

MEMORANDUM OF AGREEMENT (MOA)

GENERAL TERMS AND CONDITIONS

**U.S. DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION SERVICE**

WIC State Agency Model (SAM)

Purpose

The purpose of the SAM Project is to promote the development of model WIC systems by consortiums (referred to as State Agency Models (SAM)). It also includes the transfer of these models to other WIC State agencies in order to eliminate duplication and streamline the State agency procurement process. This process supports the agency's goal to improve the stewardship of federal funds by replacing State agency legacy systems to increase the efficiency, capability, and consistency for tracking program expenditures, infant formula rebates, program income and other financial aspects of the Program. The modernization of WIC systems will also improve the efficiency of program administration by streamlining clinic operations, and reducing the incidence of WIC Program fraud through development and enhancement of fraud detection systems. This MOA is between FNS and individual State agencies.

A. THE RECIPIENT AGREES:

Consortia/Member State Agencies

1. To conduct a full life-cycle cost-benefit and alternative analyses. Each consortium will select at least 3 viable alternatives (including baseline) in accordance with FNS guidance on the USDA Capital Planning and Investment Control (CPIC) requirements.
2. Information system security will be compliant with State guidelines and regulations as well as National Institute of Standards and Technology (NIST) guidelines to the extent possible.
3. Information system disability access will be compliant with State guidelines and regulations as well as Section 508 of the US Rehabilitation Act to the extent possible.
4. To work with a planning contractor procured by each consortium to identify opportunities for business process reengineering.
5. To submit planning documents to FNS. These will include all documents required under the APD process as well as the following supplemental documents:
 - Earned-value management analyses and reports (includes Work Breakdown Structure)
 - Independent Verification and Validation Plan
 - Risk Mitigation Plan and ongoing analyses reports
 - Quality Assurance Plan
6. To submit quarterly status reports to FNS, to include the following at a minimum:
 - Project progress and milestones completed or behind schedule

- Earned-value management data
 - Issues identified in the risk mitigation plan
 - Issues identified in unit, system or acceptance testing
7. To submit all major contractor deliverables to FNS for review, including detailed system and functional requirements, and system design. FNS may request other deliverables at any time at its discretion.
 8. To arrange biweekly conference calls with the FNS in order to discuss pilot project progress. Additional, conference calls can be scheduled by either party as needed. The frequency of such calls may be changed at a later date.
 9. To manage the program consistent with legislation, administrative rules, regulations, and procedures of the State, including coordination and approval of all accounting procedures and with applicable Federal administrative requirements contained in OMB Circulars A-102, A-87, and A-133 and the regulations implementing them, i.e. 7 CFR Part 3016. Also, adherence is required to the following: 7 CFR Part 3017, USDA Implementation of Governmentwide Debarment and Suspension (Non-procurement) and Governmentwide Requirements for Drug-Free Workplace Act; 7 CFR Part 3018, USDA Implementation of Governmentwide Restrictions on Lobbying.

That the Recipient and its Contractors are authorized to utilize subcontractors on this MOA. It is understood that the subcontractor(s) shall follow the appropriate cost principles as set forth by the Recipient, including Nonprocurement Debarment and Suspension Certification. FNS may review any such cooperative agreement, subgrants, subagreements, or subcontracts entered into with other entities.

10. To make all records pertaining to activities under the MOA available to FNS, the USDA Inspector General, or the U.S. Comptroller General, upon request.
11. Not to seek any financial recourse from USDA as a result of any liabilities the Recipient and designated State agency might incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, its designated State agency, its officers, agents or employees, or if applicable its subrecipients or their officer, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 et seq.

Lead State Agency(ies) for Each Consortium

1. To manage project funding (coordinate payment with other State agencies if they can't dispense through lead state(s)).
2. To have a project manager who is a WIC staff or State agency staff person, or who is a consultant with relevant experience.
3. To release RFP(s) on behalf of the consortium to procure a planning contractor, quality assurance (QA) contractor, and design, development, implementation contractor. All procurements will be fixed price and performance based. Payment will occur after review of each major deliverable by both the consortium and FNS. Major deliverables include detailed design, system and functional requirements documents. FNS may request other deliverables at any time at its discretion.

