

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COMMUNITY FOUNDATION, THE CITY OF SANTA FE,
AND SANTA FE COUNTY REGARDING
A Shared Wellness Fund for CONNECT, a Joint City and County Partnership to Address
Social Determinants of Health

THIS MEMORANDUM OF AGREEMENT (“Memorandum”) is entered into on this 29th day of September, 2021, by and between SANTA FE COMMUNITY FOUNDATION (“SFCF”), the CITY OF SANTA FE, a municipal corporation (“CITY”) and SANTA FE COUNTY, a political subdivision of the state of New Mexico (“COUNTY”).

RECITALS:

WHEREAS, the vision of CONNECT is for all residents of the City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being; and

WHEREAS, the City’s Community Services Department and the County’s Community Services Department have formalized their partnership through CONNECT on November 10th, 2020 through City MOU #20-0629 (SFC Agreement No. 2020-0239-CSD/MM); and

WHEREAS, CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need; and

WHEREAS, Social Determinants of Health (SDOH) are conditions in the places where people live, learn, work, and play that affect a wide range of health and quality-of-life risks and outcomes; and

WHEREAS, the City and County recognize the need to address SDOH that impact health outcomes for residents and do so by building a robust and responsive network; and

WHEREAS, the CONNECT network is built with collaboration, transparency and respect among navigators, organizations and CONNECT leadership; and

WHEREAS, the SFCF desires to support the goal of CONNECT and is willing and qualified to accept donations and grants on behalf of CONNECT through a shared Wellness Fund to address emergent unmet SDOH of City and County residents; and

WHEREAS, in the future, the City and/or County have the option to also contribute to the Wellness Fund.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PURPOSE. The City's Community Services Department, the County's Community Services Department and SFCF desire to formalize the creation of a CONNECT Wellness Fund (the "Wellness Fund") to address unmet emergent community needs in which SFCF is willing to serve as a fiscal agent of the Wellness Fund.

2. SCOPE. The purpose of this Memorandum is to outline roles and responsibilities of the City, County and SFCF for the management and administration of the Wellness Fund.

A. SFCF will:

- 1) Serve as the primary fiscal agent of the Wellness Fund. This duty includes the collection and strict accounting of all contributions and gifts to the Wellness Fund. Checks to the Wellness Fund shall be written to "Santa Fe Community Foundation" with "CONNECT Wellness Fund" noted in the memo line. Wire transfers require SFCF to provide the ABA routing transit number information. For wire transfers, SFCF will also need to know the name of the donor and the details of the transfer, and any other information that is not provided through the banking system.
- 2) Obtain the County and City's concurrence with SFCF's review and determination regarding approval of invoices received and reimbursements or payments from the Wellness Fund.
- 3) With concurrence and approval of the City and County, pay invoices for appropriate and approved expenses pursuant to the protocol in Exhibit A, or any subsequent versions. For payments and reimbursements, copies of receipts and an itemized expense report shall be provided by Navigators and CONNECT partners who are requesting reimbursement or payment from the Wellness Fund. Invoices may also be submitted for direct reimbursement to vendors. SFCF will issue checks weekly. An authorized representative of SFCF and the Wellness Fund, who cannot also be the SFCF representative who signed the check, must approve all outgoing payments and reimbursements.
- 4) SFCF's duties include
 - a) Providing tax-exemption confirmation for qualified donors;
 - b) Receive foundation and government grants related to CONNECT;
 - c) Timely payment of grants, invoices, and reimbursements, including financial oversight;
 - d) Submission of reports to foundation donors per their requirements (narrative reports prepared by CONNECT operations team, financial reports prepared by SFCF finance staff);
 - e) Quarterly activity and donor reports;
 - f) Inclusion of the Fund in the SFCF audit and Form 990 reporting;
 - g) 1099 tracking and reporting;
 - h) Donor acknowledgement of gifts, with special coding to identify Fund donors; and
 - i) Online donation capability with a presence on SFCF's website and other social media.

- 5) As compensation for serving as fiscal agent and performing the above-described duties for the Wellness Fund, SFCF may receive from the Wellness Fund an administrative fee of not more than 5% of each contribution made to the Wellness Fund.

B. The City's Community Services Department shall:

- 1) Review SFCF's determination with respect to all requests for payment and reimbursements from the Wellness Fund within two weeks of receiving a completed packet from SFCF.
- 2) Provide narrative content for reports as required by funding entities;
- 3) Immediately report and notify SFCF of any problems or significant changes.
- 4) Provide data, quantitative and qualitative, and other statistical information that may be requested by SFCF.
- 5) Provide a communication strategy on accessing and donating to the Wellness Fund.

C. The County Community Services Department shall:

- 1) Review SFCF's determination with respect to all requests for payment and reimbursements from the Wellness Fund within two weeks of receiving a completed packet from SFCF.
- 2) Provide narrative content for reports as required by funding entities.
- 3) Immediately report and notify the Santa Fe Community Foundation of any problems or significant changes.
- 4) Provide data, quantitative and qualitative, and other statistical information that may be requested by SFCF.
- 5) Provide a communication strategy on accessing and donating to the Wellness Fund.

3. TERM. This Memorandum shall be in effect upon the date of last signature by the parties hereto and shall terminate June 30, 2025, unless terminated earlier by any party pursuant to Article 4 (Termination).

4. TERMINATION. This Memorandum may be terminated by any of the parties upon written notice delivered to the other parties at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. LIABILITY. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City or County in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. Neither the City nor the County, including their "public employees" as defined in the New Mexico Tort Claims Act, waive sovereign immunity, nor waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. APPROPRIATIONS. The City and County's performance of the duties under this Memorandum are contingent upon sufficient appropriations and authorization being made by the City Council for the City's, and the Santa Fe County Board of County Commissioners for the County's, performance of this Memorandum. If sufficient appropriations and authorization are not made by the City or County's respective governing council or board, this Agreement shall terminate immediately upon written notice being given by the City or County to the other parties. The City or County's decision as to whether sufficient appropriations are available shall be accepted by the other parties and shall be final.

8. THIRD PARTY BENEFICIARIES. By entering into this Memorandum, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City, County and SFCF. No person shall claim any right, title or interest under this Memorandum or seek to enforce this Memorandum as a third party beneficiary.

9. ASSIGNMENT. None of the parties shall assign or transfer any interest in this Memorandum or assign any claims for money due or to become due under this Memorandum without the prior written approval of the other parties.

10. AMENDMENT. This Memorandum shall not be altered, changed, or amended except by an instrument in writing signed by all parties.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

Sep 30, 2021

DATE

ATTEST:



KRISTINE BUSTOS MIHELICIC, 
CITY CLERK
GB MTG 09/29/2021

Sep 30, 2021

DATE

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 27, 2021 13:08 MDT)

SENIOR ASSISTANT
CITY ATTORNEY

Aug 27, 2021

DATE

APPROVED FOR FINANCES:

Mary McCoy

MARY T. MCCOY
FINANCE DIRECTOR

Sep 30, 2021

DATE

SANTA FE COUNTY:

Katherine Miller

Katherine Miller
Santa Fe County Manager

8.18.2021
Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

August 13, 2021
Date

Finance Division:

Yvonne S. Herrera

Yvonne S. Herrera
Finance Director

8/16/2021
Date

SANTA FE COMMUNITY FOUNDATION:



CHRISTOPHER GOETT
PRESIDENT & CEO

8/23/21
DATE



KEVIN, SOKOL-WHITE,
VICE PRESIDENT FOR FINANCE
& OPERATIONS

8/26/21
DATE

Exhibit A

CONNECT Program protocol for use of Flexible Funds

The Flexible Fund

The Flexible Fund is available on a reimbursement basis to respond to an enrolled person's emerging or immediate crisis involving housing, transportation, utilities, access to food, personal safety, or other unmet Social Determinants of Health (SDOH), and activities related to achieving the goals in a navigation plan. A list of pre-approved uses is attached.

Other uses may be allowed by prior written approval of the County. Flexible Funds are intended to serve as the payor of last resort and should not be used to supplant other available funding sources. Flexible Funds can be used for episodes that are time limited. The Navigator must demonstrate a source of ongoing funding to avoid repeated use of Flexible Funds by the same individual for the same purpose.

When distributing Flexible Funds, Navigators are encouraged to exercise discretion and be innovative. To extend the available funds Navigators should seek community partners to donate or partially fund the purchase and encourage the individual to contribute to the extent possible.

Any person enrolled in the CONNECT network/program is eligible to benefit from Flexible Funds. There is no limit on the number of items, frequency, or amount per contract year of Flexible Funds that an individual may receive, except that a person may not receive funds for the same item more than once from the same partner organization, and the navigation service cannot expend or commit more funds than are present in the account for Flexible Funds at the time of the request. There is a cap of \$25,000 per enrolled individual in their lifetime.

A Navigator may obtain an item with Flexible Funds and provide the item to the individual, or accompany the individual and pay for an item or service with Flexible Funds. A Navigator cannot give Flexible Funds directly to an individual to pay for an item or service.

Flexible Funds cannot be used for any purpose not specified in this protocol. The disbursement of Flexible Funds are tracked in the *Unite Us* System. There is a Flexible Fund Assessment in the platform to document expenditures. Receipts must be uploaded into the platform and correspond with the invoice submitted to the City or County. The receipts must be titled with the name of the individual, the date and the service category of the expenditure and uploaded within the reporting term that the purchase is made. Best practice for documenting Flexible Fund expenditures is within 24 hours. Please refer to the Network Standards for a detailed description of how to document expenditures in the *Unite Us* platform.

It is the responsibility of each organization to review these protocols regularly. Terms are subject to change.

If you have any questions regarding this policy, contact:

COUNTY: Jennifer Romero, jnromero@santafecountynm.gov

CITY OF SANTA FE: Julie Sanchez, jjsanchez@santafenm.gov

HOUSING:	YES	NO:
	Rent	Security Deposit
	Sleeping mat	Tent
	Sleeping bag	
	Mold remediation	
	Pest removal	
	Housing repairs or safety modifications such as plumbing and water leaks, electrical, heat, oven, hot water repairs, smoke detectors or grab bars	
	Fees for identification needed to obtain housing	

TRANSPORTATION:Bus pass
Fuel for vehicles
Uber and Lyft gift cards
Fees for driver's license or identification needed to obtain license
Vehicle repairs and parts to keep vehicle roadworthy
Car seat
Vehicle insurance (one time)
Bicycle parts and repair
Gas card (identification required for use)

UTILITIES: Emergency cell phone
Pellets
Firewood
Propane
Fan
Gas, Electric or water bill payment (one time)
Flashlight
Fees for identification needed to obtain utilities
Smoke and carbon monoxide detectors

FOOD: Groceries
Hot meal
MoGro membership
Baby formula
Breast feeding supplies
Pre-natal vitamins
Fees for identification needed for SNAP application
Grocery card (identification required for use)

INTERPERSONAL

SAFETY: One-way train, bus fare for safe destination
Emergency hotel (up to one week)

Court fees such as filing fees for new birth certificate, social security card,
and ID/ driver's license
Asylum application fee
Fee for name change needed for safety

OTHER:

Weather-appropriate clothing
Expenses related to education and securing employment (e.g.,
registration fees, clothing for work, cap and gown for graduation)
Childcare assistance

***Flexible Funds cannot be used to pay medical bills, prescriptions and durable
medical equipment.***