

New Mexico Department of Health, Public Health Division
New Mexico Women, Infants, and Children Program

Legal Notice of Call to Providers

The New Mexico Department of Health (DOH), Public Health Division (PHD), New Mexico Women, Infants, and Children Program (WIC) is issuing a Call To Providers (CTP) to provide WIC Program Client Services in the Albuquerque, NM for Urban Native Americans. These statewide services must be provided in accordance with applicable federal, state, and local laws.

The proposed provider agreement shall become effective upon approval of the Department of Health and shall continue for a four-year period at the discretion of the DOH contingent upon sufficient funding and satisfactory Scope of Work performance.

Offerors interested in submitting a proposal should contact:

New Mexico Department of Health
Public Health Division, WIC Program
Attn: Deanna Torres, WIC Director
2040 South Pacheco Street, Suite 152
Santa Fe, NM 87505
505-476-8801

A proposal packet can also be obtained by writing to:

New Mexico Department of Health
Public Health Division, WIC Program
Attn: Deanna Torres, WIC Director
2040 South Pacheco Street, Suite 152
Santa Fe, NM 87505
505-476-8801

Or by downloading it from the Internet off the Department of Health website at www.health.state.nm.us.

Proposals must be received for review at the above address by 3:00 pm. MDT on **July 23, 2010**.

The PHD reserves the right to cancel this CTP and/or to reject any proposal in whole or in part.

The content of any proposal shall not be disclosed to competing Offerors during the negotiation process.

If you are a person with a disability who is in need of a reader, amplifier, sign language interpreter or any other form of auxiliary aid or service to participate, please contact the New Mexico Relay Network at 1-800-659-8331. Public documents including the CTP can be provided in various accessible forms. Contact the New Mexico Relay Network if a summary or other type of accessible

form is needed.

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

NEW MEXICO DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION

**CALL TO PROVIDERS
WIC PROGRAM CLIENT SERVICES IN THE ALBUQUERQUE, NM AREA FOR URBAN
NATIVE AMERICANS**

Date of Issuance: **July 11, 2010**

Deadline for Submission: **July 23, 2010**



**PUBLIC HEALTH DIVISION
FAMILY HEALTH BUREAU
WOMEN INFANTS AND CHILDREN PROGRAM**

Contact:

Deanna Torres, Program Manager
DOH/PHD/FHB/WIC Program
1190 St. Francis Drive.
P.O. Box 2611
Santa Fe, New Mexico 87505-6110
Telephone: (505) 476-8801
FAX: (505) 476-8900

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION
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I. ESSENTIAL ELEMENTS

A. DEPARTMENT OF HEALTH VISION/MISSION

The vision of the New Mexico Department of Health (DEPARTMENT) is that New Mexico is a healthy community in which to live and grow.

The mission of the DEPARTMENT is to promote health and sound health policy, prevent disease and disability, improve health services systems and assure that essential public health functions and safety net services are available to New Mexicans.

B. PUBLIC HEALTH DIVISION MISSION

The mission of the Public Health Division (DIVISION or PHD) of the DEPARTMENT is to work with individuals, families, and communities in New Mexico to achieve optimal health. We provide public health leadership by assessing health status of the population, developing health policy, sharing expertise with the community, assuring access to coordinated systems of care and delivering services to promote health and to prevent disease, injury, disability and premature death.

C. HEALTH DISPARITIES

It is the goal of the New Mexico Department of Health to reduce health disparities. Please describe how the proposed project will address different racial/ethnic groups in a conscious effort to reduce health disparities in the community(ies) the project will serve. Specifically, describe if and how the project will work with tribal communities on tribal lands or with tribal members off of tribal lands. Please note, proposals for services that do not reduce health disparities or work with American Indians will be considered, however, the proposal narrative must provide a clear explanation why the activities will not do so. (For more information on health disparities in New Mexico, please visit the Division of Policy and Performance website at <http://www.health.state.nm.us/OPMH/>)

D. PURPOSE OF PROCUREMENT

The DEPARTMENT intends to create an agreement with a provider to provide WIC Program services including certification, nutrition education and referrals to an approximately 18,000 participants annually throughout Albuquerque, NM.

E. RELATIONSHIP TO THE DOH STRATEGIC PLAN

This Call to Providers (CTP) is pursuant to the 2011 Department of Health Strategic Plan. Goal 2 – Improving Community Health. Community Health Objective 3 – Reduce obesity and diabetes.

Strategies: Strengthen the State obesity prevention program leadership role for the New Mexico Interagency Council for the Prevention of Obesity and the New

Mexico Healthier Weight Council to build greater alignment and collaboration and consistent messages across state programs.

Strategies: Assess the status of WIC participants by using the Value Enhanced Nutrition Assessment (VENA) Program.

Strategies: Expand the WIC food package to include fresh fruits and vegetables, whole grains, soy milk and baby food.

Strategies: Implement the pediatric overweight prevention program, *Get Healthy Together* in WIC clinics.

Performance Measures: Percent of WIC program participants ages 2-5 who are not overweight. (GPAC).

Performance Measures: Number of WIC eligible persons receiving services. (GPAC, AGA).

F. PLANNED SEQUENCE OF EVENTS

1.	Action	Responsibility	Date
	Publication of Legal Notice	Department	7/11/2010
	Issuance of CTP	Department	7/11/2010
2.	Submission of Proposal(s)	Offeror(s)	7/23/2010
3.	Proposal Evaluation	Evaluation Committee	8/6/2010
4.	Contract Negotiations	Department, Offeror	8/13/2010
5.	Contract Award	Department	9/3/2010 On or about
6.	Notification of Award Outcome	Department	9/3/2010 On or about

G. OFFEROR ELIGIBILITY

The Offeror may be a private for-profit or non-profit entity.

The DIVISION has established the following guidelines to be used by all non-profit organizations, with which the Division contracts.

