mark Muller**

Its (Title) **Sr. VP, Strategy + Business Development**

Date **6/8/20**

EMPLOYER

St John the Baptist Parish Council

By 

Printed Name **Jaclyn Hotard**

Its (Title) **Parish President**

Date **6/4/2020**

Exhibit A

Draft Statement of Work #1

This Statement of Work #1 ("SOW #1"), effective as of June 4, 2020 (the "SOW #1 Effective Date") between Ochsner Clinic Foundation and/or its Affiliates (collectively, "Ochsner") and St. John Parish Administration ("Employer") shall be governed by and pursuant to the COVID-19 "Safe to Return" Employer Solutions Master Services Agreement between Ochsner and Employer, dated June 4, 2020 (the "Agreement"). Any defined term not otherwise defined herein shall have the meanings set forth in the Agreement. This SOW may be modified or amended only in writing signed by both parties. In the event of a conflict between the Agreement and this SOW, the Agreement shall control unless expressly superseded by conflicting provision in this SOW. The terms and conditions of SOW #1, including the Agreement, are limited to the scope of such SOW #1, and are not applicable to any other SOWs that may be executed by the parties unless the parties otherwise agree.

1. **PROGRAM SERVICES & COMPENSATION**

Define Services and Compensation

2. **SOW TERM**

Define Term

3. **PROGRAM DETAILS**

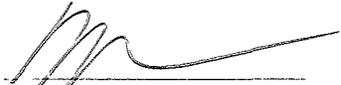
Define date, time, total hours, location, volume of Participants, # of Ochsner staff members and specific Employer On-Site Program Services to be provided

4. **ADDITIONAL COSTS AND FEES**

Define additional costs and fees

The parties have caused this SOW #1 to be duly executed by authorized representatives as of the SOW #1 Effective Date set forth above.

OCHSNER CLINIC FOUNDATION

By 

Printed Name **Mark Mulker**

Its (Title) **Sr. VP, Strategy + Business Development**

Date **6/8/20**

EMPLOYER

St. John the Baptist Parish Council

By 

Printed Name. **Jaclyn Hotard**

Its (Title) **Parish President**

Date **6/4/2020**

Statement of Work # 1

This Statement of Work 1 (“SOW #1”), effective as of June 4, 2020 (the “SOW #1 Effective Date”) between Ochsner Clinic Foundation and/or its Affiliates (collectively, “Ochsner”) and St. John the Baptist Parish Council (“Employer”) shall be governed by and pursuant to the COVID-19 Employer Solutions Master Services Agreement between Ochsner and Employer, dated [Click or tap to enter a date](#) 2020 (the “Agreement”) Any defined term not otherwise defined herein shall have the meanings set forth in the Agreement. This SOW may be modified or amended only in writing signed by both parties. In the event of a conflict between the Agreement and this SOW, the Agreement shall control unless expressly superseded by conflicting provision in this SOW. The terms and conditions of SOW #1, including the Agreement, are limited to the scope of such SOW #1, and are not applicable to any other SOWs that may be executed by the parties unless the parties otherwise agree.

Program Services, Program Details & Compensation

Ochsner shall provide to Employer and/or Participants the Program Services described below, and Ochsner shall be compensated as detailed and indicated below and in accordance with the terms of the Agreement

Rate Structure	Fixed Rate Consulting + Screening Staff labor + optional services included in consulting’ (all value added) + educational collateral <i>Client retains right to modify existing services as needed with 14-day advanced notice subject to mutual agreement by Ochsner</i>
Price	<ul style="list-style-type: none"> • For the first month of the SOW term, Employer shall pay Ochsner a \$7,500 consulting fee and \$2,000 fee for temperature screening services, for total amount of \$9,500 for first month of Services. • Starting 1 month after the SOW #1 Effective Date, Employer shall pay Ochsner a \$6,000 monthly fee (\$4,000 fee for consulting services plus \$2,000 for temperature screening services) and shall continue to pay the \$6,000 monthly fee for remaining SOW #1 term
Scope	St. John Parish Administration, 1811 W. Airline Hwy. LaPlace LA 70068

Below is an itemized list of onsite services for Employer located at: St John Parish Administration, 1811 W Airline Hwy
LA PLACE LA 70068

Screening Stations:

Staffing: 1 FTE for \$50/hr. (Monday-Friday)

Screening Stations \$2,000/month

- Main Entrance.
 - 1 FTE 8:00am-10 00am, 2hrs =\$100/day, \$500/week, \$2,000/month

***Printed collateral recommendations including installation:**

- Hand Sanitizer Decals
 - On each dispenser or pump for increased visibility
- Not Feeling Well Resources Flyer/Poster
 - Hallway poster and flyers throughout in highly visible spaces
- Signs & Symptoms Flyer/Poster
 - Lobby poster and flyers throughout in highly visible spaces
- Safety Precautions Entrance Flyer/Poster
 - Major entrances, lobbies and prominent stands by both screening stations
- COVID-19 Hotline Cards
 - At the information desks, tabletops, appropriate surfaces
- Respiratory Hygiene Flyers
 - In café, breakrooms, waiting areas, elevator lobbies and other common spaces
- Virtual Employer Clinic Posters
 - Inside the designated virtual clinic space
- Take 20 Handwashing Table Tents
 - Café, breakrooms, front seating, back waiting area, high contact surfaces
- Take 20 Handwashing Flyers
 - Common areas and first floor throughout

- Temporarily Not in Use Flyer
 - Half the bathroom sinks, water fountains, other off limit items or rooms to promote social distancing and reduce contamination
- Mask Education/Reminders
 - All common spaces. breakrooms, dining spaces, conference rooms, other per policy
- Sanitize Before and After Use Cards
 - On every communal high contact surface: telephones, coffee machines, microwaves, copy machines, vending
- Social Distancing Floor Decals
 - Anywhere a line or group may form both screening stations, café coffee station, bathrooms, elevator lobby, inside elevators, back waiting area reception, other common rooms
- General Social Distancing Flyer/Poster
 - On first floor throughout in high traffic or common areas
- Social Distancing Occupancy in Elevator Flyer
 - Two on each applicable floor in elevator lobby and floor level posters on stands
- Social Distancing Flyer in Bathroom
 - On each bathroom door
- Frequently Sanitized Flyer
 - Throughout the first floor and high contact areas
- Chair Seating Social Distancing Cards
 - Seating restrictions in the back-waiting area, front seating, and other close proximity seating
- Handwashing How-To Flyer
 - Bathroom mirrors and breakroom sinks
- Hand Sanitation Stations (backorder)
 - Inside floor entrances, in the café, back waiting area

*50% recommended collateral will be provided in collaboration with St. John Parish Admin Assets

Written Assessment and Recommendations from Walk Through

- On-site evaluation of your workplace environment by an Ochsner Survey Team including an experienced Occupational Health Professional and a Medical Provider
- Our team will conduct an extensive assessment of current workplace conditions and provide written recommendations for the safety of both your staff and your customers/chents including:
 - Social Distancing
 - Signage
 - Cleaning & Disinfecting Protocols
 - Optimal Flow of Foot Traffic
 - Personal Protective Equipment
 - Redesign of Common Areas and Break Rooms
 - Process at Access Points
- Ongoing Updates of Latest Scientific Evidence & CDC Guidelines
- Ongoing Support throughout COVID-19 Crisis

Other Value Adds

- Priority Clinic Access for St. John Parish Administration employees
- Virtual Employer Clinic for St John Parish Administration employees
- On-Site Health Screenings for St John Parish Administration employees (separate fees may apply)
- Access to PPE Kits (only)
- Prioritized Testing for St. John Parish Administration employees (separate fees may apply)
- Co-Branded External PR Toolkit
- Monthly Follow-up & Re-Evaluation

DETAILS FOR EMPLOYER ONSITE PROGRAM SERVICES

Ochsner shall provide the Employer On-Site Program Services to Employer as specified and detailed below:

Date(s)	Time Frame (am/pm)	Total Hours (2 hour Minimum)	Location (Full Address)	# Ochsner Staff Members	Employer On-Site Program Services
6/8/2020	6:45 am – 8:45 am Monday - Friday	2 hours at \$100/day	Main Entrance	1	Temperature Check

ADDITIONAL COSTS AND FEES FOR EMPLOYER ONSITE PROGRAM SERVICES

- **PARKING**: Onsite parking will be provided for Ochsner staff. In event, Ochsner staff must pay for onsite parking, Employer shall reimburse Ochsner for its documented expenses.
- **EXTENSION OF PROGRAM**: In the event that Employer should request Ochsner to remain onsite in excess of the initial agreed upon Program time, Employer shall be assessed a fee of one hundred fifty dollars (\$150.00) per each additional fifteen (15) minute increment the Program is extended.
- **RESCHEDULING/CANCELLATION POLICY**: In the event Employer fails to provide at least five (5) days' notice of its intent to reschedule the Program from the agreed upon Program date/time or cancel the Program, Employer shall be assessed a two hundred fifty dollar (\$250.00) fee, which will be invoiced to Employer

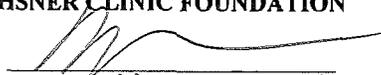
SOW TERM

This SOW #1 commences on the SOW #1 Effective Date and continues until one (1) year after the SOW #1 Effective Date (“**Initial Term**”). After the Initial Term, this SOW will renew for successive one (1) year additional periods upon mutual agreement of the parties (“**Renewal Term**”). Unless earlier terminated as set forth herein or in the Agreement, this SOW may be terminated, with or without cause, by providing the other party thirty (30) days prior written notice. The Initial Term and Renewal Term are referred to collectively as the “**Term**”

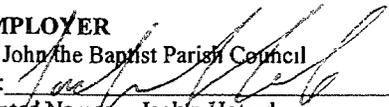
[Signature Page Follows]

The parties have caused this SOW #1 to be duly executed by authorized representatives as of the SOW #1 Effective Date set forth above.

OCHSNER CLINIC FOUNDATION

By: 
Printed Name: Mark Muller
Its (Title): Sr VP, Strategy + Business Development
Date: 6/8/20

EMPLOYER

St. John the Baptist Parish Council
By: 
Printed Name: Jaclyn Hotard
Its (Title): Parish President
Date: 6/4/2020