

MEMORANDUM OF AGREEMENT
BETWEEN UNITED WAY OF NORTH CENTRAL NEW MEXICO, 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 ("MOA") is entered into on this 20 day of January, 2022, by and between UNITED WAY OF NORTH CENTRAL NEW MEXICO ("UWNCNM"), 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 (CSFCSD) and the County's Community Services Department (SFCCSD) have formalized their partnership through CONNECT through City MOU No.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, UWNCNM desires to join the City and County to support the vision of CONNECT and is willing and qualified to accept donations and grants on behalf of CONNECT through a shared Wellness Fund, the funds from which will be used to address the SDOH of City and County residents.

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

1. PURPOSE. The CSFCSD, SFCCSD and UWNCNM desire to formalize the creation of a CONNECT Wellness Fund (the "Wellness Fund") to address SDOH of the community and UWNCNM is willing to serve as a fiscal agent for the Wellness Fund.

2. SCOPE. The purpose of this MOA is to outline roles and responsibilities of the CSFCSD, SFCCSD and UWNCNM for the management and administration of the Wellness Fund.

A. UWNCNM will:

- 1) Be the primary fiscal agent of the CONNECT Wellness Fund. This duty includes the collection and accurate accounting of all contributions and gifts to the CONNECT Wellness Fund.
- 2) UWNCNM agrees that all grants, charitable contributions, and gifts which it receives intended to benefit CONNECT and its program will be reported as contributions to UWNCNM as required by law. UWNCNM further agrees to acknowledge receipt of any such grant, charitable contribution or gift in writing and to furnish evidence of UWNCNM's status as an exempt organization under Section 501(c)(3) to the donor, upon request. Both UWNCNM and CONNECT agree to notify the other immediately of any change in their respective tax-exempt status.
- 3) Any donations or gifts of funds including checks to the CONNECT Wellness Fund shall be written to "United Way of North Central New Mexico" with "CONNECT Wellness Fund" noted in the memo line. Wire transfers require UWNCNM to provide the ABA routing transit number information. For wire transfers, UWNCNM will require the donor's name and all the details of the transfer and any other information that is not provided through the banking system.
- 4) Obtain the CSFCSD and SFCCSD's concurrence with UWNCNM's review and determination regarding approval of invoices received and reimbursements or payments from the Wellness Fund.
- 5) With concurrence and approval of the CSFCSD and SFCCSD, 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. UWNCNM will issue checks weekly. An authorized representative of UWNCNM and the Wellness Fund, who cannot also be the UWNCNM representative who signed the check, shall approve all outgoing payments and reimbursements.
- 6) UWNCNM's duties also include
 - a) Provide tax-exemption confirmation for qualified donors;

- b) Provide a “text-to-donate” number for public marketing;
 - c) Receive foundation and government grants related to CONNECT;
 - d) Timely payment of grants, invoices, and reimbursements, including financial oversight;
 - e) Submit reports to donors per their requirements (narrative reports prepared by CONNECT operations team, financial reports prepared by UWNCNM finance staff);
 - f) Prepare quarterly activity and donor reports;
 - g) Include the Wellness Fund in the UWNCNM audit and Form 990 reporting;
 - h) Perform 1099 tracking and reporting;
 - i) Provide donor acknowledgement of gifts, with special coding to identify Wellness Fund donors; Offer online donation capability with a presence on UWNCNM’s website and other social media; and
 - j) Provide administrative support on an as available basis to CONNECT.
- 7) As compensation for serving as fiscal agent and performing the UWNCNM’s duties for the CONNECT Wellness Fund under this MOA, UWNCNM will charge or invoice the CSFCSD and SFCCSD for fees and costs related to UWNCNM’s administrative costs for CONNECT and duties performed as fiscal agent of the Wellness Fund. The fee related to administrative support will be no more than 10%. Fees and costs will be calculated, invoiced and paid to UWNCNM at the end of each quarter, based on actual receipt of revenue received for the quarter and paid by the end of the following month.

B. CSFCSD shall:

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

C. The SFCCSD shall:

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

D. The CSFCSD and the SFCCSD may also contribute to the Wellness Fund.

3. TERM. This MOA shall be effective upon the date of last signature by the parties hereto

and shall terminate June 30, 2026, unless terminated earlier by any party pursuant to Article 4 (Termination).

4. TERMINATION. This MOA 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 this MOA. Each party shall be liable for its actions in accordance with this Agreement.

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the CSFCSD or SFCCSD in connection with this MOA 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 CSFCSD nor the SFCCSD, 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 CSFCSD and SFCCSD's performance of the duties under this MOA are contingent upon sufficient appropriations and authorization being made by the City Council for the City, and the Santa Fe County Board of County Commissioners for the County. If sufficient appropriations and authorization are not made by the CSFCSD or SFCCSD's respective governing council or board, this MOA shall terminate immediately upon written notice being given by the CSFCSD or SFCCSD to the other parties. The CSFCSD or SFCCSD'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 MOA the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CSFCSD, SFCCSD and the UWNCNM. No person shall claim any right, title or interest under this MOA or seek to enforce this MOA as a third party beneficiary.

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

10. AMENDMENT. This MOA 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

Jan 14, 2023

DATE

ATTEST:



KRISTINE BUSTOS MIHELICIC, *JK*
CITY CLERK
GB MTG 01/11/2023

Jan 20, 2023

DATE

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Dec 12, 2022 16:10 MST)
SENIOR ASSISTANT
CITY ATTORNEY

Dec 12, 2022

DATE

APPROVED FOR FINANCES:



Emily K. Oster (Jan 14, 2023 08:02 MST)

EMILY OSTER DATE
FINANCE DIRECTOR

Jan 14, 2023

SANTA FE COUNTY:



GREGORY S. SHAFFER
SANTA FE COUNTY MANAGER

11/23/2022


DATE

APPROVED AS TO FORM:

Roberta D. Joe for J.Y.
JEFF YOUNG DATE
SANTA FE COUNTY ATTORNEY

November 21, 2022

FINANCE DIVISION:

 For YSH
YVONNE S. HERRERA
FINANCE DIRECTOR


November 22, 2022
DATE

UNITED WAY OF NORTH CENTRAL NEW MEXICO:


RODNEY PRUNTY
PRESIDENT & CEO

12.8.22
DATE

APPROVED AS TO FORM:


LORNA M. WIGGINS
ATTORNEY

12/12/22
DATE


SHIRLEY MITCHELL
INTERIM CHIEF FINANCIAL OFFICER

12/8/22
DATE






City of Santa Fe, New Mexico


Memorandum



DATE: December 20, 2022

TO: Alan Webber, Mayor

VIA: Emily Oster, Finance Department Director
 Kyra Ochoa, Community Health and Safety Department Director 
 Maria Sanchez-Tucker, Community Services Department Director 
 Julie Sanchez, Youth and Family Services Division Director 

FROM: Christa Hernandez, Youth and Family Services Program Manager 

ITEM AND ISSUE:

Request for the Approval of a Memorandum of Agreement with no funding attached to establish a formal relationship between the City of Santa Fe, Santa Fe County and United Way of North Central New Mexico to further the vision of CONNECT via the creation of a shared CONNECT Wellness Fund; (Christa Hernandez, chernandez@santafenm.gov and 505-955-6728)

BACKGROUND AND SUMMARY:

The City of Santa Fe and Santa Fe County formalized a partnership for CONNECT on November 10th, 2020, through City MOU #20-0629 (SFC Agreement No. 2020-0239-CSD/MM). CONNECT is a network of navigators at clinics, community service organizations and city and county programs which link people to the services and resources they need to address Social Determinants of Health. 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. Both 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 navigation network.

United Way of North Central New Mexico desires to support the vision of CONNECT and is willing and qualified to accept donations and grants on behalf of CONNECT through the creation of a shared CONNECT Wellness Fund. The funds from which will be used to address emergent unmet SDOH of City and County residents.

PROCUREMENT METHOD:

Memorandum of Agreement with no funding attached.

PROJECT LEDGER NUMBER:

N/A

FUNDING SOURCE:

The funding source is:
 N/A

ACTION REQUESTED:

The Community Services Department and Youth and Family Services Division respectfully requests your review and approval.

Santa Fe County Purchasing Process Request Form

Date Submitted:	10/21/22	Requesting User Agency:	Community Services Department/HCAP
Name & Phone of Contact Person:	Jennifer Romero 995-9555 or Gina Capener 992-9830		
Contract Tracking #/Buyer (Purchasing)	2023-0091-CSD/BT Bill - 6373	BCC Approval? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please indicate date	No

AGENCY REQUEST: (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

The Community Services Department requests signature approval for the attached MOA between the City of Santa Fe, United Way of Central New Mexico (UWCNM) and Santa Fe County to allow for the development of a wellness fund. The MOA would allow the creation of a CONNECT Wellness Fund to address unmet emergent community needs in which UWCNM will serve as a fiscal sponsor. The MOA has been reviewed and has signature approval by City of Santa Fe legal and UWCNM CEO.

Does this request require IT approval? Yes No **If yes, is the approved work order attached?** Yes No

PURCHASING STATUS: Requesting County signatures, then City, then UWCNM to finalize. -BT

FINANCIAL / BUDGETARY INFORMATION: (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

<u>Grants</u>	<u>Capital, Fund & Cost Center Approval</u>	<u>Budget Approval:</u>
Is this grant related? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a capital project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes: provide fund(s) _____	Capital approval: _____	
Grant approval: _____	Fund/Cost Center approval: _____	

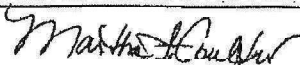
Please provide account number(s) for this request:

There will not be funding attached to this MOA.

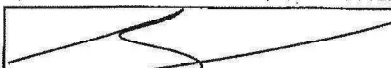
LEGAL FORM: (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

LEGAL APPROVAL: (sign and date)

FINANCE DIRECTOR APPROVAL: (sign and date)

 11-22-2022

COUNTY MANAGER APPROVAL: (sign and date)

 Gregory S. Shaffer, SFC County Manager 11/23/2022

ATTACH NEEDED DOCUMENTS (Purchase Requisition, Justification Memo & Documentation (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC memorandum, Price Agreement used (SPA, GSA, etc.))