

**FIFTH AMENDED AND RESTATED
MEDICAID SUPPLEMENTAL PAYMENT
COOPERATIVE ENDEAVOR AGREEMENT**

This Fifth Amended and Restated Medicaid Supplemental Payment Cooperative Endeavor Agreement (“Restatement”) is made and entered effective on the 1st day of April, 2021, by and between the LOUISIANA AMBULANCE ALLIANCE, Inc., (“LAA”) a Louisiana non-profit corporation domiciled in the Parish of Assumption, and each of the political subdivisions accepting this Restatement and agreeing to be bound hereby, as evidenced by its execution attached hereto (“Districts”). LAA and Districts collectively are sometimes hereinafter referred to as “Parties.”

RECITALS

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes including, in the case of New Orleans, Section 9-314 of the Home Rule Charter of the City of New Orleans, the Districts may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

WHEREAS, Emergency Medical Services (“EMS”) providers in the State of Louisiana face significant challenges due to reductions in Medicaid reimbursement, the rising population of low-income and indigent patients, and decreases in managed care reimbursement; and

WHEREAS, these challenges have jeopardized the ability of Louisiana’s EMS providers to provide adequate and essential medically necessary healthcare services to low-income and/or indigent citizens; and

WHEREAS, LAA is a Louisiana nonprofit foundation the mission of which includes serving as a convening point for Emergency Medical Services (“EMS”) providers with similar delivery issues to receive education on issues specific to their delivery challenges, provide networking opportunities, and identify opportunities to work collectively for the benefit of EMS in Louisiana; and

WHEREAS, through the efforts of LAA, the 2010 Louisiana Legislature passed Act No. 887 to provide for opportunities to pursue additional funding and other opportunities for EMS; and

WHEREAS, LAA has worked with the Louisiana Department of Health (“LDH”) and developed a fee for service Medicaid supplemental payment methodology (“FFS Supplemental Payment Program”) for EMS, and LDH submitted the Supplemental Payment Program as Medicaid State Plan Amendment TN 11-23 which was approved by Centers for Medicare and Medicaid Services (“CMS”) on June 4, 2012; and

WHEREAS, LAA has further worked with LDH to develop a non-directed Medicaid managed care payment methodology (“FMP Payment Program”) for EMS. The FFS Supplemental Payment Program and the FMP Payment Program are hereinafter collectively referred to as “Supplemental Payment Program” and

WHEREAS, the Districts are members, or are eligible to be members, of LAA and will be eligible to be recipients of payments under the Supplemental Payment Program; and

WHEREAS, in order to support the Supplemental Payment Program and thereby ensure that adequate and essential medically necessary healthcare services are accessible and available to low-income and/or indigent citizens and medically underserved rural populations in Louisiana, the Districts desire to transfer to LDH a portion of their tax revenues; and

WHEREAS, the Districts have committed to each other to ensure that the contributions of each to support the Supplemental Payment Program are equitably apportioned between them and, to that end, desire to have LAA assist the Districts as provided herein; and

WHEREAS, without the mutual commitment to equitably apportion support of the Supplemental Payment Program, the Districts would be unable to support that program, and without the support of the Districts, no EMS provider, including the Districts, would receive the supplemental payments; and

WHEREAS, LAA desires to provide assistance to the Districts to insure that their funding of the Supplemental Payment Program is equitably apportioned between them; and

WHEREAS, some of the undersigned districts, and others, have previously entered into one or more amended and restated Medicaid supplemental payment cooperative endeavor agreements; and

WHEREAS, the Supplemental Payment Program has evolved and been modified since the effective dates of the earlier amended and restated Medicaid supplemental payment cooperative endeavor agreements, and the Parties now desire to enter into a new agreement (this Restatement) to continue their mutual commitment to the Supplemental Payment Program and thereby continue to ensure that adequate and essential medically necessary healthcare services are accessible and available to low-income and indigent citizens and medically underserved rural populations in Louisiana;

NOW, THEREFORE, for and in consideration of the mutual promises and conditions contained herein, the parties mutually agree as follows:

1. The Districts will, with the assistance of the LAA, consult each other and determine the amount of the intergovernmental transfer (“IGT”) that each will make to LDH to support the Supplemental Payment Program.

a. The Districts will use whatever criteria they think most appropriately reflect the public purpose inherent in the IGT.

b. Nothing in this Restatement shall require any District to make an IGT or require any District to make an IGT of any specific amount. The decision regarding the amount of an IGT, including any due diligence regarding same, shall be exclusively made by each District.

c. Nothing in this Restatement shall prevent the Districts from conditioning their IGTs on the amount of IGTs made by the other Districts.

2. In order to assist the Districts in determining the total amount of IGT and the relative contributions of each, the LAA will provide the following services to the Districts:

a. Work with LDH to determine their capacity to use IGTs to fund the Supplemental Payment Program;

b. Work with LDH to estimate the payments to be made under the Supplemental Payment Program based on different funding levels;

c. Compile statistical data on the amount of Medicaid and, to the extent possible, uninsured care provided by the EMS Providers generally and the Districts in particular;

d. Assist the Districts in determining the amount of IGT, including the provision of any and all calculations and other data requested by the Districts;

e. Assist the Districts in determining whether the equitable allocation of their total support of the Supplemental Payment Program requires reallocation of funds between them, as hereinafter provided; and

f. Assist the Districts in the reallocation of funds between them, if required, as hereinafter provided.

3. Upon receipt of each payment by the Districts under the Supplemental Payment Program the LAA, in conjunction with the Districts, will determine the amount which would have been paid to each District under the Supplemental Payment Program based on the formula used to make payments to the EMS providers that are not located in large urban areas and owned by governmental entities (the “Base Payment Amount”). For each District, its Base Payment

Amount will be subtracted from the actual amount of its Supplemental Payment Program payment (the resulting amount hereinafter referred to as the “Large Urban Governmental Payment” or “LUG Payment”).

- a. If each District’s LUG Payment divided by its IGT amount yields the same result (within one-tenth of one (0.1%) percent), then the relative support of the Districts shall be considered equitable and no reallocation of funds between the Districts shall be required.
 - b. If each District’s LUG Payment divided by its IGT amount yields results which differ between Districts by more than one-tenth of one (0.1%) percent, then:
 - i. Each District shall, within three (3) business days of receipt of written notice from LAA, transfer the amount of its LUG Payment (the “LUG Transfer”) to an account designated by LAA in said notice, so that those payments can be equitably reallocated between the Districts to reflect the relative amount of each District’s support of the Supplemental Payment Program.
 - ii. LAA shall calculate each District’s percentage of the total IGT transferred to LDH (“IGT Percentage”), and shall transfer to each District, within three (3) business days of receipt as collected funds of all LUG Transfers:
 - A. the portion of the total of all LUG Transfers equal to each District’s IGT Percentage (these payments to the Districts hereinafter “LUG Allocations”) plus
 - B. such amounts as are necessary to compensate each District for fees paid under its Member Affiliation Agreement with the LAA (“Affiliation Agreement”) attributable to LUG Transfers that exceed LUG Allocations.
4. Each District which has entered into an Affiliation Agreement with the Louisiana Ambulance Alliance, LLC, agrees to be bound by the terms thereof.
 5. In the event that any payments under the Supplemental Payment Program are recouped by LDH, CMS or any other governmental agency, the Districts agree to indemnify and hold each other harmless to the extent that they received LUG Allocations in excess of their LUG Transfers.
 6. This Restatement shall be effective and binding between the Parties to cover all time periods within which the Parties participate in the Supplemental Payment Program and will remain in effect for a period of one (1) year from the effective date stated in the preamble. .
 7. Termination.
 - a. This Restatement may be terminated as follows:

i. By any party, without cause, upon giving one hundred twenty (120) days advance written notice to the other parties. Termination shall in no way relieve any Party of any obligation that has accrued prior to termination or with respect to any Supplemental Payment Program or other funds received in connection with this Restatement.

ii. By any party immediately upon written notice to the others in the event that the Supplemental Payment Program is materially modified by CMS or is permanently discontinued by LDH.

iii. By any party, in the event of a change in any applicable law or regulation, or in the controlling interpretation of any applicable law or regulation, which renders any material obligation of that party invalid, unenforceable or illegal, upon thirty (30) days written notice to the other, provided that the parties agree during the thirty (30) day period to negotiate in good faith on an amendment to cure the issue which is the basis of the notice.

iv. In the event of a material default by any party, upon thirty (30) days written notice by a non-defaulting party to the defaulting party, unless the defaulting party has cured the default prior to the expiration of the thirty (30) day notice period.

b. Any District's rights and obligations under this Restatement may be terminated, without cause, upon giving one hundred twenty (120) days advance written notice to the other parties. Such termination shall in no way relieve any Party of any obligation that has accrued prior to the effective date of the termination or with respect to any Supplemental Payment Program or other funds received in connection with this Restatement. Further, such withdrawal from the Restatement shall not terminate the Restatement as to the remaining Parties.

8. The parties shall first attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Restatement, or the breach thereof (a "Dispute"), through good faith negotiations. If the parties are unable to resolve the Dispute through negotiations within forty-five (45) days after receipt of written notice of a Dispute from any party, the parties in conflict agree to submit the Dispute to non-binding mediation. Such mediation shall be conducted in East Baton Rouge Parish, Louisiana as soon as practicable and in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules for Mediation. Each party shall bear its own costs and expenses and an equal share of the mediator's fees and administrative fees of mediation, if any. If the parties cannot resolve the Dispute through mediation within ninety (90) days of the conclusion of the forty-five (45) day period, any such

unsatisfied party shall be free to file suit in any Louisiana state court in which venue is proper, subject to the provisions of Section 9, below.

9. TO THE EXTENT ALLOWED BY LAW, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING HEREUNDER. All disputes arising under or out of this Restatement shall be resolved either through mediation or, if litigated in any court, in a bench trial before a judge sitting as the trier of fact and of law.

10. Miscellaneous

(a) Representations of the Parties. By execution of this Restatement, each party hereto executing this Restatement (each referred to as the "Executing Party") represents and warrants as follows:

(i) This Restatement has been duly authorized, executed and delivered by the Executing Party and represents a legal, valid and binding agreement of that party and is enforceable against that party in accordance with its terms;

(ii) The execution, delivery and performance of this Restatement and consummation of it by the transactions contemplated hereby do not (i) require the consent, waiver, approval, license or authorization of any person that heretofore has not been obtained; (ii) conflict with or result in a default under, or create, a lien upon any of the property or assets of that party pursuant to any agreement or instrument; or (iii) violate any judicial or administrative decree, regulation or other restriction of any kind or character to which the Executing Party is a party or by which the Executing Party or any of its assets may be bound;

(iii) There are no actions, suits or proceedings pending or threatened against the Executing Party, at law or in equity, or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality that would, if decided adversely, have a materially adverse effect on that Executing Party or its business;

(iv) Neither the Executing Party nor any of its officers, directors or employees have been excluded from participating in any federal or state health care program or debarred or suspended from contracting with any governmental agency.

(v) Non-Solicitation. The Executing Party swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to

solicit or secure this Restatement. The Executing Party has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Restatement.

(vi) Convicted Felon Statement. The Executing Party swears that it complies with all applicable city codes including, in the case of New Orleans, City Code § 2-8(c). No principal, member, or officer of the Executing Party has been convicted of or pled guilty to a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records in the past five years.

(vii) Audit and Other Oversight. The Executing Party will abide by all applicable city codes including, in the case of New Orleans, City Code §2-1120 and including without limitation City Code §2-1120(12), which require the Executing Party to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Restatement. In signing this Restatement, the Executing Party agrees that it is subject to the jurisdiction of the non-breaching Districts' choosing including, in the case of New Orleans, the jurisdiction of the Orleans Parish Civil District Court, for purposes of challenging a subpoena.

(b) Confidentiality. Except to the extent otherwise required by Title 44 of the Louisiana Revised Statutes and/or any other applicable federal or state statutes, rules and regulations, this Restatement and the attachments are confidential documents provided, however, that Districts and LAA may share these documents with any of their owners, directors, employees or agents. To the extent allowed by law, the parties agree to hold these documents confidential and will not disclose paper or electronic copies to any outside parties without express written permission from the other parties. The parties to this Restatement agree that copies of the Restatement may be given to all banks in which accounts are opened. LAA agrees not to share the specific amounts being received or being paid by the Districts under this Restatement with any third party (except for the Louisiana Rural Ambulance Alliance or any Member participating in the Supplemental Payment Program) without the prior written consent of the District concerned. In addition, LAA agrees not to use any information about the Districts and its participation in the Medicaid payment methodology for any purpose other than the implementation of such methodology.

(c) Publicity. No Party to this Restatement shall originate any publicity, news release or other public announcement, about, related to or arising out of this Restatement, without the prior written consent of the other Parties.

(d) No Referrals. It is not a purpose of this Restatement to induce or encourage the referral of patients. The parties agree that the benefits to each of the parties hereunder do not require, are

not payment or inducement for, and are not in any way contingent upon the admission, referral or any other arrangement for the referral of any patient. Nothing in this Restatement will be construed as a solicitation, receipt, offer, or payment of any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, in return for referring an individual for the furnishing of any item or service or for arranging or recommending such for which payment may be made, in whole or in part, by Medicare, Medicaid, or any other governmental medical program.

(e) Notices. Any notice shall be deemed to have been received on the date which is: (i) the date of proper posting, if sent by certified U.S. mail or by Express U.S. mail or recognized overnight courier; or (ii) the date on which sent, if sent by facsimile transmission, with confirmation and with the original to be sent by certified U.S. mail or recognized overnight courier, addressed as provided on that parties signature page, attached hereto. Any party hereto may change its address specified for notices herein by designating a new address by notice to the other party.

(f) Access to Books and Records. Pursuant to Section 1861(v)(1)(I) of the Social Security Act, until the expiration of four (4) years after the expiration of this Restatement, the parties shall make available to one another, upon written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Restatement, books, documents and records of the respective party that are necessary to verify the terms of this Restatement and any transfers occurring between the parties. This provision shall survive the termination or expiration of this Restatement.

(g) Assignment. This Restatement shall not be assignable by any of the parties hereto without the written consent of all other party.

(h) Entire Agreement. The Parties hereto acknowledge that this Restatement, including the Exhibits and documents incorporated by reference, sets forth the entire agreement and understanding of the Parties hereto as to the subject matter hereof, supercedes any prior agreement on the subject, and shall not be subject to any change of modification except by the execution of a written instrument subscribed to by the Parties hereto. This Restatement shall supersede all previous communications, representations or understandings, either oral or written, between the Parties relating to the subject matter hereof. Inasmuch as this Restatement does not automatically renew, it may be renewed by execution of an additional Restatement with a later effective date, in which event the agreement between the Parties shall be continuous and effective.

(i) No Third Party Beneficiary. Nothing in this Restatement, express or implied, is intended to confer on any person other than the parties hereto, or their respective successors, assigns and

legal representatives any rights, remedies, obligations or liabilities under or by reason of this Restatement.

(j) Severability. If any clause, phrase, sentence or provision of this Restatement is illegal, invalid or unenforceable (in whole or in part) under present or future laws effective during the Restatement term or any extension thereof, then and in that event, it is the intention of the parties hereto that the remainder of this Restatement shall not be affected by the illegal, invalid or unenforceable portion and it is also the intention of the parties to this Restatement that in lieu of each clause, phrase, sentence or provision of this Restatement that is illegal, invalid or unenforceable, there be added as a part of this Restatement a clause, phrase, sentence or provision as similar in terms to such illegal, invalid or unenforceable clause, phrase, sentence or provision as may be possible, but that is legal, valid, and enforceable.

(k) Relationship of Parties. The parties hereto acknowledge that the relationship created herein shall be as independent contractors, and not partners or joint venturers, and as such each shall remain professionally and economically independent of each other.

(l) No Rule of Construction. The parties acknowledge that this Restatement was initially prepared by LAA solely as a convenience and that all parties and their counsel hereto have read and fully negotiated all language used in this Restatement. The parties acknowledge that because all parties had an opportunity for their counsel to participate in negotiating and drafting this Restatement, no rule of construction shall apply to this Restatement which construes ambiguous or unclear language in favor of or against any party.

(m) Cooperation. The parties hereto shall reasonably execute and deliver such further documents and do such further acts and things as shall be reasonably necessary to effectuate the purposes of this Restatement. This provision shall survive the termination or expiration of this Restatement.

(n) Amendment. Any oral agreement in conflict with any of the terms of this Restatement shall be without force or effect. All amendments to this Restatement shall be in writing, executed by the parties or their respective successors in interest.

(o) Governing Law. This Restatement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions. This provision shall survive the termination or expiration of this Restatement.

(p) Counterparts. This Restatement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(q) Prohibition Against Financial Interest in Restatement. No elected official or employee of the Executing Party shall have a financial interest, direct or indirect, in this Restatement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Executing Party, will render this Restatement voidable by the and shall entitle the non-violating party to recover pursuant to any rights and remedies available to the Executing Party, all monies paid by the non-violating party to the Executing Party pursuant to this Restatement without regard to the Executing Party's satisfactory performance.

[Signatures on following pages]

THUS DONE AND SIGNED by the undersigned party on the ____ day of _____,
20__.

LOUISIANA AMBULANCE ALLIANCE, INC.

Name: Donna Newchurch

Title: CEO

Notice Information

Louisiana Ambulance Alliance, Inc.:

Louisiana Ambulance Alliance
Attn: Donna Newchurch
5010 Hwy 1
Napoleonville, LA 70390

With a copy to counsel:

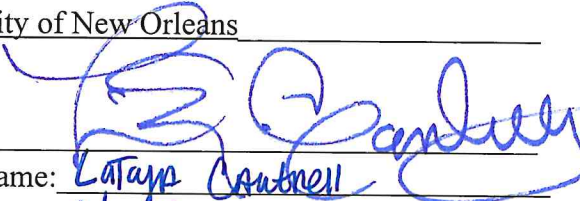
Gregory D. Frost
Breazeale, Sachse & Wilson, LLP
301 Main Street, Suite 2300
Baton Rouge, LA 70802

THUS, DONE AND SIGNED by the undersigned parties on the date stated above.

City of New Orleans

Name:

Title:


LaTanya Cantrell
Mayor

Accepted:

LOUISIANA AMBULANCE ALLIANCE, INC.

Name: Donna Newchurch

Title: CEO

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans