

K21-1199

**First Amendment to
Ambulance FMP Amendment to Provider Agreement**

This First Amendment to Ambulance FMP Amendment to Provider Agreement ("**Amendment**") is made this _____ day of _____, 2022 ("**Effective Date**") between Louisiana Ambulance Alliance IPA, LLC, a Louisiana limited liability company ("**IPA**"), and Louisiana Healthcare Connections, 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 Amendment to 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 8 of the Agreement is hereby amended to read as follows:

8. Term

a. 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.

b. 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. Ambulance Provider shall provide written notice to Plan at least ten (10) days prior to the effective date of Ambulance Provider's revocation of the IPA's authority to execute renewals on behalf of Ambulance Provider.

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

d. Change in Law. Any Party shall have the right to terminate this Amendment, without liability, in order to comply with any legal order issued by a federal or state department, agency or commission, or any provision of law which invalidates or is inconsistent with the terms of this Amendment, which would cause one of the parties to be in violation of law (the "Change in Law"). Either party may exercise its rights under this provision by providing notice to the other party promptly upon identifying a potential issue that may constitute a Change in Law. Such notice shall: (i) be in writing, (ii) state that the party believes an issue exists which has given or may give rise to the occurrence of a Change in Law, and (iii) specifically identify such issue. Upon receipt of the notice, the Parties shall meet to discuss possible ways to cure the problem, which may give rise to termination or amendment under this Paragraph 7. Either prior to or promptly after delivering the notice, the Party providing notice of such potential Change in Law shall seek a legal written opinion of an independent health care attorney from a nationally recognized health law practice. If the Parties cannot agree on a cure within thirty (30) days of receipt of the opinion of counsel required by this Paragraph 7, any Party shall have the right to terminate this Amendment, without liability, following the expiration of sixty (60) days written notice to the other Parties or earlier if mandated by law.

e. Right to Terminate. Except as otherwise provided herein, notwithstanding anything herein to the contrary, any Party may terminate this Amendment without cause by providing the other party sixty (60) days written notice.

f. No Obligation. In the event of termination of this Amendment, Plan is not obligated to make any Net FMP Amount payments to IPA and/or Provider.

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:

Louisiana Healthcare Connections, Inc. (Plan)

By: _____

Title: _____

Date: _____

Louisiana Ambulance Alliance IPA, LLC (IPA)

By: _____

Title: _____

Date: _____

City of New Orleans (Ambulance Provider)

By: _____

Title: CAO

Date: 4/22/2022

FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans