

**NORTH LOUISIANA DEPARTMENT  
FINANCIAL INTEGRATION AGREEMENT**

This North Louisiana Department Financial Integration Agreement (this “**Agreement**”), is made and entered into effective October 1, 2018 (“**Effective Date**”), by and between Ochsner LSU Health System of North Louisiana, a Louisiana nonprofit corporation (“**OLHS-NL**”) and Ochsner Clinic, L.L.C., a Louisiana limited liability company (the “**Clinic**”). OLHS-NL and the Clinic are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

**WHEREAS**, Ochsner Clinic Foundation d/b/a Ochsner Health System (“**Ochsner**”) and Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“**LSU**”) formed OLHS-NL to, among other purposes, operate the Hospitals previously operated by LSU in Shreveport and Monroe, Louisiana, as part of an academic medical center (“**AMC**”) in accordance with the terms and conditions of the ACCA among Ochsner, LSU and OLHS-NL and the CEA among LSU, OLHS-NL, and the State of Louisiana;

**WHEREAS**, OLHS-NL, and Ochsner entered into the ACCA to implement the PPP and to establish the overall framework for OLHS-NL, Ochsner, and LSU’s Collaborative (as such term is defined in the ACCA) in accordance with the Shared Mission; and

**WHEREAS**, in accordance with Section 2.3.4 of the ACCA in furtherance of the Collaborative, Ochsner through its solely owned subsidiary, the Clinic, agreed to (i) create the North Louisiana Department as a separate accounting department within the Clinic to employ and contract with an Ochsner Physician for the provision of professional services to north Louisiana through the Collaborative, and (ii) the revenue and expenses of the Ochsner Physicians within the North Louisiana Department shall be allocated to OLHS-NL, all in accordance with the terms and conditions of the ACCA and this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Definitions.**

“**ACCA**” means the Academic and Clinical Collaboration Agreement to be entered contemporaneously with this Agreement among OLHS-NL, Ochsner, and LSU.

“**Area**” means (i) the Service Area and/or (ii) the Collaboration Area with respect to any Clinical Program (all as defined in the ACCA) in which Ochsner and LSU jointly participate in accordance with the terms and conditions of the ACCA.

“**CEA**” means the Cooperative Endeavor Agreement to be entered into contemporaneously with this Agreement by and among OLHS-NL, LSU and the State, for support of the Hospitals and their associated clinical activities for the Public Purpose as defined in the CEA.

“**CEO**” means the Chief Executive Officer of OLHS-NL.

“**CMO**” means the Chief Medical Officer of OLHS-NL.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Collaborative**” has the meaning ascribed in the ACCA.

“**Department Deficit**” means the extent to which the Department Expenses of the Ochsner Physicians within the North Louisiana Department exceed the Department Revenue within a given Fiscal Year.

“**Department Excess**” means the extent to which the Department Revenue of the Ochsner Physicians within the North Louisiana Department exceed the Department Expenses within a given Fiscal Year.

“**Department Expenses**” includes the following expenses incurred by the North Louisiana Department in connection with the Ochsner Physicians’ performance of professional services within the Area (including the expenses related to any New Ochsner Physicians approved in accordance with Section 2.3.5 of the ACCA but excluding such expenses for any New Ochsner Physicians not approved in accordance therewith): (i) salaries and benefits, (ii) professional dues and fees, (iii) travel, (iv) supplies, including pharmaceuticals, (v) utilities, (vi) insurance, (vii) communications, (viii) maintenance and repairs, (ix) rentals, (x) a management fee equal to 3% of Total Revenue, (xi) costs for Information Technology and Revenue Cycle services, and (xii) other operating expenses attributable to the Ochsner Physicians pursuant to Generally Accepted Accounting Principles (GAAP).

“**Department Revenue**” means the Total Revenue received by the North Louisiana Department for professional services rendered by the Ochsner Physicians within the Area (irrespective of whether a New Ochsner Physician is approved in accordance with Section 2.3.5 of the ACCA).

“**Excluded**” has the meaning ascribed in Section 11.1.1.

“**Fiscal Year**” means the fiscal year of OLHS-NL beginning July 1st and ending June 30th.

“**Hospitals**” as applicable, means the hospitals and other clinical facilities located in Shreveport and Monroe, Louisiana, previously owned and operated by HSC-S, which will be operated by OLHS-NL’s subsidiaries under the CEA.

“**HSC-S**” means the LSU Health Sciences Center – Shreveport, an academic institution within LSU.

“**Joint Logo**” means a new logo for OLHS-NL created jointly by LSU and Ochsner.

“**Joint Management Committee**” means the Joint Management Committee appointed in accordance with OLHS-NL’s governance documents to provide oversight to OLHS-NL and the Collaborative in accordance with the ACCA.

“**LEIE**” has the meaning ascribed in Section 11.1.1.

**License Agreement**” means the agreements between OLHS-NL and LSU, and OLHS-NL and Ochsner, respectively, to address LSU and Ochsner co-branding of clinical locations and activity within the Collaborative.

**“LSU”** means the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

**“Medical Staff Membership with Hospital Facility Privileges”** means membership of a physician as a credentialed member of a Hospital’s medical staff with inpatient admitting privileges at the Hospital.

**“Medical Staff Membership with Ambulatory Facility Privileges”** means membership of a physician as a credentialed member of a Hospital’s medical staff with privileges to attend Hospital patients in an ambulatory or outpatient setting.

**“Net Patient Revenue”** means the total gross revenue accrued in a period by the Clinic for the Ochsner Physicians within the North Louisiana Department, including, without limitation, any supplemental or non-claims based revenue, reduced by the revenue deductions, which deductions shall include an allowance for contractual allowances, discounts, bad debt and charity care amounts.

**“New Ochsner Physician(s)”** has the meaning ascribed in Section 3.3

**“North Louisiana Department”** means a separate department for accounting purposes within the Clinic that employs or contracts with Ochsner Physicians dedicated to the provision of professional services to north Louisiana through the Collaborative in accordance with this Agreement.

**“Ochsner”** means Ochsner Clinic Foundation, d/b/a Ochsner Health System.

**“Ochsner Physician(s)”** means any physician who (i) is employed by or contracted with the Clinic within the North Louisiana Department, (ii) practices medicine within the Area, and (iii) is listed in Schedule 3 hereof.

**“OLHS-NL”** means Ochsner LSU Health System of North Louisiana, a Louisiana nonprofit corporation created for the purpose of effecting the ACCA between LSU and Ochsner.

**“OLHS-NL Board”** means the OLHS-NL Board of Directors appointed by Ochsner and LSU.

**“Other Revenue”** means revenue from contracts, payments received by the Clinic for the Ochsner Physicians within the North Louisiana Department in exchange for providing professional services, and other sources of operating revenue outside of Net Patient Revenue.

**“Shared Mission”** means the mission of the Collaborative, which is for LSU and Ochsner to work together in a collaborative and integrated manner to improve and expand medical education and research and to improve access to and the provision of quality medical care in north Louisiana by bringing together the best of both organizations.

“**Total Revenue**” means Net Patient Revenue plus Other Revenue.

“**Wind Down Period**” means a transition period upon the termination of the Collaborative to minimize potential disruption to the education, research and patient care services provided through the AMC, all as set forth in Section 11.1 of the ACCA.

## **2. Purposes.**

**2.1 General.** The purposes of this Agreement are to implement the terms and conditions of the ACCA, for the benefit of the Collaborative, and in support of the Shared Mission by, among other things, forming the North Louisiana Department as described in Section 3.1, allocating the revenues and expenses of the North Louisiana Department to OLHS-NL in accordance with Section 4.1, and ensuring that the charitable purposes and community benefit standards of OLHS-NL are fulfilled.

**2.2 Standards.** In furtherance of the purposes described in this Section 2, the North Louisiana Department operations will be conducted in such a manner as to satisfy the charitable purposes and community benefits standards generally required of hospitals and healthcare providers under Section 501(c)(3) of the Code, and other provisions of the Code.

**2.3 Tax Exempt Status.** The North Louisiana Department operations will be operated in such a manner as to further the tax-exempt purposes of Ochsner and OLHS-NL and so as not to jeopardize the status of Ochsner or OLHS-NL, or any of their respective Affiliates, to the extent applicable, as organizations described in Section 501(c)(3) of the Code.

## **3. Formation of North Louisiana Department.**

**3.1 Formation.** On or before the Effective Date, the Clinic will form a separate accounting department within the Clinic for the operations of the Ochsner Physicians who will provide clinical and professional services on behalf of the Collaborative within the Area.

**3.2 Ochsner Physicians.** The Ochsner Physicians are initially those Clinic employed and contracted physicians listed on Schedule 3, as may be updated by Clinic from time-to-time (without the necessity to amend this Agreement); provided, however, that the Clinic shall comply with the procedures set forth in Section 3.3 and Section 2.3.5 of the ACCA with respect to the listing of any New Ochsner Physicians.

**3.3 New Ochsner Physicians.** The Parties acknowledge and agree that prior to updating the list of Ochsner Physicians set forth in Schedule 3 with any New Physician (“**New Ochsner Physicians**”), the Clinic shall provide advance written notice of such fact to OLHS-NL and LSU and the procedures set forth in Section 2.3.5 of the ACCA for recruiting, employing, or contracting New Physicians shall apply. In the event that the addition of the New Ochsner Physician is approved in accordance with the procedures set forth in Section 2.3.5 of the ACCA, the Department Revenue and Department Expenses associated with such New Ochsner Physician shall be allocated to OLHS-NL in accordance with Section 4.1. In the event the New Ochsner Physician is not approved in accordance with the procedures set forth in Section 2.3.5 of the ACCA, then Clinic may nonetheless recruit, employ, or contract such New Ochsner Physician,

provided that only the Department Revenue and not the Department Expenses associated with such New Ochsner Physician shall be allocated to OLHS-NL in accordance with Section 4.1.

**3.4 Ochsner Physician Clinical Compensation.** The Parties acknowledge and agree that the clinical portion of the compensation to be paid to any New Ochsner Physician or to any existing Ochsner Physician whose compensation is amended during the Term shall be established and approved pursuant to the procedures set forth in Sections 2.3.5, 2.3.6, and 7.2.2 of the ACCA.

**3.5 Medical Staff Membership.** The Parties acknowledge and agree that Ochsner Physician shall be required to comply with Section 5.2 of the ACCA to obtain Medical Staff Membership with Hospital Facility Privileges and/or Medical Staff Membership with Ambulatory Facility Privileges.

#### **4. Financial Integration.**

**4.1 Allocation of Department Excess / Department Deficit.** The Parties' agree that the Department Revenue and Department Expenses of the Ochsner Physicians within the North Louisiana Department shall be allocated to OLHS-NL each Fiscal Year pursuant to this Section 4.1. In allocating the Department Revenue and Department Expenses of the Ochsner Physicians within the North Louisiana Department to OLHS-NL, the Clinic shall provide an accounting to the Joint Management Committee and OLHS-NL Board each Fiscal Year of the Department Revenue and Expenses of the Ochsner Physicians. To the extent the Ochsner Physicians generate a Department Excess (taking into account any special accounting requirements for New Ochsner Physicians hired without authorization in accordance with Section 3.3), then such Department Excess shall be due and payable by the Clinic to OLHS-NL within 135 days of the Clinic's Fiscal Year end. To the extent the Ochsner Physicians generate a Department Deficit (again taking into account any special accounting requirements for New Ochsner Physicians hired without authorization pursuant to Section 3.3), then such Department Deficit shall be due and payable by OLHS-NL to the Clinic within 135 days of the Clinic's Fiscal Year end.

**4.2 Annual Budget Process.** In accordance with Section 7.2.3 of the ACCA, each calendar year, the Clinic shall submit its proposed annual operating budget for the North Louisiana Department ("**Operating Budget**") to HSC-S and the CEO and CMO who shall jointly review and work in good faith to agree upon and reconcile such proposed Operating Budget consistent with the goals outlined in Section 7.2.1 of the ACCA. Upon such agreement and reconciliation, the Operating Budget shall be submitted and approved by the OLHS-NL Board.

**4.3 Management of North Louisiana Department.** Notwithstanding anything herein to the contrary, the Clinic shall at all times during the Term be managed by the Clinic and Ochsner, except as otherwise expressly stated in this Agreement or the ACCA. The Clinic will perform all managed care contracting for the Ochsner Physicians. In addition, the Clinic will perform all billing and collecting for the Ochsner Physicians, subject to the allocation of the North Louisiana Department's Department Excess or Department Deficit as described in Section 4.1.

#### **5. Branding.**

The Parties agree that the terms and conditions of the License Agreement and ACCA shall govern co-branding related to the Ochsner Physicians and that ambulatory physician clinics and

any other locations affiliated with the Collaborative at which Ochsner Physicians practice will be co-branded with the Joint Logo.

## **6. Term.**

Unless earlier terminated as provided herein, the initial term of this Agreement (the “**Initial Term**”) shall commence as of the Effective Date and shall remain in effect for ten (10) years and shall automatically renew for two (2) successive five (5) year terms (each a “**Renewal Term**”) for a total term (“**Term**”) of twenty (20) years, unless a party gives written notice of its intent not to renew the Agreement for a Renewal Term not less than six (6) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as applicable, or unless the OLHS-NL and Clinic mutually agree to termination of this Agreement at an earlier date.

## **7. Default and Termination.**

**7.1 Events of Default.** It shall be an event of default (“**Event of Default**”) hereunder:

7.1.1 If either Party (i) fails to cure a Financial Default (as defined in the ACCA) in full within the Financial Default Cure Period (as defined in the ACCA), or (b) incurs three (3) or more Financial Defaults in any given Fiscal Year within the Term, regardless of whether cured.

7.1.2 If a Party fails to perform any other material obligation under the terms of this Agreement, such failure shall be subject to the Dispute Resolution provisions set forth in ARTICLE 9 of the ACCA. Notwithstanding the foregoing, this subsection 7.1.2 does not address a failure to make payment as required by Section 7 of this Agreement, which is addressed in subsection 7.1.1, above, addressing Financial Default.

**7.2 Termination Events.** Either Party may give a termination notice prior to the expiration of the Initial Term or any Renewal Term upon the occurrence of any of the following events:

7.2.1 Termination by Mutual Consent. This Agreement may be terminated by the mutual, written consent of the Parties.

7.2.2 Federal Healthcare Program Exclusion. If a Party is excluded from participation in a federal healthcare program including, without limitation, the Medicare or Medicaid program, either Party may immediately terminate this Agreement.

7.2.3 Termination for Bankruptcy; Receivership. This Agreement shall terminate if a Party applies for or consents to the appointment of a receiver, trustee or liquidator of such Party or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangements with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such party bankrupt or insolvent, and such order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such Party bankrupt or insolvent, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

7.2.4 Termination for Financial Default. In accordance with Section 7.1.1 above, the non-defaulting Party may terminate this Agreement if the defaulting party (a) fails to cure a Financial Default in full within the Financial Default Cure Period, or (b) incurs three or more Financial Defaults in any given Fiscal Year within the Term, regardless of whether cured.

7.2.5 Termination for Failure to Resolve Disputes. This Agreement may terminate if there is a failure to resolve to the Disputing Party's (as defined in the ACCA) satisfaction two (2) material Disputes (as defined in the ACCA) initiated in the same fiscal year or three (3) material Disputes initiated in any two consecutive fiscal years upon conclusion of the Dispute Process set forth in ARTICLE 9 of the ACCA, including through the issuance of a final decision in any arbitration proceeding initiated in accordance with Section 9.1.3(5) of the ACCA.

7.2.6 Termination of Collaborative. Upon termination of the ACCA, CEA or, unless otherwise agreed by the Parties, any other Collaborative Agreement (as defined in the ACCA), this Agreement shall automatically terminate.

**7.3 Windup Activities.** Upon termination of this Agreement for any reason, Clinic's obligations to perform services hereunder shall completely cease; provided, however, that the Parties shall perform and make payments for such matters as are necessary to wind up their activities pursuant to this Agreement in an orderly manner and to comply with the six (6)-month Wind Down Period and Wind Down Process described in the ACCA. Any payments earned through the date of termination and through the Wind Down Period shall remain due and owing notwithstanding the termination of the Agreement.

## **8. No Partnership or Agency Authority.**

Nothing in this Agreement is intended to create a partnership or agency relationship between the Parties. Without limiting the foregoing, no Party, by virtue of being a party to this Agreement, will have any power or authority to act for, or to assume any obligations or responsibility on behalf of, or to bind any other Party in any manner, to pledge its credit, or to render it liable for any purpose. No Party will make any representations to the contrary.

## **9. Indemnification.**

Each Party (an "**Indemnitor**") shall indemnify and hold harmless, to the extent permitted by law, the other Party, its officers, directors, board members, agents, and employees (collectively, the "**Indemnitees**") for all costs, expenses, losses, damages, fines, penalties, forfeitures or liabilities (including, without limitation, interest which may be imposed by a court in connection therewith), court costs, litigation expenses, expert witness fees, reasonable attorneys' fees, and any other cost of defense, (collectively, the "**Damages**") arising from (a) Indemnitor's breach of this Agreement; or (b) the negligent actions or inactions of the Indemnitor, its officers, directors, board members, agents, or employees.

## **10. Insurance.**

Each Party shall maintain, in full force and effect during the Term of this Agreement, reasonable, customary, and legally required insurance consistent with the scope of services being provided under this Agreement, including professional liability insurance, workers' compensation

insurance, automobile liability insurance (if legally required), and general liability coverage with coverage for Security Incidents and Breaches of Unsecured Protected Health Information (as those terms are defined by HIPAA). Professional liability insurance shall include coverage for data breach and network security. All insurance shall be provided by financially stable insurance carriers properly licensed to write and issue required coverage.

## **11. Representations and Warranties.**

### **11.1 Eligibility for Government Programs.**

11.1.1 Eligibility Status. Each Party represents it has not been convicted of a criminal offense related to health care, and it is not, nor are any of its employees or agents performing services under this Agreement, currently listed on the List of Excluded Individuals and Entities (“LEIE”) by the Office of Inspector General of the Department of Health and Human Services or by any other Federal or State of Louisiana agency or department as debarred, excluded or otherwise ineligible for participation in federal programs and/or federally funded health care programs including Medicare and Medicaid (collectively, “Excluded”).

11.1.2 Continuing Duty. Each Party shall (i) regularly verify the continued accuracy of the eligibility status representation of Section 11.1.1; (ii) immediately terminate its relationship with any individual, agent or entity upon discovering such individual, agent or entity is Excluded; and (iii) notify the other Party immediately, in writing, of any change in circumstances related to its representations made in this Section 11.

11.2 Legal Compliance. Each Party represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered, or will be paid or distributed, by or on behalf of such Party and/or the physicians, non-physician practitioners, officers, or directors of such Party, or to any other person, Party or entity affiliated with such Party, as an inducement to refer or purchase or to influence the referral or purchase of items paid by a federal or state health care program. Further, each Party agrees that it is not obligated by the terms hereof to refer patients to a Party, that the compensation paid hereunder is consistent with fair market value of the goods and services provided hereunder, and that no part of the consideration paid and received hereunder is in exchange for the referral of patients or services or the promise to make such referrals.

## **12. General Provisions.**

12.1 Parties Bound. This Agreement shall bind and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

12.2 Governing Law. This Agreement has been executed and shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to conflict of laws principles that would require the application of any other law.

12.3 Jurisdiction, Venue and Service of Process. The exclusive venue for any lawsuit filed by any Party to this Agreement or any party to any other Collaborative Agreement and arising out of or related to any Collaborative Agreement is the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana. The Parties agree that any of them may file a copy



of this Section with any court as written evidence of the knowing, voluntary, and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum as set forth hereinabove. Process in any lawsuit referred to in the first sentence of this Section may be served on any party anywhere in the world.

**12.4 Rule of Construction.** The Parties acknowledge and agree that this is a negotiated agreement, in which all Parties have received the assistance and advice of competent legal counsel; and accordingly that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.

**12.5 Severability.** If any term, provision, covenant or condition of this Agreement is held unenforceable or invalid for any reason and not susceptible to reformation due to a change in applicable legal requirements, the remaining portions or provisions shall continue in full force and effect.

**12.6 Integration.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement cancels and supersedes all prior physician clinical and medical administrative service agreements and understandings, oral or written, between the Parties.

**12.7 Non-Waiver.** No waiver of any breach or default hereunder shall be considered valid, unless in writing and signed by the Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of a similar nature.

**12.8 Notices.** All notices, demands and other communications to be given or delivered pursuant to or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given and received (i) if by hand or electronic delivery, when delivered; (ii) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the Party; (iii) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service. Notices, demands and communications to the Parties shall, unless another address is specified in writing, be sent to the addresses indicated below:

**If to OLHS-NL:**

Ochsner LSU Health System of North Louisiana  
1541 Kings Highway  
Shreveport, Louisiana 71103  
Attn: Chief Executive Officer

with a required copy to:

Louisiana State University  
3810 West Lakeshore Drive  
Baton Rouge, Louisiana 70808  
Attn: General Counsel

and

Ochsner Health System  
1450 Poydras St., Ste 2250  
New Orleans, Louisiana 70112  
Attn: General Counsel

**If to Clinic:**

Ochsner Clinic Foundation  
1514 Jefferson Highway  
New Orleans, Louisiana 70121  
Attn: Chief Executive Officer

with a required copy to:

Ochsner Health System  
1450 Poydras St., Ste 2250  
New Orleans, Louisiana 70112  
Attn: General Counsel

**12.9 Form of the Agreement.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, single or plural, as the identity of the person(s) or thing(s) may require. Section and subsection headings are included for convenience of reference only and shall not define, limit, extent or otherwise affect the interpretation of this Agreement or any of its provisions.

**12.10 Amendment.** This Agreement may be amended or modified only in writing signed by the Parties.

**12.11 Further Cooperation.** In order to confirm this Agreement or carry out its provisions or purposes, each Party shall cooperate with the other and shall take such further action and execute and deliver such further documents as the other may reasonably request.

**12.12 Assignability.** No Party may assign its rights or delegate its duties (by subcontract or otherwise) under this Agreement without the prior written consent of the other Parties.

**12.13 No Third Party Beneficiaries.** Nothing in this Agreement shall be construed as conferring any benefit, either directly or indirectly, on any person or entity not a Party to this Agreement.

**12.14 Referrals.** The Parties acknowledge that none of the benefits granted to the Parties or any Ochsner Physician hereunder are conditioned on any requirement that any physician make referrals to, be in a position to make, or influence referrals to, or otherwise generate business for, the Hospitals.

**12.15 Force Majeure.** No Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption in rights or duties that results directly or indirectly from Acts of God, civil or military authority, acts of terror, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by a Party's employees, or any similar or dissimilar cause beyond the reasonable control of a Party.

**12.16 Additional Instruments.** Each of the Parties shall, from time to time, at the request of any other Party, execute, acknowledge and deliver to the other Parties any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

**12.17 Headings.** All section and part headings are inserted for convenience. Such headings shall not affect the construction or interpretation of this Agreement.

**12.18 Multiple Counterparts.** Provided all Parties execute an identical copy of this Agreement, including Exhibits, the Parties acknowledge and agree that these multiple counterparts will be considered fully executed originals.

**12.19 Time Periods.** Time periods expressed by a specified number of days shall be based on calendar days.

**12.20 Money Damages; Legal Fees and Costs.** The Parties expressly acknowledge and agree that the Dispute Process set forth in Article Error! Reference source not found.<sup>9</sup> of the ACCA is the exclusive means by which the Parties will resolve Disputes, and in the event of any Dispute that the Parties are unable to resolve to their mutual satisfaction pursuant to the Dispute Process, including, without limitation, any claim that a Party has failed to participate in the Dispute Process in good faith, such Dispute may be addressed and the Parties may be adequately compensated through a claim for monetary damages. Accordingly, except as otherwise specifically set forth in Section 9.1.3 (5) of the ACCA, no Party shall be entitled, at law or in equity, to enforce any provision of this Agreement by a decree of specific performance, temporary, preliminary, or permanent injunctive, or other equitable relief to resolve any Dispute arising under this Agreement, and the Parties expressly waive any rights they may otherwise have to pursue such equitable relief. In the event that any Party elects to incur legal expenses to pursue a claim for monetary damages under this Agreement, the prevailing Party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements, in addition to such other money damages to which such Party shall be entitled.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by and through their duly authorized representatives effective as of the date and year first above written.

**Ochsner LSU Health System of North Louisiana**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Ochsner Clinic, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule 3**

**List of Ochsner Physicians**

**None.**