K21-1197

First Amendment to
Ambulance Services FMP Participation Agreement

This First Amendment to Ambulance FMP Agreement ("**Amendment**") is made this 22nd day of November, 2021 ("**Effective Date**") between Louisiana Ambulance Alliance IPA, LLC, a Louisiana limited liability company ("**IPA**"), and AmeriHealth Caritas Louisiana, Inc., a Louisiana corporation ("**Plan**"), and City of New Orleans ("**Ambulance Provider**") (IPA, Ambulance Provider, and Plan are collectively referred to herein as jointly the "Parties").

BACKGROUND

WHEREAS, the Louisiana Department of Health ("LDH") is responsible for the Medical Assistance Program, Title XIX of the Social Security Act, including the administration of state and federal funds in furtherance of the Medical Assistance Program ("**Medicaid Program**");

WHEREAS, LDH administers the Medicaid Program, in part, through the Healthy Louisiana (f/k/a Bayou Health) Program and has contracted with the Coordinated Care Network prepaid organizational model Medicaid Managed Care Organizations (collectively, "**MCOs**");

WHEREAS, effective July 1, 2015, LDH began paying to MCOs a PMPM increase over the base rate designated as "ambulance funds" for reimbursement of emergency medical transportation services (the "**FMP**");

WHEREAS, in order to effectuate LDH's implementation and payment of the pool of FMP funds available to ambulance service companies, IPA was created, IPA and Ambulance Provider entered into an Ambulance Service Provider Agreement ("**PSA**"), and the Parties entered in an Ambulance FMP Agreement ("**Agreement**");

WHEREAS, the Parties now desire to enter into this Amendment to clarify the effective date, term, and renewal of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows:

1. Section 6 of the Agreement is hereby amended to read as follows:

6. Term and Termination

6.1 Duration. This Ambulance FMP Agreement shall be in effect from the Effective Date through June 30, 2022 (the **"Term"),** and shall remain in effect unless otherwise terminated as provided herein, until all FMP Payments through the period of June 30, 2022 are made.

6.2 Renewal. Either party may renew this Agreement by sixty (60) days advanced written notice to the other. Should the party receiving notice of renewal wish to not renew, it shall send written notice thereof to other party within thirty (30) days of receipt of notice of renewal. Plan acknowledges that the PSA authorizes IPA to authorize

and execute on behalf of Ambulance Provider renewals of contracts such as the Agreement.

6.3 Continuous Effectiveness. The Parties acknowledge that the Agreement has been continuously in effect since the original Effective Date.

6.4 Change in Law. Any Party shall have the right to terminate this Agreement in order to comply with any legal order, rule, or regulation issues by a federal or state department, agency or commission, or any provision of law, including any rule or regulation which invalidates or is inconsistent with the terms of this Agreement, which would cause one of the Parties to be in violation of the law, rule or regulation. In such even in the opinion of a Party, the Parties agree to discuss in good faith a resolution, amendment or termination of this Agreement.

2. All other terms and conditions of the Agreement not referenced in this Amendment shall remain in full force and effect.

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

4. This Amendment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below:

AmeriHealth Caritas Louisiana, Inc. (Plan)

By: _____

Title: _____

Date: _____

Louisiana Ambulance Alliance IPA, LLC (IPA)

By: _____

Title: _____

Date: _____

City of New Orleans (Ambulance Provider)

By: LaToya Cantrell

Title: Mayor

Date: November 22, 2021

FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans