

EXHIBIT "A"

JPA 99-

JOINT POWERS AGREEMENT

BETWEEN

NEW MEXICO HUMAN SERVICES DEPARTMENT

THE NAVAJO NATION

This Agreement is entered into between THE NEW MEXICO HUMAN SERVICES DEPARTMENT (hereinafter referred to as "DEPARTMENT") for and on behalf of THE CHILD SUPPORT ENFORCEMENT DIVISION (hereinafter referred to as "DIVISION") and THE NAVAJO NATION for the period July 1, 1998 through June 30, 1999.

1. RECITALS

WHEREAS, pursuant to Title IV-D of the Social Security Act and Section 27-2-27 NMSA 1978, DEPARTMENT has been delegated responsibility for developing and administering a program to locate absent parents, to establish paternity, and to establish, enforce and modify support from absent parents of children in those cases where an assignment or an application for services has been made, and

WHEREAS, THE NAVAJO NATION has adopted a statutory framework for the administration of a child support enforcement program, the Navajo Nation Child Support Enforcement Act, whereby, THE NAVAJO NATION may contract with DEPARTMENT; and

WHEREAS, for FY 99, the CHILD SUPPORT ENFORCEMENT DIVISION of the HUMAN SERVICES DEPARTMENT has available in the contractual services category Four Hundred Forty-One Thousand Two Hundred Dollars (\$441,200.00) to contract with THE NAVAJO NATION for the operation of a child support enforcement program with offices in Crownpoint in McKinley County and Shiprock in San Juan County to provide cooperative Navajo Nation and state enforcement of child support orders; and

WHEREAS, DEPARTMENT and THE NAVAJO NATION wish to enter into this cooperative reimbursement program agreement thus availing the program of federal financial participation at the applicable matching rate; and

WHEREAS, pursuant to Title IV-D of the Social Security Act, Section 27-2-27 and Section 27-2-28 NMSA 1978, the Joint Powers Action Section 11-1-1 Section 11-1-7 NMSA 1978, Title 45 Code of Federal Regulations, Parts 302.34.303.107 and 305.34 and pursuant to two (2)

* Agent has no waiver of tribal sovereign immunity
of any kind.

N.N.C. Sub-section 824(B) (6) and resolution of THE NAVAJO NATION Intergovernmental Relations Committee authorizing this agreement, DEPARTMENT and THE NAVAJO NATION desire to enter into an agreement for THE NAVAJO NATION to provide the services enumerated herein.

NOW, in furtherance of the aforesaid objectives and in consideration of the mutual understandings and agreements hereinafter set forth, DEPARTMENT and THE NAVAJO NATION agree as follows:

II. PURPOSE AND POLICY

A. Purpose

In accordance with Title IV-D of the Social Security Act, authority and responsibility to administer the delivery of support enforcement services lies with the states and their local political instrumentalities (45 U.S.C. Section 654). Federal financial participation is available for necessary expenditures under an approved state plan for services and activities which are in conformity with the requirements of Title IV-D. States are responsible for adopting and enforcing laws and procedures which conform to state plan requirements at Title 45, Code of Federal Regulations, Part 302. DEPARTMENT and THE NAVAJO NATION hereby enter into this agreement for THE NAVAJO NATION to perform the child support enforcement activities enumerated herein.

*look up
45 U.S.C. 5654*

B. Policy

DEPARTMENT and THE NAVAJO NATION recognize that:

1. THE NAVAJO NATION has a compelling interest as a sovereign power in promoting and maintaining the integrity of THE NAVAJO NATION as a society and as a culture, and in furtherance of that interest, THE NAVAJO NATION has exclusive authority regarding the provision of child support services received by Navajo children. The parties to this agreement recognize and acknowledge that implementation of this agreement is an appropriate exercise of THE NAVAJO NATION'S authority, as a sovereign government, in matters concerning its children and their best interests.
2. Children are the most vital resource to the continued existence and integrity of THE NAVAJO NATION.
3. The STATE OF NEW MEXICO has a direct interest in protecting the cultural diversity of its citizens. THE NAVAJO NATION has a direct interest in preserving the unique value of its culture.

4. This agreement is predicated on a government-to-government relationship in a spirit of cooperation, coordination, communication, and good will.
5. It is the express intent of both parties to cooperate and to share resources and expertise in addressing the provision of child support services for Navajo children; to facilitate provision of services; and to promote cooperation among agencies dedicated to providing child support services.

C. Recognition of Adjudicatory Proceedings

In fulfilling the terms of this agreement, DEPARTMENT and THE NAVAJO NATION shall each through full faith and credit give recognition to the adjudicatory proceedings of the other with regard to child support enforcement.

III. DUTIES OF THE PARTIES

- A. The rights and obligations of the parties hereto shall be governed by the following:

DEPARTMENT and THE NAVAJO NATION will comply with Title IV-D of the Social Security Act, implementing regulations and any other applicable federal regulations and requirements. The DEPARTMENT and THE NAVAJO NATION will comply with New Mexico state statutes and policy where applicable. The DEPARTMENT and THE NAVAJO NATION will comply with NAVAJO NATION law where applicable.

THE NAVAJO NATION has its own statutory framework for child support enforcement, the Navajo Nation Child Support Enforcement Act. The statute, as well as the regulations promulgated thereunder, policies and procedures under which they are administered shall be in compliance with the requirements of Title IV-D of the Social Security Act and all other applicable federal statutes and regulations.

In Navajo cases brought pursuant to this Agreement within the Navajo Nation these regulations, policies and procedures supersede the DIVISION'S regulations, policies and procedures at such time as THE NAVAJO NATION policies and procedures are adopted by THE NAVAJO NATION government. Any provision of this agreement making reference to the DIVISION'S regulations, policies and procedures shall be superseded by the adoption of THE NAVAJO NATION regulations, policies and procedures in Navajo cases brought pursuant to this agreement within the Navajo Nation. Prior to implementation of regulation, policies and procedures, THE NAVAJO NATION will coordinate all changes with the DIVISION, which will coordinate with the Federal Office of Child Support Enforcement, to ensure compliance with federal regulations.

B. THE DEPARTMENT SHALL:

- I. Provide THE NAVAJO NATION reasonable technical assistance, training, policy, and

support necessary to accomplish the purposes of this agreement in compliance with Title IV-D requirements.

2. Training for THE NAVAJO NATION staff will be provided by DEPARTMENT. To ensure uniformity in policy and procedures, DEPARTMENT will provide a minimum of 40 hours training annually to THE NAVAJO NATION staff engaged in the delivery of child support services. THE NAVAJO NATION agrees to ensure that all employees engaged in the delivery of child support services are made available for 40 hours of DEPARTMENT training during the period of this agreement. DEPARTMENT agrees to train new employees of THE NAVAJO NATION staff during the term of this agreement for a total of 80 additional hours.

3. Pay genetic and blood testing costs.

C. THE NAVAJO NATION SHALL:

1. Enact statutes, including but not limited to, support guidelines and income wage withholding, and other laws and regulations which are required by Title IV-D of the Social Security Act and related federal statutes or regulations. Projected time frames are stated in the Project Plan which is attached hereto as Appendix A. THE NAVAJO NATION agrees to coordinate changes with the DIVISION, prior to implementation.

2. Indemnify, defend, and hold harmless the Child Support Enforcement Division, Human Services Department, State of New Mexico, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Navajo Nation employees or agents, subcontractors, laborers, and any other person, association, partnership, entity or corporation furnishing or supplying work, services, materials, or supplies (hereafter "NAVAJO NATION PERSONNEL") in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, association, partnership, entity or corporation who may be injured or damaged by THE NAVAJO NATION PERSONNEL in the performance of this agreement. THE NAVAJO NATION shall indemnify DEPARTMENT and the state for any loss it suffers due to wrongful acts or negligence by NAVAJO NATION PERSONNEL in connection with the performance of this agreement.

