

K23-991

Second Amendment to
Ambulance Provider Services Agreement

This Second Amendment to Ambulance Provider Services Agreement ("**Amendment**") is entered into by and between the Louisiana Ambulance Alliance IPA, LLC ("**IPA**") and the undersigned Ambulance Provider ("**Ambulance Provider**").

WHEREAS, IPA and Ambulance Provider previously entered into an Ambulance Provider Services Agreement ("**Agreement**"); and

WHEREAS, Section 7.1 of the Agreement provides that "IPA may, from time to time, amend this Agreement by providing notice of the amendment to Ambulance Provider...."

THEREFORE, pursuant to the authority granted by Section 7.1 of the Agreement, and the notice thereof previously provided to Ambulance Provider, the Parties agree as follows:

1. Section 2.2.2 is hereby amended as follows:

2.2.2 Release of Claims Relating to Percentage Determination. Ambulance Provider hereby waives, forgives, and releases any right or claim it may have, now or in the future, against IPA and its officers, directors, employees, agents, members, and managers, based on or related to, directly or indirectly, the calculation of the Percentage. Without limiting the foregoing, Ambulance Provider specifically authorizes IPA to select and incorporate into the calculation of the Percentage any data, or subset thereof, from any historical period, which IPA deems appropriate.

2. Section 7.2 is hereby amended as follows:

7.2 Authorization. Attached as Exhibit C is data relating to Ambulance Provider's eligibility and FMP Payments. In addition to other authority granted to IPA herein, Ambulance Provider hereby authorizes IPA to complete, execute and deliver to MCOs or their agents, on behalf of Ambulance Provider, electronic funds transfer agreements, IRS Form W-9, and other documents, and to agree to the terms, conditions and obligations therein consistent with the terms and conditions of this Agreement, as are necessary for payment from MCOs to Ambulance Provider, provided that (a) IPA completes such documents consistent with the information provided by Ambulance Provider on Exhibit C and (b) IPA provides a copy to Ambulance Provider simultaneously with delivering same to the MCO.

3. This Amendment shall be effective on the 1st day of April 2023 or two (2) days after delivery to Ambulance Provider, whichever is later ("**Amendment Effective Date**"), provided Ambulance Provider does not object as provided in Section 7.1. In the event of such a written objection, this Amendment shall be null and void.

4. Terms defined in the Agreement and not otherwise defined in this Amendment shall have the meaning stated in the Agreement.

5. Except as expressly stated herein, the terms of the Agreement remain in full force and effect.

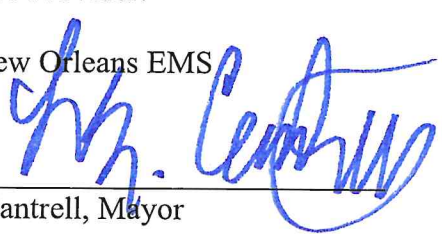
IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to Ambulance Provider Services Agreement to be executed and delivered as of the ____ day of _____, 2023.

Louisiana Ambulance Alliance IPA, LLC

Donna Newchurch, CEO

Ambulance Provider:

City of New Orleans EMS



LaToya Cantrell, Mayor

Date of Agreement: 10-24-23

Form and Legality Approved:
Law Department

By:  _____