K21-126

# INTERGOVERNMENTAL TRANSFER AGREEMENT

**BETWEEN**

***CITY OF NEW ORLEANS***

**And**

**LOUISIANA DEPARTMENT OF HEALTH**

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This Intergovernmental Transfer Agreement ("IGT") is entered into by and between the Louisiana Department of Health ("LDH") and CITY OF NEW ORLEANS. This IGT is to fund supplemental payments for emergency services provided by ambulance providers to support the unique role these providers perform in the Louisiana healthcare delivery system for the Medicaid population.

1. In accordance with the Centers for Medicare and Medicaid Service ("CMS") approved Louisiana Medicaid State Plan amendments TN #11-23 related to supplemental payments for certain emergency ambulance services, ***CITY OF NEW ORLEANS*** agrees to transfer institutional funds to LDH to be used as Medicaid matching funds for the purpose of making emergency ambulance supplemental payments and providing the State with additional resources to assist in the medical costs to the State within 9-306 Medicaid Vendor Payments Program.

2. In agreeing to transfer institutional funds to LDH, CITY OF NEW ORLEANS understands that LDH intends to use these funds as the state's share in claiming Federal Financial Participation ("FFP") for use in the program and agrees that in transferring institutional funds to LDH, CITY OF NEW ORLEANS certifies that any such funds are Public Funds, as described in 42 C.F.R. 433.51 and are not disqualified for use as the state's share in claiming FFP, such as provider-related donations, non-allowable health care-related taxes, and non-allowable Federal funds. Should any portion of the transferred funds be discovered to not be permissible as the state's share in claiming FFP, whether before or after such use for this purpose, CITY OF NEW ORLEANS agrees to defend, indemnify, and hold LDH harmless for any loss that results from the use of such funds as the state's share in claiming FFP.

3. As permitted by State and Federal laws and regulations, LDH agrees to make supplemental Medicaid payments to ambulance providers. The total supplemental payments will include the "non-federal share" and the "federal funds" generated by the "non-federal share" payments. The total amount of the supplemental payment is intended to reimburse all or part of the difference between the Medicaid payments otherwise made to these qualifying providers and the Average Community Rate for these services.

4. Payments will be made by LDH in accordance with the established timelines and billing dates and rules and/or regulations that apply to the "Ambulance Supplemental Payments Program".

5. Should CMS or the State disallow any portion of the federal funds made available for any supplemental payment, then, in order to restore all parties to the position they were in prior to the transaction generating the disallowance, ***CITY OF NEW ORLEANS*** hereby agrees to return to LDH an amount equal to the "federal funds" identified in the disallowance minus any amounts sent to support schedule 9-306 Medicaid

Vendor Payments for that period that is in proportion to the percentage of "federal funds" disallowed for that period.

**IN WITNESS WHEREOF**, the parties understand that by signing this agreement they hereby agree to the terms and conditions set forth herein.

This 11TH day of MAY, 2021.

NOTE: UNLESS LDH IS INFORMED OTHERWISE, THE AGREEMENT WILL BE IN EFFECT FOR ONE YEAR FOLLOWING THE SIGNATURE DATE.

***CITY OF NEW ORLEANS***

**By:** _____
(Signature)

**Name:** LaToya Cantrell
(Type or Print)

**Title:** Mayor
(Type or Print)

**WITNESSES:**

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**STATE OF LOUISIANA, DEPARTMENT OF HEALTH:**

**By:** _____
(Signature)

**Name:** _____
(Type or Print)

**Title:** _____
(Type or Print)

**WITNESSES:**

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**FORM AND LEGALITY APPROVED:**

_____
Law Department, City of New Orleans