

K21-1196

**First Amendment to
Ambulance Provider Services Agreement**

This First Amendment to Ambulance Provider Services 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 City of New Orleans ("**Ambulance Provider**") (IPA and Ambulance Provider 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, IPA is comprised of or contracts with one or more ambulance service companies that provide emergency ambulance services to Medicaid enrollees;

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 and, on or around August 17, 2016, the Parties entered into an Ambulance Service Provider 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 2.3 of the Agreement is hereby amended to read as follows:

2.3 Assistance with Direct Contracting. IPA shall assist Ambulance Provider to contract directly with the MCOs consistent with the terms of this Agreement, including authorization and execution of renewals of such contracts on behalf Ambulance Provider. In the event of such renewal, IPA shall give Ambulance Provider at least ten (10) days advanced written notice of its intention to authorize renewal on behalf of Ambulance Provider, stating the intended date of such authorization, and Ambulance Provider shall have approved such authorization unless it provides IPA with written objection at least three (3) days prior to the specified date of intent to authorize. Each such contract shall from time to time be attached hereto as Exhibit B.2 and be a part of this Agreement. To

the extent that any provision in an MCO Agreement is inconsistent with this Agreement, the terms of the MCO Agreement shall control.

2. Section 6.1 of the Agreement is hereby amended to read as follows:

6.1 Term, Renewal, and Continuous Effectiveness.

6.1.1 Term. This Agreement shall have an initial term of one (1) year beginning on the January 1, 2021.

6.1.2 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.

6.1.3 Continuous Effectiveness. The Parties acknowledge that the original Effective Date of the Agreement was August 17, 2016, and that the Agreement has been continuously in effect since that date.

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:

IPA

By: _____

Title: _____

Date: _____

Ambulance Provider

By: 

Title: Mayor

Date: November 22, 2021

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans