

**MEMORANDUM OF AGREEMENT
BETWEEN LIFE LINK
AND SANTA FE COUNTY**

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into on this 22nd day of March, 2022, between THE LIFE LINK ("Life Link"), and SANTA FE COUNTY ("County"), a political subdivision of the state of New Mexico.").

RECITALS:

WHEREAS, LEAD-Santa Fe County includes the creation of two funds designated as a Wellness Fund and a Recovery and Temporary Housing Fund. These funds follow CONNECT Navigation Protocols and are subject to County-approved protocols (see Exhibit A); and

WHEREAS, on June 19, 2018, the County and Life Link entered into Agreement No. 2018-0349-B-CSD/MM ("Agreement") as part of the Accountable Health Community/ CONNECT navigation services initiative by the Santa Fe County Community Services Division ("CSD"); and

WHEREAS, CSD also developed CONNECT Navigation Protocols for FY 2019, and updated in FY 2021, and the Navigation Protocols include the creation of a fund designated as Flexible Funds, which are funds that may be accessed to cover certain costs and expenses within each social determinant of health pathway; and

WHEREAS, on December 1, 2021, the Santa Fe County Board of County Commissioners passed Resolution No. 2021-99, *A Resolution to Budget the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program ("COSSAP") Grant #2020-AR-BX- 0119 from the State of New Mexico Behavioral Health Services Division*, for the COSSAP Program in the total amount of \$127,777.00 in carry over funds. CSD, through LEAD-Santa Fe County, wishes to make some of these funds available to Life Link for the purposes, and in accordance with the terms and conditions, set forth in this Memorandum; and

WHEREAS, LEAD-Santa Fe County includes the creation of the Community Outreach Fund to pay for participation of people with lived experience at Community Leadership Team quarterly meetings; and

WHEREAS, pursuant to NMSA 1978, Section 13-1.98.1 (B) (Hospital and health care exemption, the Procurement Manager determines that the procurement of these services with this Memorandum were deemed to be exempt from a competitive solicitation because they are part of the County's Accountable Health Community Initiative; and

WHEREAS, the County requires the Life Link's services, and Life Link is willing to Agreement No. 2022-0140-CSD/MM 2 serve as a fiscal intermediary for LEAD-Santa Fe County Wellness, Recovery and Temporary Housing and Community Outreach Funds using CONNECT Flexible Fund Protocols as guidance.

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

1. **PURPOSE.** The Community Services Department desire to formalize the creation of a fiscal intermediary for the LEAD-Santa Fe County Wellness and Recovery and Temporary Housing Funds (the "Fund") to address unmet emergent community needs in which Life Link will serve as a fiscal sponsor.
2. **SCOPE.** The purpose of this Memorandum is to outline roles and responsibilities of the County and Life Link for the management and administration of the Fund.

A. Life Link shall:

1. Serve as the fiscal intermediary for the LEAD-Santa Fe County Wellness and Recovery and Temporary Housing Funds which are subject to Santa Fe County approved protocols in Exhibit A. Serve as the fiscal intermediary for the LEAD-Santa Fe County Community Outreach Fund.
2. Designate a Life Link employee to receive and process requests.
3. Provide a Check Request form to be used by LEAD-Santa Fe County case managers.
4. Pay invoices for appropriate and approved expenses pursuant to Santa Fe County approved protocols in Exhibit A.
5. Issue checks to vendors weekly. In the case of an emergency, requests must be submitted by 2:00 p.m. for payment by 5:00 p.m. of the same day within 24 hours. The Life Link representative will approve all outgoing payments and provide a monthly itemized invoice to the LEAD-Santa Fe County program manager for reimbursement.

B. The County shall:

1. Follow CONNECT Flexible Fund protocols and provide a copy of current protocols to Life Link.
2. Ensure case managers submit electronically or by appointment the following: Check Request form, and supporting documentation to Life Link employee by 2:00 p.m. in order to receive a check by 5:00 p.m. on the same day or within 24 hours.
3. Review, approve or deny items not on the approved protocols as requested Life Link and/ or the LEAD-Santa Fe County case manager. Items not included on the approved protocol will be sent to the LEAD program manager for review and a determination will be made within 24 hours.
4. Upon receipt of the invoice from Life Link, the LEAD-Santa Fe County program manager will review, approve and begin process for payment within seven calendar days.

5. Pay Life Link a 4% administrative fee of payments made to vendors as compensation for serving as fiscal intermediary and performing the above mentioned duties for LEAD-Santa Fe County.

DELIVERABLES

A. The Life Link shall complete the following Deliverables:

1. Pay invoices for appropriate and approved expenses pursuant to Santa Fe County approved protocols in Exhibit A.
2. Provide a monthly itemized invoice to the LEAD-Santa Fe County program manager.

3. FUNDING

A total of **\$122,512.00** is available to reimburse Life Link for eligible costs and services performed from the effective date of this Memorandum to December 31, 2022.

Reimbursement shall be distributed as follows:

- Housing Funds \$93,600.00 (inclusive of 4% administrative fee)
- Wellness Funds \$27,040.00 (inclusive of 4% administrative fee)
- Community Outreach \$1,872.00 (inclusive 4% administrative fee)

4. **TERM.** This Memorandum shall be effective as of the date of last signature by the parties and shall terminate December 31, 2022, unless terminated earlier by a party pursuant to Article ~~4~~⁵ (Termination). yfl

5. **TERMINATION.** This Memorandum may be terminated by any of the parties upon written notice delivered to the other party 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.

6. **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.

7. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the 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. The County, including its "public employees" as defined in the New Mexico Tort Claims Act, does not 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.

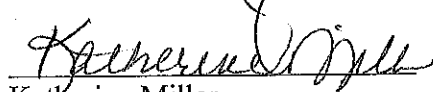
8. **APPROPRIATIONS.** The County's performance of the duties under this Memorandum are contingent upon sufficient appropriations and authorization being made by the Santa

Fe County Board of County Commissioners for the County's, performance of this Memorandum. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to Life Link. The County's decision as to whether sufficient appropriations are available shall be accepted by Life Link and shall be final.

9. **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 County and Life Link. No person shall claim any right, title or interest under this Memorandum or seek to enforce this Memorandum as a third party beneficiary.
10. **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 parties.
11. **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.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

3.22.22
Date

Approved as to form:

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

March 3, 2022
Date

Finance Division:


Yvonne S. Herrera
Finance Director

3/7/2022
Date

THE LIFE LINK:



(Signature)

3/3/22

Date

Michael DeBernardi - CEO

(Print name and title)

EXHIBIT A

WELLNESS FUND PROTOCOL

The following Wellness Fund Protocol has been approved by the Santa Fe County legal department (9/17/21). This protocol mirrors the CONNECT Flexible Fund Protocol.

A Wellness Fund is available to respond to a participant's emerging or immediate crisis involving housing, transportation, utilities, access to food, personal safety, or other unmet SDOH, and activities related to achieving the goals documented in an individual service plan. A list of pre-approved uses is provided in Exhibit A.

Other uses may be allowed by prior written approval of the LEAD-Santa Fe County program manager. Wellness Funds are intended to serve as the *payor of last resort*, not to supplant other available funding sources. Wellness Funds can be used for episodes that are time limited. The case manager must demonstrate a source of ongoing funding to avoid repeated use for the same request and document in an individual service plan.

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

Any participant is eligible to receive Wellness Funds. There is no limit on the number of items or frequency per contract year of Wellness Funds that an individual may receive except as specified in Exhibit A where expenditure caps are listed. A person may not receive funds for the same item more than once from the same partner organization, and the case manager cannot expend or commit more funds than are present in the account for Wellness Funds at the time of the request. There is a cap of \$25,000 per individual in their lifetime and caps on specific items as listed in Exhibit A. Exceeding caps on certain items may be allowed with prior written approval of the LEAD-Santa Fe County program manager.

A case manager may obtain an item with Wellness Funds and give it to the individual or accompany the individual and pay for an item with Wellness Funds but cannot give Wellness Funds to the individual to pay for an item.

Wellness Funds cannot be used for any purpose not specified in this policy. The disbursement of Wellness Funds is tracked in the Unite Us platform and documented as each case is closed. 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 Wellness 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.

HOUSING: Rent (up to 3 months per calendar year) *

- Sleeping mat
- Sleeping bag
- Mold remediation
- Pest removal
- Housing repairs, appliance replacement or safety modifications related to plumbing and water leaks, electrical, heat, oven, hot water heater, smoke detectors or grab bars (\$2,000 max)
- Fees for identification needed to obtain housing
- Hotel (up to 3 months per calendar year)

NO:

- Security Deposit
- Tent

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 (\$1,500 max per vehicle)
- Car seat
- Vehicle insurance (up to 6 months)
- Bicycle parts and repair
- Gas card (identification required for use)

UTILITIES:

- Pellets
- Firewood
- Propane
- Fan
- Gas, Electric, Water Bill, Phone, Internet payment (up to 3 months)
- 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: Train, bus fare for safe destination
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, computer, cap and gown for graduation, certifications, education/vocational tuition (max \$1,000)
Childcare assistance (up to 3 months)

*12 months of housing can be paid for LEAD participants

Medical bills, prescriptions and durable medical equipment will not be paid for.