3. Pursuant to the performance by THE NAVAJO NATION of this agreement, if DEPARTMENT is held liable for any loss, damage, costs, or other expense arising from this agreement by reason of failure by THE NAVAJO NATION to meet any requirement of the federal regulations as promulgated currently or amended in the future; by discovery through any certified audit, or by reason of THE NAVAJO NATION's failure to properly account for time expended, money collected or failure to follow federal regulations/requirements of the IV-D program, THE NAVAJO NATION agrees that DEPARTMENT may recoup its loss by withholding any and all funds payable under this agreement or any renewal or successor agreement, or by virtue of an award rendered pursuant to the Disputes Section of this agreement to the extent of the liability, loss, damage, cost, or other expense incurred by DEPARTMENT.

4. Subject to payment from the DEPARTMENT in accord with Section IV, provide the following services necessary to establish and enforce support obligations on all cases under Title IV-D of the Social Security Act: wherein the alleged absent parent resides within the Navajo Reservation or a Navajo custodial parent chooses to access IV-D services through the Navajo Nation Child Support Enforcement Program.

- 1) Conduct investigations to locate absent parents.
- 2) Use Parent Locate Services, including, but not limited to the Motor Vehicle Division, New Mexico Employment Security Division, Human Services Department Income Support Division, Credit Reporting Agencies, State Parent Locate Unit and Federal Parent Locate Services, in appropriate cases. DEPARTMENT will, whenever possible, locate the responsible parent before the case is referred to THE NAVAJO NATION.
- 3) Prepare and conduct all investigative activity and legal actions necessary to:
 - a. Establish paternity;
 - b. Establish support obligations;
 - c. Enforce and modify support obligations;
 - d. Secure and enforce medical support;
 - e. Secure and enforce liens, income withholdings, bonds, and/or other security in appropriate cases;
 - f. Collect spousal support when a support order has been established for the spouse, the spouse is living with the child, and a child support order is being enforced under the Title IV-D plan;
 - g. Cooperate with other states in establishing paternity, locating absent parents, and securing and enforcing orders;
 - h. Establish and monitor cases to recover amounts due to the state for AFDC or public assistance reimbursement, and/or the custodial party.
- 4) Enter administrative and/or court orders for arrearages accrued or reduced to judgment in a timely manner to permit certification for federal tax intercept (tax refund offset).
- 5) Determine financial ability and property assets of absent parents who owe duties of support and pursue collection of past due child support by executing liens and seizing property in a manner authorized by Navajo Nation law.
- 6) Collect payments from absent parents and maintain necessary records related thereto.
- 7) Maintain current and accurate information in Navajo Nation and DIVISION'S case files and/or in the DIVISION'S automated data system.

- 8) Enter daily into the DIVISION'S data system all child support payments collected. THE NAVAJO NATION shall comply with the provisions of Title 45 Code of Federal Regulation, Part 305.38. The NAVAJO NATION will establish procedures pursuant to applicable federal regulations.
- 9) Subject to payment from the DEPARTMENT in accord with Section IV, provide sufficient staff to deliver all services required to fully comply with Title IV-D of the Social Security Act, and current and subsequent regulations promulgated thereunder.
- 10) Subject to payment from the DEPARTMENT in accord with Section IV, provide adequate staff to ensure that mandated time frames and other requirements of federal program standards, as defined herein and in applicable federal statutes and regulations, are met as provided in the Project Plan, Appendix A. The following goals are established in paragraphs a,b,c and d below.
 - a. Within 90 calendar days of locating the alleged father or noncustodial parent:
 - 1) Establish a support order, or
 - 2) complete service of process necessary to commence proceedings to establish a support order.
 - b. Actions to establish support orders must be completed from the date of service of process to the time of disposition within the following time frames:
 - 1) 75% in 6 months; and
 - 2) 90% in 12 months.

"Disposition" is defined as the date on which a support order is officially established and/or recorded or the action is dismissed.
 - c. In cases where long-arm jurisdiction is used and disposition occurs within 12 months of the date of service of process, the case may be counted as successful within the 6 month tier of the time frame, regardless of when disposition occurs within the 12 months....
 - d. Follow case management time frames as defined by federal statute and the Code of Federal Regulations, including, but not limited to Title 45 Code of Federal Regulations, Parts 303.2(a), 303.2(b), 303.3(b)(3), 303.3(b)(4), 303.7, 303.3(b)(5), 303.3(c), 303.4(d), 303.5(a)(1), 303.5(a)(2).
 - 1) Maintain eight office hours per day Monday through Friday, excluding holidays observed by the federal, State of New Mexico and NAVAJO

NATION governments. Make hours of operation known to the public. THE NAVAJO NATION agrees to advertise the availability of child support enforcement services in accordance with Title 45 Code of Federal Regulations, Part 302.30.

5. Subject to payment from the DEPARTMENT in accord with Section IV, provide facilities, furniture and equipment for operation of the Navajo Nation Child Support Enforcement Program.

IV. PAYMENTS

The following provisions shall govern all payments of money under this agreement:

A. Amount of Agreement

In consideration of THE NAVAJO NATION'S performance under this agreement, DEPARTMENT will pay to THE NAVAJO NATION an amount which shall not exceed the \$441,200.00 money available for FY99 to the Child Support Enforcement Division of the Human Services Department in its contractual services category.

* Based on agreement between representatives of the federal government, the New Mexico Child Support Enforcement Division and THE NAVAJO NATION, it is the understanding of the parties that federal financial participation will be made available and that the state funding will be matched at the appropriate federal financial participation rate. The DEPARTMENT does not guarantee the federal financial participation (FFP). In the event federal participation is not provided, the NAVAJO NATION and the DEPARTMENT shall renegotiate their duties under this agreement.

B. Reimbursement of Costs

1. As limited by Article IV(A) above, THE NAVAJO NATION shall claim from DEPARTMENT reimbursement of THE NAVAJO NATION'S actual expenditures incurred pursuant to this agreement as follows:
 - a. THE NAVAJO NATION shall present its claims to DEPARTMENT not later than the 30th day of the month following the month the expense was paid, on forms as DEPARTMENT may prescribe. Upon receipt of the claims, DEPARTMENT will, within thirty (30) days, verify and process payment.

V. BUDGET

THE NAVAJO NATION'S program budget is attached to this agreement as Appendix B. The total amount of the budget and scope of services is dependent on federal financial participation.

VI. PERFORMANCE STANDARDS

A. DEPARTMENT shall conduct a Performance Review of THE NAVAJO NATION Child Support Enforcement Program on an annual basis to ensure compliance with applicable federal regulations. The Performance Review shall include but not be limited to a statistical measure of mandatory casework activities and meeting of federal performance time frames.

B. In order to be found in substantial compliance with the federal criteria outlined in Title 45, Code of Federal Regulations, Parts 302, 303, and 305, standards for performance must be met in seventy-five percent (75%) of the cases eligible for each criterion in THE NAVAJO NATION'S caseload, or under the prevailing audit conditions set by the federal government. The cases reviewed will be selected from a sample of all cases eligible for each required activity during the period under review, as determined by reports of THE NAVAJO NATION cases drawn from DEPARTMENT'S automated data system.

C. The Performance Review shall also include an assessment of the effectiveness and efficiency of THE NAVAJO NATION Child Support Enforcement Program's internal operations and procedures.

D. IF THE NAVAJO NATION is found not to be in substantial compliance in seventy-five percent (75%) of the cases for each criterion, or under the prevailing audit conditions set by the federal government, and/or if the Performance Review Team Report notes other deficiencies as stated above, THE NAVAJO NATION, with the assistance of the Performance Review Team, must develop and submit a Corrective Action Plan to the Contract Administrator of the DIVISION, within thirty (30) working days of receipt of the final Performance Review Team Report. The Contract Administrator must approve or reject the Corrective Action Plan within thirty (30) working days of submission. Failure to comment within the thirty (30) working day time frame will result in automatic approval of the Corrective Action Plan. A follow-up review will be conducted within ninety (90) working days following approval of the Correction Plan to determine if THE NAVAJO NATION has achieved compliance in the areas previously failed and made improvement in accordance with the Correction Action Plan. A Corrective Action Plan for each subsequent finding of noncompliance must be prepared by THE NAVAJO NATION and the Performance Review Team and submitted within thirty (30) working days of the issuance of the final report and approved as outlined above.

E. Before termination pursuant to this Performance Standards Section, a written warning must be given to THE NAVAJO NATION, followed by the thirty (30) working day corrective Action period as outlined above.

F. The DEPARTMENT'S Performance Reviews do not relieve the Navajo Nation of its responsibility to indemnify the DEPARTMENT pursuant to Article III.C.2.

VII. STATUS OF CONTRACTOR

THE NAVAJO NATION and its agents and employees are independent contractors performing professional services for DEPARTMENT and are not employees of the State of New Mexico. They shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this agreement.

THE NAVAJO NATION shall not purport to bind DEPARTMENT, its officers or employees nor the State of New Mexico to any obligation not expressly authorized herein unless DEPARTMENT has expressly given THE NAVAJO NATION authority to do so in writing.

V. II. CONFIDENTIALITY

A. The parties will share all available information necessary to implement this agreement. The parties will be responsible for safeguarding this information in accordance with all relevant federal legislation and regulations, including but not limited to, Title 45, Code of Federal Regulations, Part 303.21, Title 45, Code of Federal Regulations, Part 303.70 and 26 U.S.C. 6103 (p) (4). The information received by either party in the execution of The Navajo Nation Child Support Enforcement Program shall be used exclusively for the purposes of that program.

B. The parties are bound by all applicable federal laws and regulations as to confidentiality regarding IV-D clients. Strict confidentiality of all client data must be maintained, and client information furnished to either party used only to carry out the purposes of this agreement.

C. The parties will notify each other promptly of any unauthorized acquisition or use of client information or other confidential information. If such is discovered, the discovering party will promptly furnish the other party the full details of the unauthorized activity and assist the other party in investigating and preventing the recurrence thereof.

IX. OWNERSHIP OF PROPERTY

A. TANGIBLE PROPERTY

1. THE NAVAJO NATION shall obtain prior approval from DEPARTMENT before making any capital purchase for furniture and equipment costing \$1,000.00 or more. DEPARTMENT and THE NAVAJO NATION agree that purchases shall be made in compliance with the Navajo Nation Business Preference Law, 5 N.N.C. Section 201, et. seq., and other applicable NAVAJO NATION law.

2. THE NAVAJO NATION agrees that any furniture, equipment, or supplies purchased under the terms of this agreement will be maintained and used solely for the operation of The Navajo Nation Child Support Enforcement Program.

3. DEPARTMENT authorizes THE NAVAJO NATION to use all items purchased by THE NAVAJO NATION under this agreement during the term of this or a successor agreement. A depreciation schedule must be maintained for all capital purchases. In the event of the termination or failure to renew this agreement, DEPARTMENT will relinquish equity in a capital purchases made by the NAVAJO NATION under this agreement with current amortized value of less than \$5,000. For those capital purchases whose current amortized value is \$5,000 or greater, THE NAVAJO NATION shall have the option to pay DEPARTMENT equity that has not been depreciated in capital purchases or relinquish control thereof to DEPARTMENT.

4. THE NAVAJO NATION further agrees to maintain and administer, in accordance with good business practices, a program for the maintenance, repair, protection and preservation of property, facilities and equipment purchased by THE NAVAJO NATION in the performance of this agreement.

B. INTELLECTUAL PROPERTY

1. DEPARTMENT reserves a royalty-free non-exclusive license to use and authorize others to use all copyrightable or copyrighted materials resulting from this program which is developed by DEPARTMENT to include, but not be limited to, software, software modifications, programs and computer documents used in computer and support enforcement systems.

X. TERMINATIONS

This agreement may be terminated by either party by giving written notice of such termination and specifying the effective date thereof at least thirty (30) working days after the date of deposit in the U. S. mail. Notice of proposed termination shall be deposited in the U. S. Mail, return receipt requested, with sufficient postage to assure delivery.

XI. TRANSFER OF RESPONSIBILITY

Upon expiration or termination of this agreement both parties agree to take all steps necessary to ensure a smooth and effective transfer of responsibilities of program activities. Both parties agree to effectuate any transition so as to maintain delivery of services.

XII. DISPUTES

I. MATTERS TO BE SUBMITTED TO ARBITRATION:

All disputes and controversies of every kind and nature between the parties to this agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of this agreement shall be submitted to arbitration pursuant to the procedure set forth herein.

2. PROCEDURE:

- A. Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter of controversy.
- B. Within twenty (20) days after demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named by the American Arbitration Association, and the two (2) arbitrators so selected shall name a third arbitrator within twenty (20) days or, in lieu of such agreement on a third arbitrator by the two (2) arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within thirty (30) days of the request therefore, the appointment shall be made by the American Arbitration Association.
- C. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators' fees and other expenses shall be borne equally by both parties.
- D. The arbitration hearing shall be held at such times and places as designated by the arbitrators on at least twenty (20) days written notice to the parties.
- E. An award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.
- F. As to any procedures regarding the conduct of the arbitration that are not specified either in this agreement or another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration Rules of the American Arbitration Association.

3. ARBITRATION AS BAR TO SUIT:

- A. The parties stipulate that the arbitration provisions of this agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this agreement and which is arbitrable as set forth in this agreement.
- B. The arbitration provision of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this agreement.

4. LACK OF ARBITRATORS' AUTHORITY TO MODIFY AGREEMENT.

Nothing contained in this agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this agreement.

5. ENFORCEMENT:

Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this agreement and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in this agreement at the sole discretion of that party.

6. NONAPPLICABILITY OF UNIFORM ARBITRATION ACT:

This agreement is not subject to enforcement under the Uniform Arbitration Act (NMSA 1978, Section 44-7-22).

XIII. RECORDS AND AUDIT

THE NAVAJO NATION shall maintain such records as are necessary to ensure proper accounting for all services, costs and costs recovered. These fiscal records shall follow generally accepted accounting principles and account for all receipts and disbursement of funds. These records will be made available to DEPARTMENT, State Auditor, an independent auditor selected by DEPARTMENT and approved by the State Auditor, the federal grantor agency, or other duly authorized representatives of the United States Government for inspection or for audit. Such records will be retained by THE NAVAJO NATION for three (3) years after the expiration of this agreement, or until resolution of all audit findings covering this period, or litigation claims, whichever is later; unless the period of retention is extended in writing for any reason by either party.

XIV. REPORTS

THE NAVAJO NATION shall make complete statistical and budgetary reports together with such additional reports as DEPARTMENT shall require. The reports shall be submitted monthly, not later than the fifteenth day of the month following the month to be reported.

XV. PARTISAN POLITICAL ACTIVITIES

None of the funds, materials, property, personnel, or services contributed by DEPARTMENT or THE NAVAJO NATION under this agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office including those within THE NAVAJO NATION, the State or the United States.

XVI. AMENDMENTS

This Agreement, including the Project Plan (Appendix A) and annual-program-budget (Appendix B), may be amended, in whole or in part, by mutual consent. Any such amendment must be reduced to writing, properly executed and made a part of this agreement. Budget transfers between budget categories and object codes can be agreed upon in writing by both parties without the necessity of a contract amendment.

XVII. SEVERABILITY

If any provision of this agreement is determined to be invalid, unenforceable, illegal or void, the remaining provisions of this agreement shall not be affected thereby, provided that the remaining provisions of the agreement are capable of performance. The remaining provisions shall be enforceable as though said invalid, unenforceable, illegal or void provisions were not contained herein.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

Milton Shoshone, Sr.
PRESIDENT, THE NAVAJO NATION

[Signature] - D.E.P.
CABINET SECRETARY HUMAN SERVICES DEPARTMENT

DATE: 6/11/98

DATE: 6/24/98

APPROVED AS TO FORM:
[Signature]
OFFICE OF GENERAL COUNSEL
HUMAN SERVICES DEPARTMENT
STATE OF NEW MEXICO

DATE: 6/16/98

DEPARTMENT OF FINANCE AND ADMINISTRATION

BY: *[Signature]*
Director

DATE: 7/29/98