

JPA - 06-630400-09

**JOINT POWERS AGREEMENT
BETWEEN
NEW MEXICO HUMAN SERVICES DEPARTMENT
AND
NEW MEXICO DEPARTMENT OF HEALTH**

This Joint Powers Agreement (JPA) is entered by and between the New Mexico Human Services Department (NMHSD), and the New Mexico State Department of Health (NMDOH).

ARTICLE 1

WHEREAS, the New Mexico State Department of Health and the New Mexico Human Services Department are empowered to enter into cooperative agreements between themselves pursuant to the Joint Powers AGREEMENT Act, Section 11-1-1 et.seq., NMSA 1978;

WHEREAS, the NMDOH has the authority to enter into this Joint Powers AGREEMENT pursuant to 2004 N.M. Laws, Ch. 23;

WHEREAS, the NMHSD has the authority pursuant to Section 9-2A-7 and 8, NMSA 1978, to enter into agreements that will assist it in administering and enforcing the laws with which the NMHSD is charged;

WHEREAS, the NMHSD desires to engage the NMDOH, and the NMDOH is willing to provide a copy of the NMHSD Paternity Acknowledgment Form birth document only for the purpose of complying with the child support enforcement provisions of Title IV-D of the United States Social Security Act.

WHEREAS, required approval, clearance and coordination has been accomplished from and with the appropriate agencies of the parties hereto;

NOW THEREFORE, the NMHSD and NMDOH do mutually agree as follows:

ARTICLE 2 - PURPOSE

The purpose of this Agreement is to implement section 24-14-13 (H) of the Vital Statistics Act (Section 24-14-1 et seq. NMSA 1978), which provides: "Pursuant to an interagency agreement for proper reimbursement, the vital statistics bureau of the public health division of the department [of health] shall make available to the human services department the birth certificate, the mother's and father's social security numbers and paternity acknowledgments. The human services department shall use these records only in conjunction with its duties at the state IV-D agency responsible to the child support program under Title IV-D of the federal Social Security Act."

The information disclosed by the New Mexico Department of Health's Vital Statistics Bureau will be used solely for enforcement of child support laws under Title IV-D of the United States Social Security Act. It will not be used for any other purpose and will not be used in any manner that violates state and federal laws and regulations.

ARTICLE 3 – TERM OF AGREEMENT

This agreement shall be effective upon approval from the Department of Finance and Administration through June 30, 2006, unless amended or terminated pursuant to its terms. The NMHSD may extend the term of this Agreement annually for up to an additional three years, upon mutual agreement by the parties and amendment to this agreement. In no case shall the Agreement term exceed four years in duration.

ARTICLE 4 – DEFINITIONS

1. "Disclose" and "disclosure" mean the release of information, with or without the consent of the individuals to whom the information pertains.
2. "NMDOH" means the New Mexico Department of Health, Public Health Division, Office of Information Management, Vital Records and Health Statistics.
3. "NMHSD" means the New Mexico Human Services Department, Child Support Enforcement Division (CSED).
4. "Information" means the Social Security numbers of the parents if known, information contained in certificates of live birth registration and any acknowledgments of paternity that may be filed with the New Mexico Vital Records and Health Statistics.

ARTICLE 5 – RESPONSIBILITY OF THE PARTIES

The NMDOH shall:

- A. On a monthly basis provide NMHSD with all voluntary Acknowledgment Forms for unwed mothers, for the purpose of complying with the child support enforcement provisions of Title IV-D of the United States Social Security Act.
- B. The requests for information under this agreement will contain, at a minimum, the following facts: (1) the name of the child; (2) the child's date of birth; (3) the place of birth and (4) the mother's maiden name.

- C. Access to the records sought and to any records created with the information disclosed under this agreement that identify an individual by name and/or Social Security number will be restricted to only authorized employees who require the information to perform their official duties.
- D. All personnel who will have access to the information disclosed under this agreement or to the records containing information disclosed under this agreement that identify any individual by name and/or Social Security number will be advised of the confidential nature of the information and the civil and criminal sanctions contained in applicable state and federal laws for divulging the information unlawfully.
- E. The information disclosed and records created with the disclosed information will be stored in secure environment to prevent access by unauthorized people.
- F. The information disclosed and the records created with the disclosed information will be processed and maintained in a manner that will protect the confidentiality of the disclosed information and in a manner that will prevent unauthorized people from retrieving or accessing the information by means of computer, remote terminal or any other means.
- G. Once the JPA has been signed and approved by all parties, NMDOH shall submit an invoice in the amount of \$60,000.00 for the processing of paternity registrations.
- H. The NMDOH shall submit quarterly invoices by the 10th of the month following the month of service, for fees to be paid to compensate for paternity registrations completed at the Child Support Enforcement Divisions Regional Offices.

The NMHSD shall:

- A. Only use the data provided by NMDOH for the purpose of complying with the child support enforcement provisions of Title IV-D of the United States Social Security Act.
- B. Not extract information from the data disclosed by NMDOH for any purpose not stated explicitly in this agreement.
- C. Not duplicate or disseminate the data disclosed by NMDOH in any manner not authorized by the child support enforcement provisions of Title IV-D of the United States Social Security Act that reveals the identity of any individuals.
- D. NMHSD warrants that it has authority to request and receive confidential vital records information for the individuals to whom the information pertains. NMHSD further warrants that none of the information provided under this agreement will be used in any manner that violates federal or state laws or regulations.

ARTICLE 6 - ACCURACY OF NMDOH DATA

NMHSO acknowledges that the information contained in NMDOH's vital records is reported to NMDOH by hospitals, health care providers, parents and local registrars. NMDOH cannot guarantee the accuracy of the information because it is not the originator of the information.

ARTICLE 7 - COMPENSATION

- A. NMHSO will transfer Sixty Thousand Dollars \$60,000.00 to NMDOH to compensate NMDOH for processing up to 7,500 paternity registrations, provided by hospitals, that will be incorporated into the database from which the information will be obtained.
- B. NMHSO will transfer an additional Ten Thousand Dollars \$10,000.00, to NMDOH to be paid as needed, to compensate for processing paternity registrations for births to unwed parents that have completed the Voluntary Paternity Forms, at the Child Support Enforcement Divisions Regional Offices.
- C. NMHSO will certify that it has transferred the funds to the NMDOH within 30 days of the effective date of this agreement.
- D. NMHSO will certify invoices and request payment through the Department of Finance to the NMDOH within 30 days of receiving invoices.
- E. In the event that NMDOH processes more than 7,500 paternity registrations during the term of this agreement, NMHSO will request an amendment be processed to increase the \$60,000.00 compensation amount in this agreement.

ARTICLE 8 - TERMINATION

Either party may terminate this agreement by notifying the other in writing no fewer than 90 calendar days prior to the intended date of termination. Upon termination, any funds transferred to NMDOH shall be returned to NMHSO on a pro rata basis.

ARTICLE 9 - SCOPE OF AGREEMENT

This agreement incorporates all the agreements and understandings between the parties concerning the subject matter hereof. No prior agreements or understandings shall be valid or enforceable unless embodied in this agreement.

ARTICLE 10 - CONTACT PEOPLE

A. On behalf of NMDOH:

Ms. Donna Dossey, Bureau Chief
New Mexico Vital Records and Health Statistics
1190 St. Francis Drive
Santa Fe, NM 87505
(505) 827-2342

B. On behalf of NMHSD

David C. Cisneros, CSED General Office
Pollon Plaza
2009 S. Pacheco
P.O. Box 25110
Santa Fe, NM 87504
(505) 827-7207

ARTICLE 11 - FUNDS ACCOUNTABILITY

- A. All receipts and disbursements provided herein shall be strictly accounted for by NMDOH and NMHSD. Each agency shall maintain for a minimum of three (3) years fiscal records necessary for full accountability, follow generally accepted accounting principles and account for all disbursements of funds transferred or expended pursuant to this agreement.
- B. Any surplus money shall be returned to NMHSD in proportion to the contribution made.

ARTICLE 12 - PROPERTY

No property is to be acquired under this agreement.

ARTICLE 13 - LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement.

Each party shall be solely responsible for its own other sanctions, penalties, or fines occasioned as a result of its own violation or the violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE 14 – MAINTENANCE OF RECORDS

NMHSD shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. NMDOH shall maintain fiscal and programmatic records relative to the Program Funds and activities that have been made subject to this JPA. The parties shall maintain such records as required by this JPA for a minimum of four (4) years.

ARTICLE 15 – AMENDMENTS

This JPA shall not be amended except by an instrument in writing executed and approved by both parties. All amendments are subject to approval by the Department of Finance and Administration.

ARTICLE 16 – ASSIGNMENT

The NMDOH shall not assign or transfer any interest in this JPA or assign any claims for money due or to become due under this JPA without the prior written approval by the NMHSD, which consent shall not be unreasonably withheld.

ARTICLE 17 – APPLICABLE LAW

The laws of the State of New Mexico shall govern this JPA.

ARTICLE 18 – EXECUTIVE ORDER DOCUMENTS

The NMHSD and NMDOH agree to execute all documents necessary to implement the terms of this JPA.

ARTICLE 19 - SURPLUS FUNDS

NMDOH shall revert to NMHSD any funds that are subject to this JPA and not expended by NMDOH on June 30, 2006. Such reversions shall be no later than 15 days beyond June 30, 2006.

NEW MEXICO DEPARTMENT OF HEALTH

Sabrina Barten
Secretary Department of Health

Date: 9/16/05

NEW MEXICO DEPARTMENT OF HUMAN SERVICES

Elizabeth G. Sufans
Secretary Human Services Department

Date: 9/14/05

Approved as to form and legal sufficiency on behalf of DOH

Lisa Thomas
OGC/DOH

Date: 8/30/05

Approved as to from and legal sufficiency on behalf of HSD

Paul [Signature]
OGC/HSD

Date: 9/12/05

DEPARTMENT OF FINANCE AND ADMINISTRATION

R. M. [Signature]

Date: 10/11/05

10/11/05

HSD will reimburse \$60,000 to DOH to compensate for processing up to 7,500 paternity registrations that will be incorporated into the database from which the information will be obtained.

HSD will reimburse \$10,000 to DOH to compensate for processing Paternity Acknowledgment Forms that were completed at the Child Support Enforcement Divisions Regional Offices.

The carryover of any unspent funds between fiscal years is not permitted. Monthly invoices submitted by DOH to HSD must be received by HSD no later than ten (10) days after the end of each month. Failure to adhere to this requirement may result in a reduction of available funds and non-payment of invoices.

ARTICLE 20 – LOBBYING, is added and shall read:

No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an officer or employee of a member of Congress, in connection with the awarding of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement, the State shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under loans, grants and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction is made and entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed under 31 U.S.C. § 1352. Any person who makes an expenditure prohibited by § 1352 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such expenditure.

ARTICLE 21 - EQUAL OPPORTUNITY COMPLIANCE, is added and shall read:

DOH agrees to abide by all applicable Federal and State laws, rules, regulations and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity.

ARTICLE 22 - COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS, is added and shall read:

HSD and DOH will comply with all applicable state and federal statutes, rules and regulations relating to receipts, expenditures and accounting for federal and state funds.

ARTICLE 23– DEBARMENT & SUSPENSION, is added and shall read:

23.1 Pursuant to 45 C.F.R. Part 76, DOH certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Article 23.1; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

23.2 DOH'S certification in Article 23.1 is a material representation of fact upon which HSD relied when this Agreement was entered into by the parties. DOH shall provide immediate written notice to HSD'S Contract Administrator if, at any time during the term of this Agreement, DOH learns that its certification in Article 23.1 was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that DOH'S certification in Article 23.1 was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to HSD, HSD may terminate the Agreement.

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23.3 As required by 45 C.F.R. Part 76, DOH shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to DOH, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. DOH shall make such disclosures available to HSD when it requests subcontractor approval from HSD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, HSD may refuse to approve the use of the subcontractor.

All provisions of the Agreement not modified by this Amendment shall remain in effect.

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**JOINT POWERS AGREEMENT
BETWEEN
NEW MEXICO DEPARTMENT OF HEALTH
AND
NEW MEXICO DEPARTMENT OF HUMAN SERVICES
AMENDMENT 2**

THIS AGREEMENT is entered into upon approval of the Department of Finance and Administration, by between the New Mexico Human Services Department, (“HSD”), and the New Mexico State Department of Health, (“DOH”).

WHEREAS, the parties hereto have previously entered into a Joint Powers Agreement, JPA 00-09, approved the Department of Finance and Administration on October 11, 2005; and

WHEREAS, Article 3 and Article 15 allow for amendment of the Joint Powers Agreement; and

WHEREAS, the Agencies believe it is to their mutual benefit to so amend the Agreement:

NOW THEREFORE, the agencies hereto do amend the Agreement as follows, with such Amendment to become effective only upon approval in writing by the Secretary of the Department of Health, the Secretary of the Human Services Department, and the Department of Finance and Administration.

ARTICLE 3 – TERM, is amended to read as follows:

The term of the Agreement shall be from July 1, 2007 through June 30, 2008 unless amended or terminated pursuant to its terms. The NMHSD may extend the term of this Agreement annually for up to an additional three years, upon mutual agreement by the parties and amendment to this agreement. In no case shall the Agreement term exceed four years in duration.


ARTICLE 7 – COMPENSATION, is amended to read as follows:

The total amount payable by HSD to or on behalf of DOH under the term of this Agreement shall not exceed **Two Hundred and Ten Thousand Dollars (\$210,000.00)** detailed by year as follows:

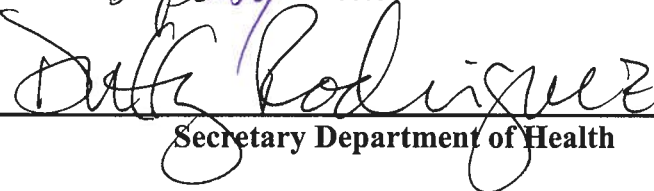
\$70,000.00 for the period of October 11, 2005 through June 30, 2006
\$70,000.00 for the period of July1, 2006 through June 30, 2007
\$70,000.00 for the period of July1, 2007 through June 30, 2008

All provisions of the Agreement not modified by this Amendment shall remain in effect.

NEW MEXICO DEPARTMENT OF HEALTH


Deputy Director

Date: 5/24/07


Secretary Department of Health

Date: 5/24/07

NEW MEXICO DEPARTMENT OF HUMAN SERVICES


Director

Date: 5/25/07


Secretary Human Services Department

Date: 5/24/07

Approved as to form and legal sufficiency on behalf of NMDOH:

By: 

Date: 5/24/07

Approved as to form and legal sufficiency on behalf of NMHSD:

By: 

Date: 5/25/07

By: 
Department of Finance and Administration

Date: 6/8/07

6/8/07

**JOINT POWERS AGREEMENT
BETWEEN
NEW MEXICO DEPARTMENT OF HEALTH
AND
NEW MEXICO DEPARTMENT OF HUMAN SERVICES
AMENDMENT 3**

THIS AGREEMENT is entered into upon approval of the Department of Finance and Administration, by between the New Mexico Human Services Department, ("HSD"), and the New Mexico State Department of Health, ("DOH").

WHEREAS, the parties hereto have previously entered into a Joint Powers Agreement, JPA 00-09, approved the Department of Finance and Administration on October 11, 2005; and

WHEREAS, Article 3 and Article 15 allow for amendment of the Joint Powers Agreement; and

WHEREAS, the Agencies believe it is to their mutual benefit to so amend the Agreement:

NOW THEREFORE, the agencies hereto do amend the Agreement as follows, with such Amendment to become effective only upon approval in writing by the Secretary of the Department of Health, the Secretary of the Human Services Department, and the Department of Finance and Administration.

ARTICLE 3 – TERM, is amended to read as follows:

The term of the Agreement shall be extended to June 30, 2009 unless amended or terminated pursuant to its terms. The NMHSD may extend the term of this Agreement annually for up to an additional three years, upon mutual agreement by the parties and amendment to this agreement. In no case shall the Agreement term exceed four years in duration.

ARTICLE 4 – DEFINITIONS, is amended to include #5 to the definitions to read as follows:

"Birthing Institution" means any entity that can attest to the birth of the child and establish maternity, including but not limited to hospitals and midwives.

ARTICLE 5 – RESPONSIBILITY OF THE PARTIES is amended to include letters I through N and letter E are added and shall read as follows:

The NMDOH shall:

- I. NMDOH will provide NMHSD with the archived AOP information under one year old within thirty (30) days of receipt of the written request.
- J. NMDOH will provide archived AOP information older than one year within ninety (90) days of receipt of the written request.

- K. In the event that AOP information is irretrievable, NMDOH will provide NMHSD with a notice in writing.
- L. NMDOH will receive the original AOP information and one copy from birthing institutions. After NMDOH determines that the original document is valid and can be filed, the copy of the approved AOP will be sent to NMHSD within thirty (30) days of the receipt of the documents.
- M. NMDOH, in cooperation with NMHSD, agrees to train birthing institutions personnel in current procedures to ensure validity and timely filing of AOPs.
- N. NMHSD will notify NMDOH in writing of any indications of potential duplicate AOPs when the copies are recorded into the NMHSD Child Support Enforcement System.

The NMHSD shall:

- E. NMHSD will request acknowledgement of paternity (AOP) information from NMDOH in writing no more frequently than once per week in order to allow NMDOH time to identify the information and process the request. There will be no limit to the number of cases submitted in each request. All the requests for information under this agreement will contain, at a minimum, the following facts: (1) the name of the child; (2) the child's date of birth; (3) the place of birth; and (4) the mother's maiden name.

ARTICLE 7 – COMPENSATION, is amended to read as follows:

The total amount payable by HSD to or on behalf of DOH under the term of this Agreement shall not exceed **Two Hundred and Eighty Thousand Dollars (\$280,000.00)** detailed by year as follows:

- \$70,000.00 for the period of October 11, 2005 through June 30, 2006
- \$70,000.00 for the period of July1, 2006 through June 30, 2007
- \$70,000.00 for the period of July1, 2007 through June 30, 2008
- \$70,000.00 for the period of July1, 2008 through June 30, 2009

- A. NMHSD will make payment of Sixty Thousand Dollars (\$60,000.00) to NMDOH to compensate NMDOH for processing both paternity registrations (provided by hospitals) and requests for AOP information (made by NMHSD) up to 7,500 occurrences per state fiscal year. NMDOH will incorporate the paternity registrations into their database from which the information will be obtained.
- B. NMHSD will make an additional payment of Ten Thousand Dollars (\$10,000.00), to NMDOH as needed, to compensate for processing paternity registrations for births that are not provided by hospitals, i.e. cases that are referred by the Child Support Enforcement Division.

- C. NMHSD will make payments to NMDOH within 30 days of the effective date of this agreement and on the same date annually in the case of extension for an additional three years.
- D. In the event that NMDOH processes more than 7,500 paternity registrations and requests for AOP information during the state fiscal year, NMHSD will request an amendment be processed to increase the \$60,000.00 compensation amount in this agreement.

ARTICLE 20 – NMHSD AUTHORITY TO REQUEST CONFIDENTIAL INFORMATION is added and shall read as follows:

- A. NMHSD warrants that it has authority to request and receive confidential vital records information for the individuals to whom the information pertains. NMHSD further warrants that none of the information provided under this agreement will be used in any manner that violates federal or state laws or regulations

All provisions of the Agreement not modified by this Amendment shall remain in effect.

NEW MEXICO DEPARTMENT OF HEALTH

Director

Dale Rodriguez

Secretary Department of Health

Date: _____

Date: 6/3/08

NEW MEXICO DEPARTMENT OF HUMAN SERVICES

Director *N/A*

Date: _____

[Signature]

Secretary Human Services Department

Date: *6/15/08*

Approved as to form and legal sufficiency on behalf of NMDOH:

By: *Ramona A. Schmitt*

Date: *6/2/08*

Approved as to form and legal sufficiency on behalf of NMHSD:

By: *[Signature]*

Date: *6/12/08*

By: *[Signature]*

Department of Finance and Administration

Effective
Date: *6/30/08*

*8/11
7/22/08*

**GOVERNMENTAL SERVICES AGREEMENT
BETWEEN
NEW MEXICO DEPARTMENT OF HEALTH
AND
NEW MEXICO DEPARTMENT OF HUMAN SERVICES
AMENDMENT 4**

THIS AGREEMENT is entered into upon approval of the Department of Finance and Administration, by between the New Mexico Human Services Department, ("HSD"), and the New Mexico State Department of Health, ("DOH").

WHEREAS, the parties hereto have previously entered into Agreement 06-630-6000-0009 on October 11, 2005; and

WHEREAS, Article 3 and Article 15 allow for amendment of the Agreement; and

WHEREAS, the Departments believe it is to their mutual benefit to so amend the Agreement:

NOW THEREFORE, the Departments hereto do amend the Agreement as follows, with such Amendment to become effective only upon approval in writing by the Secretary of the Department of Health, the Secretary of the Human Services Department.

ARTICLE 3 – TERM, is amended to read as follows:

The term of the Agreement shall be from July 1, 2009 through June 30, 2010 unless amended or terminated pursuant to its terms.

ARTICLE 7 – COMPENSATION, is amended to read as follows:

The total amount payable by HSD to or on behalf of DOH under the term of this Agreement shall not exceed **Three Hundred and Fifty Thousand Dollars (\$350,000.00)** detailed by year as follows:

\$70,000.00 for the period of October 11, 2005 through June 30, 2006
\$70,000.00 for the period of July1, 2006 through June 30, 2007
\$70,000.00 for the period of July1, 2007 through June 30, 2008
\$70,000.00 for the period of July1, 2008 through June 30, 2009
\$70,000.00 for the period of July1, 2009 through June 30, 2010

All provisions of the Agreement not modified by this Amendment shall remain in effect.

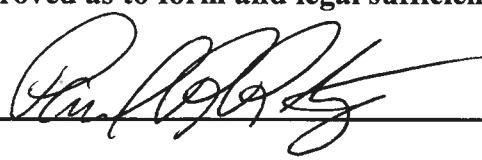
NEW MEXICO DEPARTMENT OF HUMAN SERVICES



Secretary Human Services Department (HSD)


Date: 7/9/09

Approved as to form and legal sufficiency on behalf of HSD

By: 

Date: 7/1/09

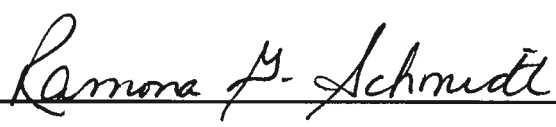
NEW MEXICO DEPARTMENT OF HEALTH



Secretary Department of Health (DOH)

Date: 7/1/09

Approved as to form and legal sufficiency on behalf of DOH:

By: 

Date: 8/13/09
7/1/09