Governing and/or Advisory Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, and racial target populations. Division-funded non-

profit corporations shall not employ persons related to board members by consanguinity or affinity within the third degree. This includes spouse, mother, father, brother, sister, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, and sister-in-law.

The successful Offeror(s) may have an advisory board(s) to help guide this project(s). The advisory body may meet at least quarterly and may include consumers of the service described in this CTP.

H. FUNDING FOR THIS PROCUREMENT

The awarding of a Provider Agreement is contingent upon sufficient funding as determined by the Director of the DIVISION. Funding for the New Mexico WIC Program is received from the Food and Nutrition Services (FNS), United States Department of Agriculture (USDA) and provided on a yearly basis depending on the funding allocated by the U.S. Congress.

I. TERMS OF PAYMENT

Payment will be on a unit price basis. Unit Price - meaning that the costs are not at issue, but a unit of service.

Payment will be based upon the number of WIC Program participants served by the provider as calculated by the WIC ADP system participant count report, Report NW2003. The WIC participant unit price will be \$9.25 per month. The provider agreement funding is intended to support an average caseload assignment of 1,500 WIC clients per month. For example, if the provider serves 1,500 WIC participants in a given month (first day of the month through the last day of the month), the monthly invoice will be \$13,875.00 plus gross receipt tax.

J. TERM OF AGREEMENT

The Provider Agreement shall become effective upon approval of the Department of Health and may renew for a three-year period at the discretion of the DOH contingent upon sufficient funding and satisfactory Scope of Work performance.

K. INTENT TO SUBMIT

An "Intent to Submit" form is found as Appendix C. Although this form is not required in order for an Offeror to submit a proposal, please complete and submit the form so the Division may determine how many evaluators to recruit for the review panel.

II. GENERAL REQUIREMENTS

A. COPYRIGHT

All materials developed or acquired by the entity awarded a provider agreement under this CTP shall become the property of the State of New Mexico and shall be delivered to the DEPARTMENT no later

than the termination date of the provider agreement. Nothing produced, in whole or in part, by the entity awarded a provider agreement shall be the subject of an application for copyright by or on behalf of the provider.

B. PROCUREMENT CODE

The Procurement Code, Section 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

C. CONFIDENTIALITY OF PROPOSALS:

The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process.

Proposals will become public documents exclusive of proprietary information after provider agreements have been executed. All information submitted will be considered non-confidential unless otherwise labeled by the Offeror.

D. FORMAT OF PROPOSAL

Each proposal shall be typewritten, single spaced, size 12 font, numbered sequentially from beginning to end, on 8.5 x 11 white paper, unbound and submitted as an original and the number of copies prescribed in Part II Section E of this CTP. All attachments must be provided with every copy submitted. All materials submitted in response to this CTP become the property of the State of New Mexico. The DEPARTMENT has the right to use any or all ideas presented on any response to the CTP. Selection or rejection of a proposal does not affect this right.

E. SUBMISSION OF COMPLETED PROPOSALS:

Offerors shall submit one original and 4 unbound copies of a completed proposal including all required program data and attachments. The original proposal with original signatures should be labeled as "original". All copies shall be submitted to:

Andy Gonzales, Financial Specialist
DOH/PHD/FHB/WIC Program
2040 S. Pacheco St. Room 152
Santa Fe, New Mexico 87505-5472

Incomplete or unresponsive proposals shall not be accepted under this CTP. The DEPARTMENT shall make the final determination as to a proposal's competitiveness or responsiveness. The DEPARTMENT reserves the right to waive minor technical irregularities that can be corrected without prejudice to other Offerors.

F. DEADLINE FOR RECEIPT OF PROPOSALS:

Proposals must be received for review at the above office location by 3:00 PM MST on July 23, 2010.

Any proposal received after that time may be rejected as not meeting the mandatory requirements of this CTP. Proposals delivered to any other office will not be considered as meeting the deadline.

G. CALL TO PROVIDERS PRE-PROPOSAL CONFERENCE

No pre-proposal conference will be held.

H. ACKNOWLEDGEMENT OF AMENDMENTS:

Any amendments to this CTP will be provided by the DEPARTMENT in writing to all known recipients. An Offeror shall provide to the DEPARTMENT written acknowledgement of the receipt of all such amendments on the form which will be provided.

I. REVIEW AND AWARD PROCESS:

Proposals will be evaluated by the DIVISION, based upon the weighted evaluation factors described in Section IV. It is the DEPARTMENT'S intent to award provider agreements based upon the response to this CTP. However, the DEPARTMENT reserves the right to cancel this CTP or to reject any or all proposals in whole or in part. Proposals will be prioritized and funding allocated based upon which proposals are determined by review to be most advantageous to the needs of the DEPARTMENT in meeting the intent of this CTP.

A panel will be established to evaluate all proposals and make recommendations. The recommendations of the panel will be forwarded with comments to the Public Health Division Director for Divisional approval or disapproval of provider selection. All provider agreements resulting from this CTP must be approved by the Department Health before becoming effective unless otherwise exempted from the Procurement Code.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals prior to award for the purpose of obtaining the best and final offers. These discussions and revisions will be conducted according to guidelines set out in the New Mexico Procurement Code and appropriate DEPARTMENT procedures.

Once an award is offered and accepted, a provider agreement will be prepared by the DEPARTMENT for the work described in the proposal. Any Offeror receiving an award shall comply with all applicable federal and state laws, rules and regulations, as well as established DEPARTMENT policies and procedures in providing services.

J. NOTIFICATION OF OUTCOME:

The DEPARTMENT will send a written notice of the outcome of proposal review to each Offeror after awards are made and accepted on or about Friday, September 3, 2010.

K. PROVIDER AGREEMENT TERMS:

Copies of all provider agreement terms and conditions applicable to the procurement of these services are available for review at the office identified in Part I Section H of this CTP. The weighted evaluation factors which will be used by the DEPARTMENT to evaluate proposals submitted in response to this CTP are found in Section IV.

III. ASSURANCES

The Offeror shall assure the DEPARTMENT that it will maintain detailed records which indicate the date, time and nature of services rendered under any provider agreement which might be negotiated pursuant to this CTP. These records shall be subject to inspection by the DEPARTMENT, the New Mexico Department of Finance and Administration, and the State Auditor. The DEPARTMENT shall have the right to audit billings both before and after payment and to contest any billing or portion thereof. Payment under an agreement between the DEPARTMENT and a selected Offeror shall not forfeit the right of the DEPARTMENT to recover excessive or illegal payments.

The Offeror must assure the DEPARTMENT that any confidential information provided to or developed in the performance of the scope of work detailed in this CTP shall be kept confidential and shall not be made available to any individual or organization at any time without the prior written approval of the DEPARTMENT.

The Offeror must assure the DEPARTMENT of its commitment to abide by all Federal and State laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal opportunity. Pursuant to all such laws, rules, regulations, and executive orders, the Offeror assures the DEPARTMENT that no person in the State of New Mexico 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 excluded from employment with or participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity performed under a provider agreement (s) entered into pursuant to this CTP.

A Statement of Assurance (STATEMENT) is attached as Appendix A to these proposal guidelines. This Statement must be completed and returned with the proposal, indicating the intent of the Offeror to comply with State and Federal requirements. The Statement also identifies information to be submitted with the proposal. Failure to complete and sign this Statement will result in rejection of the proposal. This Statement must be signed by a person authorized to bind the Offeror.

IV. PROPOSAL CONTENTS AND WEIGHTED EVALUATION FACTORS

Award of a provider agreement may be based on criteria other than price. Performance under prior provider agreements, including state agency-generated evaluations of prior performance may be considered.

Proposals submitted to the DIVISION must provide information sufficient to describe the activities and expenditures to be supported by this proposal, and for the DIVISION to make a complete evaluation of the proposal. Therefore, the DIVISION, in its evaluation of proposals from eligible offerors, will assign the following weights to each of the factors below.

A. SUMMARY EVALUATION FACTORS

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals. Only finalist offerors will receive points for oral presentation.

Points will be awarded on the basis of the following evaluation factors:

	<u>Evaluation Factors</u>	<u>Evaluation Points</u>
1.	Written Presentation to CTP	
	a. Approach to Scope of Work	200
	b. Community Collaboration/Connectivity	100
	c. Problem Statement Needs/Projected Outcomes	100
2.	Capabilities and Experience	400
3.	References	
	a. Corporate	50
	b. Staff	150
	Total	1,000

B. EVALUATION FACTORS

A one-page abstract summarizing the proposal must be included. (NO POINTS)

Receipt and completeness of all attachments prescribed on the Checklist. This scoring segment will include consideration of completeness of all attachments except where those attachments are the subject of separate useful evaluation factors, and use of the Checklist as the Table of Contents of Proposal. Clarity, conciseness, and specificity of the attachments will be considered in the scoring. The degree to which the proposal is responsive to all sections of the CTP will be scored. Clear, concise and specific descriptions of the service area, special population needs, current

services, proposed action plan, proposed budget, and budget justification local support (and match, where necessary), and planning. Enough information must be presented for the DIVISION to make a complete evaluation of the proposal. Scoring will be based partially on the basis of inclusion of Section J, Items 17 and 18 on the Checklist. The remainder of the scoring of this section will be based on the comprehensiveness of the entire proposal.

1. OFFEROR'S RESPONSE TO CTP

Points will be awarded based on the offeror's demonstrated understanding of overall scope of work, the proposed approach for accomplishing tasks identified in the overall scope of work, the offeror's approach to community collaboration/connectivity, the offeror's problem statement needs/projected outcomes and the offeror's approach/Scope of Activities.

A. Approach to Scope of Work = 200

The offeror must describe in detail their approach to the attached Scope of Work.

The proposal must contain a clear and detailed description of the activities and/or services to be provided, including proposed staffing and support systems. This description should relate to current area services and capacity as well as the population needs. The offeror must provide a detailed description of what activities or operations the offeror plans to support using the stated funding. Include a description of:

OUTCOME OBJECTIVES

Who will benefit?

How will they benefit?

PROCESS OBJECTIVES

What will be done?

How will it be done?

Who will do it? (Include subcontractors, volunteers, etc.)

When will it be done?

Indicate whether existing operations or new activities and operations will be utilized.

B. Community Collaboration/Connectivity = 100

The proposal must include information on the offeror's collaborative activities among private and public entities and other local/regional groups including formal and informal working relationships. This explanation must include current relationships and how relationships will be established and/or strengthened in the future, depending on whether a provider agreement resulting from this CTP would be a continuation provider agreement, more of what the offeror is already doing, or a new activity by the offeror. The public's health is best enhanced by working through community partnerships and appropriate

policy development. This range of activities includes initiatives such as Healthier Communities, Maternal and Child Health Councils, and Driving while Intoxicated Councils. This proposal will be strengthened by explanation of how it fits in with the larger perspective of pursuit of public health across various disciplines.

C. Problem Statement Needs/Projected Outcomes = 100

The proposal must contain a problem statement that consists of a clear, concise, specific description of the area to be served under the proposal, and the population, including any special characteristics and all members of generally recognized minority groups to be served. Scores will be assigned on the basis of completeness, comprehensiveness, descriptiveness, relevance, and demonstrated understanding of the above.

2. CAPABILITY AND EXPERIENCE = 400

Points will be assigned based upon evaluation of the Offeror and staff's relevant capability and experience with equal or similar projects, such as WIC Program services (nutrition education and counseling; health screening and assessments, food prescription assignments, food instruments issuance, and health care referrals), primary care services, and other relevant direct client services and the comparability of that experience to the requirements stated in this CTP. Points will be assigned based upon the experience of management and direct client care staff in providing WIC Program services (nutrition education and counseling; health screening and assessments, food prescription assignments, food instruments issuance, and health care referrals), primary care services, and other relevant direct client services and the comparability of that experience to the requirements stated in this CTP. The proposal must have clear documentation of the offeror's ability to provide the activities or services described. This documentation should include past and current relevant experience, copies of current licenses and/or certifications (if applicable), and indications of the organization's stability and ability to perform the proposal being submitted. Performance under prior provider agreements, including state agency-generated evaluations of prior performance may be considered in verifying the correctness and credibility of the offeror's response.

The proposal must contain a concise description of current health related services provided by the offeror, as well as the offeror's structures and procedures for administering and delivering those services. Where systems are not in place, an action plan for the development and implementation of these systems, including a realistic timeline should be included. This section will be scored in part on the persuasiveness that current offeror services demonstrate that the offeror can conduct the requested services in this CTP. Performance under prior provider agreements, including state agency-generated evaluations of prior performance may be considered in verifying the correctness and credibility of the offeror's response.

The proposal should have a description of current private and public primary, secondary or preventive health related services offered in the offeror's geographic service area. It should include discussion of coordination, referral, or other linkages which the offeror maintains with these service providers.

Evaluation criteria will include the presence of the completed signature and title page, the relevance of the Articles of Incorporation to the prescribed work, the applicability of the By-laws to the contents of the proposal, the completion and inclusion and organizational location of the proposed program in the organizational chart, and the board roster's demonstration of the characteristics described in Section II B. Demonstration of how the organizational history strengthens the organization's ability to perform the scope of work may also influence the scoring. Performance under prior provider agreements, including state agency-generated evaluations of prior performance may be considered in verifying the correctness and credibility of the offeror's response.

3. REFERENCES = 200

Points for the offeror's references will be awarded based on the following:

A. Corporate = 50

Points for the offeror's corporate references will be awarded upon an evaluation of the quality and timeliness of work performed and the comparability of such work to the requirement of this CTP.

B. Staff = 150

Points for staff references will be awarded based upon an evaluation of relevant education and experience, the quality and timeliness of work performed, the staff's interpersonal skills and the comparability of the staff member's education and experience to the tasks delineated in this CTP. Describe the proposed staffing to be funded in support of this proposal. Provide a brief job description for each position, the amount of time to be devoted to the project and the rate of pay for each position. Indicate how these new positions fit into the organizational chart.

Preselected subcontractors and other business associations to be used by the offeror in performance of the Scope of Work hereinafter described shall be identified. The prime provider shall be liable for the agreement performance of any sub-contractor. Proposals need not have preselected subcontractors. If the offeror plans to subcontract any or all of the Scope of Work, services to be provided and procedures for selecting subcontractors should be concisely and clearly described. Prior written approval by the DEPARTMENT must be received for any subcontract over \$1,000.00.

V. OPERATIONAL DEFINITIONS

BUDGET PERIOD: Increments of funding of the project, usually twelve months.

CONSUMER: A person who is not employed by the Offeror and is an actual or prospective recipient of these services.

PROVIDER AGREEMENT BUDGET: The financial expenditure plan approved by the Public Health DIVISION to carry out the purposes of the project. Such budget may be composed of only the funds, which will be paid by the DIVISION.

PROVIDER: An organization, which receives a provider agreement and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the services, which are to be provided.

DIRECT COSTS: Costs that can be identified specifically with a particular cost objective.

INDIRECT COSTS: Those costs which are (a) Incurred for a common or joint purpose benefiting more than one cost objective, and (b) Not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

DEPARTMENT: New Mexico Department of Health.

DIVISION: The Public Health Division of the New Mexico Department of Health.

EQUIPMENT: An article of nonexpendable property, which is complete in itself, is durable in nature, has an expected life of more than two years, and has an acquisition cost of \$1,500.00 or more.

FORMAL RELATIONSHIP: A relationship with another organization, which has been formalized by sitting on a board or through some type of contractual relationship.

INFORMAL RELATIONSHIP: A relationship with another organization, which has not been formalized through board membership or through a contractual relationship. May include features like referral patterns meetings at which various parties attend, etc.

INVENTORY EXEMPT: Equipment as defined above except with an acquisition cost under \$1,500.00. Whereas equipment ownership is vested to the DEPARTMENT and carried on its inventory of fixed assets, inventory exempt items are not vested to the DEPARTMENT and do not have to be kept on such an inventory. Purchase of such items should be documented in the supplies category.

NON-PROFIT CORPORATION: An organization which can provide satisfactory evidence of exemption from requirements from payment of federal income tax pursuant to Section 501 (c)(3) of the Internal Revenue Act.

PRIOR APPROVAL: Written permission provided, in response to written requests, by an authorized official of the Public Health Division in advance of the performance of an act.

PROGRAM: A set of similar activities grouped together under a single administrative function. Occasionally used as a reference to the entire set of activities provided by a single agency or organization.

SERVICE SITES: Those locations at which services will be provided as the result of a proposed agreement.

VI. CHECKLIST

Sections refer to items, which will be scored. The numbered items may be submitted as items in the Appendix. The bolded items are in the expected order of the Table of Contents of the Proposal. [*Be sure this checklist is consistent with the Weighted Evaluation Factors.*]

PAGE

__ **Abstract** (A one-page summary of the proposal)

__ **Section A – Offeror/Organization Description and History**

- __ 1. Signature and Title Page with name and signature of person authorized to bind the Offeror. (See Proposal Cover Page and Assurances, Appendix A)
- __ 2. Brief organizational history.
- __ 3. Copy of Articles of Incorporation, if applicable.
- __ 4. Copy of current bylaws, if applicable.
- __ 5. Organizational chart.
- __ 6. Governing and/or Advisory Board roster, if applicable (See Section I.E.).

__ **Section B - Organizational Capability**

- 7. Most recent financial statement, audit report, and management letter comments. If not available, an explanation and plan of action to meet this requirement. (This applies only to proposals, which exceed \$50,000, excluding gross receipts taxes if applicable.)
- 8. Copy of proof of registration with the NM Department of Taxation and Revenue for the payment of gross receipts tax or proof of the grant of an exemption from payment of federal income tax pursuant to Section 501 (c)(3).
- 9. Copy of most recent non-profit corporate report filed with the N.M. Public Regulation

Commission, if applicable.

__10. Copy(ies) of applicable License(s)/Certification(s)

__ **Section C - Current Offeror Services**

__ **Section D - Other Area Services**

__ **Section E - Problem Statement**

__ **Section F - Proposed Scope of Activities**

__11. Proposal Narrative - NOT MORE THAN [] PAGES

__ **Section G - Proposed Budget and Proposed Use of Funding**

__12. Budget Forms (See Section IV.F.1.)

__13. Budget Justification Narrative (See Section IV.F.2.)

__14. Proposed Use of Funding

__ **Section H - Community Collaboration and Local Support**

__15. Collaboration plans; Letters of Collaboration and Support.

__ **Section I - Local Financial Support**

__16. Letter(s) of Commitment for In-Kind Support, if applicable. (Section IV.F.3.)

__ **Section J - Completeness**

__17. Assurances (See Cover Page and Assurances, Appendix A).

__18. Federal Tax Identification Number-Form W-9 (Appendix D)

VII. APPENDICES

APPENDIX A

**DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION**

**PROPOSAL COVER PAGE
And
ASSURANCES**

OFFEROR ORGANIZATION: _____
ADDRESS: _____
CONTACT PERSON: _____ TEL.NO. _____
AMOUNT OF REQUEST: (Amount the Offeror is requesting through the proposal)

[Certain of these assurances may not apply to your program. Make additions/deletions as necessary to meet the needs of your program. You may use the grid on the next page instead of this page, if you prefer.]

As the duly authorized representative of the Offeror, I certify that the Offeror:

- Meets the following eligibility requirements:

[List program specific criteria, i.e. nonprofit community based organization with 501(c)(3) tax-exempt status has governing board of directors, etc.]
- Will abide by all Federal and State Laws, Rules, Regulations, and Executive Orders of the Governor of the State of New Mexico pertaining to equal opportunity. The Offeror assures the Department of Health that no person in the State of New Mexico shall on the grounds of race, color, national origin, gender, sexual orientation, age, handicap or disability, or religion be excluded from employment with or the participation in, be denied the benefit of or be otherwise subjected to discrimination under any program or activity performed under a contract(s) entered into pursuant to this Call to Providers.
- Will give the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards.
- Will comply with the provisions of the Federal Certification Regarding Lobbying.

- Will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.
- Will comply with the provisions of Title VII of the Civil Rights Act of 1964.
- Will comply with the provisions of the Federal Certification Regarding Drug-Free Workplace Requirements.
- Will comply with the DIVISION's guidelines for Governing and/or Advisory Board members to be residents of the area served and representative of the social, economic, linguistic, ethnic, and racial target population and shall include consumers of the Offerors services. And shall not employ persons related to board members by consanguinity or affinity within the third degree. This includes father, mother, brother, sister, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law, and sister-in-law.
- Will take steps to train and employ recipients of Temporary Assistance of Needy Families (TANF) in collaboration with New Mexico Welfare to Work Contractors and other supported employment programs and will submit quarterly reports documenting its efforts to comply with this provision.

**CERTIFICATION REGARDING
SUSPENSION, DEBARMENT, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant (Offeror) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

Where the prospective lower tier participant (Offeror) is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

[- Other Program Requirements]

_____Signature of Authorized Certifying Official Date

_____Printed Name of Certifying Official Title

APPENDIX C

**DEPARTMENT OF HEALTH - PUBLIC HEALTH DIVISION
SAMPLE DOH/PHD PROVIDER AGREEMENT**

FY/Program/provider agreement number
Provider Name

**PROVIDER AGREEMENT
FOR WIC PROGRAM SERVICES**

**NEW MEXICO DEPARTMENT OF HEALTH
WIC NUTRITION PROGRAM**

AND

(INSERT PROVIDER NAME)

INTRODUCTION:

The Department of Health, Public Health Division, Family Health Bureau/Women Infants and Children Program hereinafter referred to as the DEPARTMENT, enters into this Agreement with **(Insert Provider Name)** hereinafter referred to as the PROVIDER.

THE PARTIES MUTUALLY AGREE:

ARTICLE 1. SCOPE OF WORK

- A. The PROVIDER shall perform the following work:
1. Provide Women Infants and Children (WIC) Program services including certification, nutrition education and referrals to 18,000 participants annually throughout the Albuquerque area for Urban Native Americans in accordance with the priority system and United States Department of Agriculture (USDA) regulations 7CFR part 246 as defined in the New Mexico WIC Program Policy Manual 2004 edition.
 2. Screen and determine eligibility of women, infants and children in accordance with State and Federal Regulations at no cost to the applicant. Certification must be done by a nutritionist or other competent professional authority under the supervision of a nutritionist.
 3. Issue WIC food benefits to certified participants according to the procedures outlined in the WIC Policy and Procedures Manual.
 4. Maintain control and security of WIC food instruments.
 5. Submit a WIC Program outreach plan to the State Director, conduct and document outreach activities in accordance with an approved outreach plan.
 6. Schedule and locate WIC clinics with other health services so that these services are made available to WIC recipients.
 7. Participate in all nutrition service initiatives set forth by the WIC Program.
 8. Participate in a bi-annual financial and program operations evaluation conducted by the WIC Program state office. Submit a plan of corrective action for program deficiencies to the WIC Program Director within thirty days of receipt of a State program monitoring report. Plan of corrective action must be implemented and accepted within ninety (90) days of annual review. The WIC Program Director

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may reduce the reimbursement amount by 10 percent for any period after the 30 days until such time as a corrective action plan is received.

9. Maintain WIC equipment in accordance with policy and procedures. Return any equipment purchased to the DEPARTMENT, upon request from the WIC Program Director. Assist the Public Health Division (PHD) in maintaining their inventory of any equipment purchased for \$1,000.00 or more.
10. Meet and maintain the following minimum staffing requirements within thirty (30) days of the effective date of this Agreement:
 - a. Employ a Program Operations Manager and an Assistant Program Operations Manager who shall direct program operations, supervise staff and provide monthly reports. The Program Operations Manager must meet the Division's qualification for Nutrition Program Manager and the Assistant Program Operations Manager shall meet the DEPARTMENT qualification for Public Health Nutritionist 4.
 - b. Employ at least one nutritionist for every 1000 participants served for the purpose of providing client nutrition education and counseling, staff training, preparation of nutrition education plans and providing professional/technical supervision of other WIC staff doing certification and/or education. Nutritionists must meet the DEPARTMENT qualification for Public Health Nutritionist 2.
 - c. Maintain a staff ratio of at least one full time equivalent position for every 400 participants served.
 - d. Submit job descriptions of staff providing WIC services to the WIC Program Director.
 - e. Advise the WIC Director and the PHD Local Privacy Officer (LPO) in writing of all new staff hires.
 - f. Obtain appropriate authorization and system access from WIC Program state office.
 - g. Ensure that all WIC Employees must complete the HIPPA Privacy Training and have a completed certification within 10 days of hire.
11. Provide a Civil Rights Training for all new hires and annually for all existing WIC staff.
12. Send a representative (nutritionist or administrator) to four WIC Management meetings per year for input on program policies with state WIC staff.
13. Send all WIC staff to one annual statewide meeting not to exceed two working days, excluding travel.
14. Develop a training plan and conduct a plan for the competent professional authorities, individual(s) who certify applicants for receipt of program benefit(s) or use training outline developed by the WIC Program Director to assure adequate knowledge and skills in maternal and child nutrition.
15. Maintain records of all certified participants. Such records shall be the property of the DEPARTMENT and shall be available for inspection by the DEPARTMENT and its designee.

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16. Provide nutrition education and resources to participants in accordance with program requirements, regulations, standards and directives from the WIC Program Director through either of the following options:
 - a. Within 30 days of the effective date of this Agreement, the PROVIDER shall submit a nutrition education plan to the WIC Program Director for approval. The education plan must include:
 - 1) Program objectives that can be reasonably accomplished in one fiscal year.
 - 2) Description of PROVIDER's delivery of nutrition education so that participants are provided education to specific program category and/or nutrition risk factor to meet the DEPARTMENT's objectives.
 - 3) A description of staff training, in-service education and supervision of nutrition education.
 - 4) Specific procedures for evaluating both effectiveness of and patient views about nutrition education.
 - 5) Comply with all nutrition education federal regulations.
 - b. Within 30 days of the effective date of this Agreement, the Provider shall submit written notice to the WIC Program Director that nutrition education will be provided according to the Policy and Procedures Manual. Quarterly summary reports documenting the percent of time spent on nutrition education must be provided to the WIC Program Director quarterly.
17. Provide individualized breastfeeding help and support to participants through breastfeeding peer counselors in accordance with the New Mexico WIC Peer Counselor Program procedures.
18. Hire breastfeeding peer counselor(s) for each clinic in accordance with the New Mexico WIC Program Breastfeeding Peer Counselor Contract. The Breastfeeding Peer Counselor should be a current or past breastfeeding WIC client to provide individualized breastfeeding support to clients referred to them by the WIC staff. Peer Counselor(s) shall motivate and support WIC mothers through normal breastfeeding experiences, make immediate and appropriate referrals when encountering high-risk problems.
19. Conduct assigned pre-authorization inspections of vendors applying as an unauthorized WIC vendor in accordance with program procedure, train vendor(s) in proper WIC food benefit redemption procedures, and monitor authorized vendors as required by the WIC Program Director.
20. Submit any materials developed for public or media distribution to include but not be limited to advertising or media campaigns, pamphlets, brochures, etc., or public service announcement to the DEPARTMENT Communications Director for approval prior to finalization and distribution. Identify the DEPARTMENT as a funding source in/on their facility on their equipment and appropriate printed material that are developed under the Agreement.
21. Request from the DEPARTMENT, as needed, WIC Program equipment and necessary check/smart card supplies.

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- 22. Follow-up on any participant or vendor complaints made to the DEPARTMENT.
- 23. Comply with all audit requirements of the Single Audit Act and Circular No. A-133. Submit audit report to the WIC Director.

General Provisions

- 24. Performance will be monitored and evaluated by periodic on site work reviews, review of quarterly data reports, review of monthly reimbursement requests compared to approved budget and cost allocation plans, and scheduled consultations with the DEPARTMENT.
- 25. Ensure diversity of programs and structure. Ensure that programs offered meet the federal culture and linguistic access standards to better serve the target population.

The total amount payable under this Agreement is \$0.00.

Number of participants served per month	Amount
Unlimited amount of participants	\$9.25 per participant

- 26. PROVIDER agrees to accept the reimbursement rate listed above as payment in full for monthly participants served under this Agreement.
 - 27. PROVIDER agrees to submit invoices for services provided within 30 (thirty) days of the close of the month in which services were delivered.
 - 28. Notwithstanding **ARTICLE 2. COMPENSATION**, and Paragraph 27 above, PROVIDER agrees to submit invoices for services provided in June within the first week of the following July.
 - 29. Submit to the DEPARTMENT all applicable financial records upon request. The DEPARTMENT reserves the right to contest any billing or portion thereof. Payment under the agreement between the DEPARTMENT and the PROVIDER shall not forfeit the right of the DEPARTMENT to recover excess or illegal payments.
- B. Services will be performed in Bernalillo County, Albuquerque, New Mexico.
- C. Performance Measures.
Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Provider will assist the Department to meet the portions of its 2011 Strategic Plan that relate to the Department's mission to prevent, protect, provide, promote and partner to improve health services systems and assure that critical public health functions and safety net services are available. Further, a specific measure identified is:
Goal 2 – Improving Community Health. Community Health
Objective 3 – Reduce obesity and diabetes.
Strategies: Strengthen the State obesity prevention program leadership role for the New Mexico Interagency Council for the Prevention of Obesity and the New Mexico Healthier

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Weight Council to build greater alignment and collaboration and consistent messages across state programs.
Strategies: Assess the status of WIC participants by using the Value Enhanced Nutrition Assessment (VENA) Program.
Strategies: Expand the WIC food package to include fresh fruits and vegetables, whole grains, soy milk and baby food.
Strategies: Implement the pediatric overweight prevention program, Get Healthy Together in WIC clinics.
Performance Measures: Percent of WIC program participants ages 2-5 who are not overweight. (GPAC).
Performance Measures: Number of WIC eligible persons receiving services. (GPAC, AGA).

ARTICLE 2. COMPENSATION

For services satisfactorily performed pursuant to the Article 1, Scope of Work the PROVIDER shall be paid by the DEPARTMENT a total amount not to exceed \$0.00, including gross receipts tax. Payments shall be made only as outlined in Article 1, Scope of Work.

The PROVIDER shall submit to the PROGRAM at the close of each month, a signed invoice or claim reflecting the total allowable costs incurred during the preceding month. Source documentation substantiating the signed invoice or claim shall be made available to the DEPARTMENT without notice in accordance with Article 8, Records and Financial Audit, of this Agreement for inspection.

ARTICLE 3. TERM

This Agreement shall be effective October 1, 2010 or upon approval of both parties, whichever is later and shall terminate on **September 30, 2011** or as stated in **ARTICLE 4, Termination**.

ARTICLE 4. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Department's sole liability upon such termination shall be to pay for acceptable work performed prior to the Provider's receipt of the notice of termination, if the Department is the terminating party, or the Provider's sending of the notice of termination, if the Provider is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Provider shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Provider if the Provider becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the Provider or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE PROVIDER'S DEFAULT/BREACH OF THIS AGREEMENT*

ARTICLE 5. APPROPRIATIONS

The performance of this Agreement is subject to the condition precedent that sufficient funds are appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of Agreement funds available for expenditure by the DEPARTMENT, this Agreement may be

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terminated or amended to a lower amount of funds upon written notice given by the DEPARTMENT to the PROVIDER. If the DEPARTMENT proposes an amendment to unilaterally reduce Agreement funding, the PROVIDER shall have the option to terminate the Agreement upon thirty (30) days written notice to the PROGRAM.

The decision of the DEPARTMENT as to the amount of Agreement funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the PROVIDER.

ARTICLE 6. TERMINATION MANAGEMENT

If this Agreement is terminated pursuant to the provisions of this Agreement, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the Agreement, immediately upon receipt by either the DEPARTMENT or the PROVIDER of written notice of termination, the PROVIDER shall: 1) comply with all directives issued by the PROGRAM in the notice of termination as to the performance of work under this Agreement; 2) take such action as the DEPARTMENT shall direct for the protection, preservation, retention or transfer of all property titled to the DEPARTMENT and client records generated under this Agreement. On the date of termination of this Agreement, the PROVIDER shall furnish to the DEPARTMENT: (a) a complete detailed inventory of nonexpendable DEPARTMENT property, if applicable, and (b) a final closing of the financial records and books of accounts which were required to be kept by the PROVIDER under the provision of this Agreement regarding financial records.

ARTICLE 7. ASSIGNMENT

The PROVIDER shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the DEPARTMENT.

This Agreement is binding on the PROVIDER, its successors or transferees.

ARTICLE 8. RECORDS AND FINANCIAL AUDIT

The parties to this Agreement shall maintain complete financial records; which indicate the nature of services rendered during the term of the Agreement and retain them for a period of three (3) years from date of final payment. The records shall be subject to inspection by the DEPARTMENT and other state agencies as it may request and shall be sufficient to show that the billed services have been provided. The DEPARTMENT shall have the right to audit billings before and after payment; payment under this Agreement shall not foreclose the right of the DEPARTMENT to recover excessive or illegal payments.

ARTICLE 9. CLIENT RECORDS AND INFORMATION

The PROVIDER shall maintain complete client records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. Such records shall be available for inspection by the Department of Health and its designees.

The PROVIDER shall protect the confidentiality, privacy and security of all client information and records and shall not release any client information to any other third party without the express written authorization of the client and/or the Department of Health and its designees.

The PROVIDER shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality, privacy and security of information.

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ARTICLE 10. RELEASE

The PROVIDER, upon final payment of the amount due under this Agreement, releases the DEPARTMENT, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The PROVIDER agrees not to purport to bind the State of New Mexico to all obligations not assumed herein by the State of New Mexico, unless the PROVIDER has express written authority to do so, and then only within the strict limitations of that authority.

ARTICLE 11. LIABILITY

The parties to this Agreement shall maintain professional or general liability insurance, as applicable, for all services provided under this Agreement and shall supply evidence of such coverage upon the DEPARTMENT'S request.

The PROVIDER shall defend, indemnify and hold harmless the DEPARTMENT from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, if caused by the negligent or tortious act or failure to act of PROVIDER, its officer, employees, servants, or agents, or if caused by actions of any client resulting in injury or damage to the person or property of another person during any time when the PROVIDER or any officer, agency, employee, or subcontractor thereof has undertaken or is furnishing the care and services called for under this Agreement.

ARTICLE 12. STATUS OF CONTRACTOR

The PROVIDER, its agents and employees, are independent contractors performing professional services for the DEPARTMENT and are not employees of the DEPARTMENT. The PROVIDER, and its agents and employees, shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. PROVIDER, its agents and employees shall not be entitled to any of the benefits afforded employees of the DEPARTMENT including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this Agreement. The PROVIDER acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

ARTICLE 13. CONFLICT OF INTEREST

The PROVIDER warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

ARTICLE 14. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument, in writing, executed by the parties hereto.

ARTICLE 15. SCOPE OF AGREEMENT

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

ARTICLE 16. NON-DISCRIMINATION

The PROVIDER hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the

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Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12150, et seq.) and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, handicap or disability.

ARTICLE 17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, PROVIDER acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

ARTICLE 18. AUTHORITY

If PROVIDER is other than a natural person, the individual(s) signing this Agreement on behalf of PROVIDER represent and warrant that he or she has the power and authority to bind PROVIDER, and that no further action, resolution, or approval from PROVIDER is necessary to enter into a binding contract.

THIS SECTION LEFT BLANK INTENTIONALLY

APPENDIX D

**DEPARTMENT OF HEALTH
PUBLIC HEALTH DIVISION**

W9 FORM

Taxpayer Identification Number Verification (TIN)

FOR AGENCY USE ONLY	
Business Unit Number: _____	Date: ____/____/____
Point of Contact (POC): _____	
POC Initials: _____	POC Phone # _____



Substitute W-9

New Mexico Department of Finance and Administration
Financial Control Division
DO NOT send to IRS

PRINT OR TYPE

Complete instructions can be found on the reverse side of this form.

<p>TAXPAYER IDENTIFICATION NUMBER (TIN) (Provide only ONE) Sole proprietorship provide FEIN if applicable Federal Employer Identification Number (FEIN) _____ or Social Security Number (SSN) _____</p> <p>LEGAL NAME (As registered with IRS or SSA) Sole Proprietorship enter your Last Name, First Name, Middle Initial. _____</p> <p>TRADE NAME If doing business as (D.B.A) or business name of Sole Proprietorship _____</p> <p>PRIMARY ADDRESS (Address where correspondence, payment(s), purchase order(s), or 1099's should be sent) P.O. Box or Street Address _____ City, State, Zip _____</p> <p>REMITTANCE ADDRESS (Where payment(s), if different from primary address, should be sent) P.O. Box or Street Address _____ City, State, Zip _____ Additional _____</p> <p>CHANGE OF ADDRESS (Enter new address here) P.O. Box or Street Address _____ City, State, Zip _____ Change of Address applies to: <input type="checkbox"/> Remittance <input type="checkbox"/> Primary</p> <p>CERTIFICATION Under penalties of perjury, I certify that: I have provided my correct taxpayer identification number and that I am not subject to backup withholding as specified on the reverse side of this form. Print Name _____ Title _____ Signature _____ Phone _____ Date ____/____/____</p>	<p>BUSINESS DESIGNATION (CHECK ONE)</p> <p><input type="checkbox"/> Corporation (FEIN) Or <input type="checkbox"/> Professional Corporation (FEIN) <input type="checkbox"/> <i>Doctor/Medical Facility</i> <input type="checkbox"/> <i>Attorney/Legal Facility</i></p> <p><input type="checkbox"/> Individual (SSN) <input type="checkbox"/> Sole Proprietorship (SSN/FEIN) <input type="checkbox"/> Partnership (FEIN) <input type="checkbox"/> <i>General</i> <input type="checkbox"/> <i>Limited</i> <input type="checkbox"/> Estate/Trust (FEIN/ SSN) <input type="checkbox"/> Organization Exempt from Tax (FEIN) <i>Under section 501 (a)(c)(d)</i> Are you engaged in the business of providing medical services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Government Entity (FEIN) or Government Operated Entity (FEIN) <input type="checkbox"/> L.L.C Taxed As: <input type="checkbox"/> <i>Corporation (FEIN)</i> <input type="checkbox"/> <i>Sole Proprietorship (SSN/FEIN)</i> <input type="checkbox"/> <i>Single Member(FEIN)</i> <input type="checkbox"/> Other: _____</p>
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<p style="text-align: center;">OPTIONAL DIRECT DEPOSIT (ACH)</p> <div style="border: 2px solid black; padding: 5px; margin-bottom: 10px;"> <p>WARNING: The State of New Mexico will not process international ACH transactions (IAT). If any payment to you from the State will ever result in an IAT under the National Automated Clearing House Association's operating rules or if you are not sure if the rules apply to you. DO NOT FILL OUT THIS SECTION OF THE FORM.</p> <p>Please initial here to indicate that you have read the above warning. If you fail to initial here, direct deposit will not be approved. _____ Initial here</p> </div> <p>Bank Name: _____ Routing #: _____ Account #: _____ <input type="checkbox"/> Checking Account <input type="checkbox"/> Other Account <i>(Provide copy of voided check, NOT DEPOSIT SLIP)</i></p>	<p style="text-align: center;">FOR FCD USE ONLY</p> <p style="text-align: center;">ENTERED BY: _____</p> <p style="text-align: center;">DATE ENTERED: ____/____/____</p> <p style="text-align: center;">SHARE VENDOR # _____</p> <p style="text-align: center;">Share Form Revised 09/18/09</p>
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