The RFPs must require the following:

- Contractor will use configuration management software (i.e., PVCS) during design, development, and testing.
 - Contractor will develop requirements documents (which may include Use Cases) that should be signed-off and accepted by the consortium. A “change request” process will be implemented by the contractor to document all requested changes to system and to track their status. This will help control “scope creep” and assure that all requests (implemented now or in the future) will be documented.
 - Contractor will conduct an incremental system demonstration every few months during development.
 - Contractor will provide detailed system and functional requirements, system design specifications, source code with in-line comments, and a complete system installation guide.
4. To accept proposals from prospective contractors, field inquiries and questions from bidders, notify bidders of selection, and serve as point of contact for contractor(s) invoices and payment.
 5. To host consortium meetings, conference calls, and demonstrations and invite FNS Headquarters and Regional Offices. Conference calls should be held at least once a month.
 6. To host State and Federal acceptance testing.
 7. To ensure that contractor(s) provide adequate documentation, including project plans, system requirements, system design/architecture specifications, system source code and design, system test plans, and implementation plans.

B. THE DEPARTMENT OF AGRICULTURE FNS AGREES:

FNS will have the following roles and responsibilities to ensure that project goals will be met:

1. Secure a contractor to facilitate planning at the Federal level.
2. Review and provide comments on RFP(s) of each consortium.
3. Review and provide comments on contracts.
4. Develop Performance Measures to be used by both FNS and State agencies.
5. Interact with consortia to promote effective communication and open dialog.
6. Suggest corrective action, if necessary, to bring projects back on schedule and within budget.
7. Review all consortium documents, including earned-value management reports, risk mitigation plan and analyses, cost-benefit and alternatives analyses, and independent verification and validation plan.
8. Participate in the review of all major contractor deliverables, including detailed design, system and functional requirements documents. FNS may request other deliverables at any time at its discretion. Work will proceed when conflicts have been resolved or been agreed to postpone to a designated date.
9. Act as a consortium mediator as necessary.
10. Review requirements to ensure consistency with program regulations and policies.

11. Report periodically to the Office of Management and Budget (OMB) on SAM progress.

C. THE RECIPIENT AND FOOD AND NUTRITION SERVICE MUTUALLY AGREE:

1. FNS will be coordinating with State agency consortia on an ongoing basis to ensure that the progress of the SAM project includes:
 - Adequate system planning and project monitoring
 - Detailed system and functional requirements
 - Detailed system design and architecture based on extensive research
 - Adequate unit, system, and acceptance testing
2. When the contracts for planning, QA, or design/development/implementation are signed, the MOA will need to be revised to include appropriate milestones, which may be the same milestones as identified in the State's procurement documents.
3. Model systems developed under SAM will be consistent with the following system design and functional requirements:
 - Information systems developed under SAM should use modern web technology (HTML/HTTP). The overall objective is for all systems to be based on a common technology and have the ability to integrate all systems through a common interface. Modern web technologies utilize components such as, but not limited to: Windows 2000 or newer, UNIX, recent versions of off-the-shelf software (COTS) such as Cognos BI Tools and Crystal Reports, program languages/tools such as Microsoft .Net, Java, JSP, XML, ColdFusion, CGI and recent releases of databases such as SQL Server 2000 or Oracle8i/9i. An open system architecture is the desired goal and can best be met through solutions which promote platform independence.
 - Information system security will be compliant with State guidelines and regulations as well as National Institute of Standards and Technology (NIST) guidelines to the extent possible.
 - Functional requirements that are in addition to or an update of existing FReD requirements will be included in the final MOA.
4. That this MOA may be amended in writing at any time by mutual agreement between the parties. The Recipient must receive prior FNS approval for any significant changes to this MOA.
5. That this MOA may be terminated by either of the parties hereto upon 60 calendar days notice in writing to the other party.
6. The Recipient is free to copyright any books, publications, or other copyright materials developed in the course of or under this MOA, but the U.S. Department of Agriculture shall reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Automated data processing software developed by the recipient shall be considered copyright materials for purposes of this provision.
7. The Recipient may establish a reasonable charge for products and services developed and/or provided in accordance with the program's mission, provided however, that the charge to public and nonpublic nonprofit organizations for products developed with Federal funds will not exceed the cost of reproduction and dissemination. Such money will be considered program income.

State Official Signature

Typed Name

Title

Date

Director, FNS Grants Management Division

Typed Name

Title

Date

Director, FNS Supplemental Food Programs Division

Typed Name

Title

Date