

The Purchasing Memo

Date: October 10, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Brian Moya^{BM}, Fire Chief; Sten Johnson^{sj}, Assistant Fire Chief

Subject: Inter-Governmental Transfer of Funds to Health Care Authority

Vendor Name: Health Care Authority

Munis Vendor Number: 11103

ITEM AND ISSUE:

The Fire Department respectfully requests your review and approval to enter a Memorandum of Agreement with the NM Health Care Authority to facilitate an Inter-Governmental Transfer of funds. This for the purpose of participation in the NM Ambulance Supplemental Payment Program.

The Fire Department respectfully requests your review and approval for a payment in total amount of \$833,228.51 as an Inter-Governmental Transfer (IGT) for a one-year term, Calendar Year 2025. The IGTs will be invoiced and paid quarterly as detailed in the MOA to the New Mexico Health Care Authority (HCA).

CONTRACT NUMBER:

The FY26 Munis contract number is 3260198.

BACKGROUND AND SUMMARY:

The Fire Department has been an early adopter of a program now approved for government operated ambulance services to participate in a supplemental payment program from Medicaid.

The City pays the IGT of \$833,228.51 to HCA. HCA applies the funds as a grant share to draw down supplemental payment from Medicaid. The supplemental payment then comes back to the City in total amount of \$2,942,191.06.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Emergency Services Admin/1000021

Munis Object Name/Number: Miscellaneous Expenses/564000

Budget Officer / Designee: Andy Hopkins **Date:** 10/17/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

This is a transaction with a governmental agency, Health Care Authority.

Chief Procurement Officer (CPO)/Designee:  _____ **Date:** 10/20/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

MOA with Health Care Authority

Procurement document: Exemption Determination/Email

BAR

MCO Total Allotment Projections Utilizing Medicaid Managed Information System (MMIS) Managed Care Office (MCO) Trips

MCO Total Allotment Projections Utilizing MMIS MCO Trips*			
Provider	CY25 Total Allotment (Weighted Average Cost per Transport)	CY25 IGTs Needed Using Weighted Average	CY25 Net New Federal Funding Using Weighted Average
Albuquerque Fire Rescue	\$ 1,648,625.00	\$ 466,890.60	\$ 1,181,734.40
Artesia Fire Department	\$ 892,445.43	\$ 252,740.55	\$ 639,704.88
Bernalillo County Fire Rescue	\$ 500,920.98	\$ 141,860.82	\$ 359,060.16
Clovis Fire Department	\$ 3,849,990.39	\$ 1,090,317.28	\$ 2,759,673.11
Gallup Fire Department	\$ 1,005,680.44	\$ 284,808.70	\$ 720,871.74
Las Cruces Fire Department	\$ 819,514.40	\$ 232,086.48	\$ 587,427.92
Moriarty Fire Department	\$ 272,531.72	\$ 77,180.98	\$ 195,350.74
Sandoval County Fire Department	\$ 1,794,487.04	\$ 508,198.73	\$ 1,286,288.31
Santa Fe City Fire Department	\$ 2,942,191.06	\$ 833,228.51	\$ 2,108,962.55
Santa Fe County Fire Department	\$ 1,905,802.82	\$ 539,723.36	\$ 1,366,079.46
Socorro Fire Department	\$ 1,199,523.43	\$ 339,705.03	\$ 859,818.40
Total	\$ 16,831,712.70	\$ 4,766,741.04	\$ 12,064,971.66

RE: Determination request

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Date Tue 9/30/2025 5:52 PM

To CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>

Cc JOHNSON, STEN A. <sajohnson@santafenm.gov>

Greetings,


Government to government services/goods are exempt per NMSA Section, 13-1-98 (A).

- A. procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections [13-1-135](#) through [13-1-137](#) NMSA 1978;

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

 [Book time to meet with me](#)

<https://santafenm.gov/finance-2/purchasing-1>

Vendor Registration Sites and Current Procurement Opportunities:

[Current] <https://santafenm.munisselfservice.com/vss/>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Sent: Tuesday, September 30, 2025 5:49 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Subject: Determination request

Hey Travis,

We are requesting a determination for *Round 3* term (covers period Jan-Jun 2025) to a Memorandum of Agreement (MOA) that establishes an Intergovernmental Transfer (IGT) to NM Healthcare Authority. The MOA will allow Fire Department to participate in the NM Ambulance Supplemental Payment Program to recover costs of emergency response from Medicaid.

P.s. For reference, attached you will find the determination Chief Johnson sent you in July earlier this year for *Round 2* (covers period Jul-Dec 2024) in July 2025. FYI, that MOA was fully executed 9/03/2025.

Thank you,



Toniette Candelaria Martinez
Fiscal Administrator
505-955-3109
200 Murales Road
Santa Fe, NM 87501
www.santafenm.gov/fire-department



Services Offered to the City of Santa Fe (2024)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) constitutes an agreement between the **New Mexico Health Care Authority (HCA)**, and **City of Santa Fe Fire Department** collectively referred to as the “Parties,” regarding the implementation of Ambulance Supplemental Payment Program (ASPP). The ASPP is approved and administered in accordance with Centers for Medicaid Services (CMS) managed care regulations, 42 C.F.R. § 438 regarding State-Directed Payments. See SDP Identifier NM_Fee_Oth_Renewal_20250101-20251231.

I. DEFINITIONS

- A. Intergovernmental Transfers or IGTs means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433, Subpart B. In this MOA, the “IGT Provider” is the City. The IGT Provider must comply with applicable provisions of 42 CFR Part 433, Subpart B.
- B. Medicaid means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations, as administered in New Mexico by the Agency. In this MOA the “Agency” is HCA.
- C. CMS means Centers for Medicaid Services.
- D. EGAS means Emergency Ground Ambulance Services.
- E. MCO means Managed Care Organization, New Mexico Medicaid Managed Care or Turquoise Care.
- F. MMIS means Medicaid Management Information System.

II. GENERAL PROVISIONS

- A. The IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed \$833,228.51. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the ASPP. Schedule of IGT provider transfers for CY25:

Amount of Transfer	Period Involved	Date of Transfer
\$208,307.13	Jan 1 – Mar 31, 2025	April 30, 2025
\$208,307.13	Apr 1 – June 30, 2025	July 30, 2025
\$208,307.13	Jul 1 – Sept 30, 2025	October 31, 2025
\$208,307.12	Oct 1 – Dec 31, 2025	January 31, 2026

- B. The IGT Provider will sign and return this MOA to the Agency.
- C. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed \$833,228.51. The IGT Provider will transfer payments to the Agency in the following manner:
 - i. The Agency will bill the IGT Provider when payment is due.
 - ii. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this MOA in accordance with public records laws and established retention schedules.
- D. ASPP EGAS providers will be paid a supplemental payment on a quarterly basis tied to MMIS claims data utilization. Supplemental payments will be based on the calculated average cost per transport, derived from the required annual cost reports submitted by ASPP EGAS providers for the prior year.
- E. ASPP EGAS providers will fund the state share in the form of IGTs. Each provider will have a fully executed Memorandum of Agreement consenting to the terms of the IGTs.
- F. Upon CMS approval, supplemental payments will be distributed retroactively to January 1, 2025, effective date, then on a quarterly cadence.

III. AUDITS AND RECORDS

- A. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this MOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
- B. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel, if applicable.
- C. IGT Provider agrees to comply with applicable public record inspection and retention laws for public records related to this MOA.

IV. RETENTION OF RECORDS

- A. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this MOA for a period of six years after termination of this MOA, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings.

- B. Persons duly authorized by the Agency and federal auditors will have full access to and the right to examine any records and documents arising from this MOA. The rights of access in this section will not be limited to the required retention period but will last as long as the records are retained. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this MOA.

V. ASSIGNMENT AND SUBCONTRACTS

The IGT Provider agrees to neither assign the responsibility of this MOA to another party nor subcontract for any of the work contemplated under this MOA without prior written approval of the Agency. No approval by the Agency of any assignment or subcontract will be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this MOA. All assignments or subcontracts shall be subject to the conditions of this MOA and to any conditions of approval that the Agency shall deem necessary.

VI. AMENDMENT

This MOA may only be amended upon a written instrument signed by the parties.

VII. ASSURANCES

- A. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non- uninsured, and non-underinsured activities.
- B. IGT Provider agrees the following provision will be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this MOA:

Funding provided in this agreement will be prioritized so that designated IGT funding must first be used to fund the Medicaid program and used secondarily for other purposes.

VIII. TERM

- A. The duties under this MOA will be performed from January 1, 2025, through December 31, 2025, and this MOA terminates June 30, 2026, which includes the states certified forward period.

B. This MOA may be executed in multiple counterparts, each of which will constitute an original, and each of which will be fully binding on the party signing at least one counterpart.

Local Intergovernmental Transfers	
Program / Amount	
Estimated IGTs	\$833,228.51
Total Funding Not to Exceed	\$833,228.51

IN WITNESS THEREOF, the parties execute this Memorandum of Agreement.

HEALTH CARE AUTHORITY

By: _____ Date: _____
Kari Armijo, HCA Cabinet Secretary

By: _____ Date: _____
Carolee Graham, HCA Chief Financial Officer

Approved by General Counsel:

By: _____ Date: _____
John Emery, HCA General Counsel

CITY OF SANTA FE FIRE DEPARTMENT

_____ Date: _____

Approved by:

_____ Date: _____

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

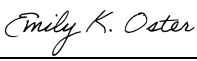
ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:


ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


EMILY OSTER, FINANCE DIRECTOR