

Memorandum of Agreement No. 25-630-8000-0120

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) constitutes an agreement between the New Mexico Health Care Authority (HCA), and the 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_New_20240701-20241231.

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 \$583,620.26. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the ASPP.**
- 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 \$583,620.26. The IGT Provider will transfer payments to the Agency in the following manner:**

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- 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 July 1, 2024, effective date.

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.

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 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

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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 July 1, 2024, through December 31, 2024, and this MOA terminates December 31, 2025, 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	\$583,620.26
Total Funding Not to Exceed	\$583,620.26

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

HEALTH CARE AUTHORITY

DocuSigned by: Kari Armijo
By: Kari Armijo, HCA Cabinet Secretary Date: 9/17/2025

DocuSigned by: Carolee Graham
By: Carolee Graham, HCA Chief Financial Officer Date: 9/8/2025

Approved by General Counsel:

DocuSigned by: Mark Reynolds
By: Mark Reynolds, HCA General Counsel Date: 9/17/2025

CITY OF SANTA FE

Alan Webber
Alan Webber, Mayor Date: 09/03/2025

ATTEST:

Andrea Salazar
ANDREA SALAZAR, CITY CLERK ASL
GB MTG 08/27/25

CITY ATTORNEY'S OFFICE:

Francis King
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR