



March 9, 2023

Greetings Santa Ana Pueblo Community,

The Pueblo, through the Santa Ana Tribal Court, has recently entered into a Memorandum of Understanding with the New Mexico Child Support Enforcement Division to collect child support from non-custodial Parents. It is our joint mission to maximize the collection of child support for all children within the Pueblo jurisdiction. If you need assistance in collecting support from a non-custodial Parent, you must complete an application that you can either mail in or complete online. There are two applications to choose from depending on the amount of services that you need:

### **1. Full Services**

Please use this form if you wish to apply for full services from the Child Support Enforcement Division (CSED). Review all information carefully. Potential enforcement remedies include wage withholding, liens, tax refund intercepts, and civil contempt. Please review the last page of this document for a complete schedule of fees associated with each service.

### **2. Wage Withholding Only**

Please use this form if you wish to apply for Wage Withholding Only (also known as Pass-Through Services). Review all conditions carefully. If you select these limited services, the Child Support Enforcement Division (CSED) will issue an Electronic Notice to Withhold Income to any known employer, that accepts electronic income withholding orders (eIWOs), of the Non-Custodial Parent. CSED will account for all payments received, apply them to the appropriate case, and distribute them to the custodial parent. You must have an existing court order that allows income withholding. For those employers who do not accept eIWOs, it is the responsibility of the parties to establish the income withholding. However, CSED will not pursue other enforcement mechanisms such as liens, tax refund intercepts, or civil contempt. There is a \$25.00 annual processing fee associated with this option.

Both of these applications can be found on the NM Child Support Enforcement Division website. If you had a Child Support Order issued by the Santa Ana Tribal Court and would like to use these services, please contact the Clerk's Office and re-open your case. You still need to follow the application process with the State in order to initiate enforcement. If you should have any questions regarding this process, please do not hesitate to contact the tribal court offices.

### **NM Child Support Enforcement Division Contact Information:**

[https://www.hsd.state.nm.us/lookingforassistance/application\\_for\\_child\\_support/](https://www.hsd.state.nm.us/lookingforassistance/application_for_child_support/)

Rio Rancho Office:

4363 Jager Drive NE

Rio Rancho, NM 87144

Mon-Fri 8:00 a.m. to 4:30 p.m.

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**Memorandum of Understanding**

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**Between**

**New Mexico Human Services Department (NMHSD)**

**and**

**Pueblo of Santa Ana (PUEBLO)**

This Memorandum of Understanding (MOU) sets the terms and understanding between the New Mexico Human Services Department (HSD) and the Pueblo of Santa Ana (PUEBLO) by which HSD shall provide child support services to parents petitioning the Pueblo of Santa Ana Contemporary Court to order the payment or collection of child support.

**WHEREAS**, a goal of the Pueblo of Santa Ana is to ensure that children receive the financial support necessary to provide for their health, well-being and educational needs; and

**WHEREAS**, the goals of the New Mexico Human Services Department are to establish, modify, and enforce the support obligations owed by parents to their children, to promote independence for New Mexicans in their communities, and to provide services to an underserved community; and

**WHEREAS**, it is the intent of both parties to cooperate and to share resources and expertise in addressing the provision of child support services for children, to facilitate the provision of these services, and to promote cooperation among agencies dedicated to providing such services; and

**WHEREAS**, to accomplish these goals, HSD will provide assistance in pursuing court orders for support of minor children for those cases that have received public assistance through Temporary Assistance for Needy Families (TANF), and/or Medicaid, and for those parents who have applied for child support services through the Child Support Enforcement Division (CSED);

**THEREFORE**, the parties elect to enter into this Memorandum of Understanding (MOU) in a collaborative effort to address the goal of creating and enforcing child support obligations of parents.

**I. ROLES AND RESPONSIBILITIES OF PARTIES**

**A. HSD shall:**

1. Provide a trained child support enforcement attorney who is licensed by the State of New Mexico and certified to appear before the Pueblo of Santa Ana Contemporary Court to prepare for and attend child support hearings in the Pueblo of Santa Ana Contemporary Court.
2. The attorney will do the following, as needed:
  - (a) Provide the Contemporary Court with dates of availability for court hearings;
  - (b) Attend child support hearings as scheduled by the Contemporary Court;
  - (c) Review child support case information;
  - (d) Obtain and review relevant income information for Petitioner and

Respondent, including history of previous payments and non-payment of child support;

- (e) Communicate with Petitioners and Respondents as necessary and ethically permissible to answer questions, obtain information and provide information, regarding child support proceedings in the Contemporary Court;
- (f) Calculate child support obligations taking into consideration all factors affecting income permissible under child support laws;
- (g) Provide information to the Court regarding child support payments made, balance of arrears, and other relevant information;
- (h) Prepare proposed child support judgment orders for review by the Court;
- (i) Prepare documents necessary for the garnishment of wages; and
- (j) Other activities required to establish or enforce child support payment.

B. The Contemporary Court shall:

- 1. Request interested parties to apply for services through the New Mexico Child Support program.
- 2. Provide at least 14 days' notice to HSD of scheduled court hearings.
- 3. Serve all child support documents on the Petitioner and/or Respondent as the parties to the child support case, in accordance with the requirements of the jurisdiction in which the service of process will be rendered. The Contemporary Court shall be the official record keeper for all service documents.
- 3. Be solely responsible for any costs incurred in effecting service of process.
- 4. Timely open cases submitted to it for the purposes of paternity, establishing and/or modifying support orders, and enforcing support orders.
- 5. Ensure that HSD will not be required to pay any filing fee or other court expense associated with any child support case in which HSD appears as a or on behalf of party.

**II. TERM**

This MOU shall become effective November 1, 2022, and shall continue until terminated.

**III. TERMINATION**

This MOU may be terminated by either party upon written notice to the other party at least thirty (30) days prior to the intended date of termination.

Upon receipt of notice of termination of this MOU by HSD or the Contemporary Court, HSD shall take the necessary actions for the protection, preservation, and retention of all CSED case records generated under this MOU, and transfer the required allowable records to the Contemporary Court within 48 hours.

**IV. CONFIDENTIALITY**

Any confidential information provided to either party or developed in the performance of this MOU shall be kept confidential and shall not be made available to any individual or organization not a party to the case in the Contemporary Court without the prior written approval of both parties to this MOU.



**V. AMENDMENT**

This MOU shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**VI. APPLICABLE LAW**

The laws of the State of New Mexico and the laws of the Pueblo of Santa Ana shall govern this MOU.

**VII. SOVEREIGN IMMUNITY**

Nothing contained in this MOU shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Pueblo of Santa Ana or of the State of New Mexico.

**VIII. NOTIFICATION**

In the event that any action, suit or proceeding related to the services performed by the Contemporary Court or any officer, agent, employee, servant or subcontractor under this MOU is brought against the Contemporary Court, the Contemporary Court shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

**IX. LIABILITIES**

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

**X. AUTHORITY**

The individuals signing this MOU on behalf of each party represents and warrants that he or she has the power and authority to bind that party, and that no further action, resolution, or approval from the party they represent is necessary to enter into a binding contract.

**XI. DISPUTE RESOLUTION**

The parties agree that any dispute arising under the execution or operation of this MOU shall be first discussed by the Contemporary Court Administrator and by the HSD's Child Support Enforcement Director in an attempt to resolve such dispute.

**XII. EQUAL OPPORTUNITY COMPLIANCE**

HSD and the Contemporary Court assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be denied the benefits of or be otherwise subjected to discrimination under any program services or activity performed under this MOU.

**XIII. INVALID TERM AND ENFORCEMENT OF MOU**

If any clause, part, or section of this MOU shall be determined to be invalid, such determination shall not affect or invalidate the remainder of the MOU but shall be confined in its operation to the clause, part, or section directly involved in controversy in which such judgment was rendered. A party's failure to require strict performance of any provision of this MOU shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under

this MOU shall be effective unless in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**XIV. MERGER**

This MOU incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written MOU. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

**XV. RECITATIONS**

This MOU does not require the acquisition, disposition, division or disposal of property by the PUEBLO to accomplish the purposes for which the agreement was created.

**XVI. MISCELLANEOUS**

- a. This MOU is an intergovernmental MOU and is not intended to confer any right upon any private person, nor may any provision hereof be enforced by any other person.
- b. Headings used in this MOU are for reference purposes only and shall not be deemed a part of the MOU.

**XVII. NOTICES**

Any notice required to be given to either party by this MOU shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To HSD:                      Socorro L. Salazar  
Child Support Enforcement Division  
Human Services Department  
P.O. Box 2348  
Santa Fe, NM 87504-2348  
SocorroL.Salazar@state.nm.us

To the PUEBLO:          Governor Joseph Sanchez  
Pueblo of Santa Ana  
02 Dove Rd.  
Santa Ana Pueblo, New Mexico 87004  
Phone: 505-771-6700  
FAX: 505-771-6767

**XXII. REPORTING/EVALUATION**

At an appropriate time decided upon by the parties, the parties shall each designate a representative to prepare a report summarizing the effectiveness of the parties' efforts, whether goals were achieved, activities completed, statistical data, challenges and recommendations for continuation of the MOU. These findings shall be incorporated into one report and submitted to HSD and the PUEBLO.

**XXIII. RIGHTS AND REMEDIES**

The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as set forth below:

**STATE OF NEW MEXICO:**

DocuSigned by:  
By: David R. Scrase, M.D.  
998E7B7D1B53422...  
David R. Scrase, M.D., Cabinet Secretary  
Human Services Department

Date: 12/14/2022

DocuSigned by:  
By: Carolee A. Graham  
FB15A98045214DA...  
Carolee Graham, Chief Financial Officer  
Human Services Department

Date: 12/8/2022

**Approved as to form and legal sufficiency:**

DocuSigned by:  
By: Paul Ritzma  
5709D277B0EC4AA...  
Paul Ritzma, Chief General Counsel  
Human Services Department

Date: 12/12/2022

**PUEBLO OF SANTA ANA**

By: Joseph Sanchez  
Joseph Sanchez, Governor  
Pueblo of Santa Ana



Date: 10.19.2022