



**Solicitation Information**  
**June 6, 2017**

**RFP# 7553502**

**TITLE: RI WIC Management Information System (MIS) Transfer and Implementation Project**

**Submission Deadline: September 6, 2017 at 10:00 AM Eastern Time (ET)**

**PRE-BID/ PROPOSAL CONFERENCE: No**

Questions concerning this solicitation must be received by the Division of Purchases at [david.francis@purchasing.ri.gov](mailto:david.francis@purchasing.ri.gov) no later than **June 30, 2017 at 10:00 AM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: No**  
**BOND REQUIRED: No**

**David J. Francis**  
**Interdepartmental Project Manager**

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

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## SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Health (RIDOH), Special Supplemental Nutrition Program for Women, Infants and Children Program (hereinafter RI WIC Program) is soliciting proposals from qualified MIS Transfer and Implementation services firms to establish a contract through competitive negotiations for the provision of MIS Transfer and Implementation services (hereinafter T&I) throughout the testing, pilot, implementation and hosting/maintenance phases of a new MIS solution for RI WIC in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

The initial contract period will begin approximately January 1, 2018 for one twenty-two-month (22) period. This is a one-time project and will not be renewed upon completion.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to affordability. There will be no public opening and reading of responses received by the Office of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

**Important: State of RI Department of Administration Purchasing Terms and Conditions and RI Department of Health Boiler Plate Contract Language are Not Subject to Editing or Negotiation.**

### INSTRUCTIONS AND NOTIFICATION TO OFFERORS

1. Potential Contractors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the Contractor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime Contractor, or prime Contractors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted,

provided that their use is clearly indicated in the Contractor's proposal and the subcontractor(s) to be used is identified in the proposal.

8. All proposals should include the Contractor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Contractors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful Contractor(s).
14. The Contractor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBEs in all State procurements. For further information visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov)
15. Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement.
16. In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the Contractor hereby certifies that it is an "eligible entity," as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The Contractor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the Contractor is not an "eligible entity," as defined by 45 C.F.R. § 155.110.

## **SECTION 2: BACKGROUND**

### **BACKGROUND**

The RI WIC Program (Special Supplemental Nutrition for Women, Infants, and Children) is funded by the Food and Nutrition Service (FNS), a Federal agency of the United States Department of Agriculture. RI WIC provides services to low-income pregnant, breastfeeding and non-breastfeeding postpartum women, infants, and children to age five (5). RI WIC's primary mission, as an adjunct to good healthcare, is to provide education for optimal nutrition during critical stages of growth and development. The program provides an array of support for families including breastfeeding support and promotion; referrals to needed medical and social services in the community; and assessment of client nutritional status. RI WIC must comply with all Federal and State reporting mandates.

RIDOH's Division of Community, Health and Equity (CHE) delivers RI WIC services at the local level by contracting with 12 local agencies (LA), non-profit community organizations, community health centers and hospitals. The local agencies operate a total of 25 clinics statewide. The program serves approximately 25,000 participants per month, issuing 1.5 million checks a year (worth \$14 million). Local agency caseload can range from as low as approximately 500 to as many as approximately 2,500.

Currently in Rhode Island nutritious foods are issued to RI WIC participants through paper Food Instruments. These checks list the food items and quantities that may be purchased by participants at authorized food retail locations. RI WIC checks are printed and issued to participants at local clinic locations. Checks are typically issued 3 months at a time after the completion of certification appointments, which determine participant eligibility and required nutrition education appointments. The RI WIC participant, parent, guardian, caretaker, or proxy then redeems the check(s) at a RI WIC-authorized retail location. The retailer deposits any WIC checks they receive as they would a personal check. The banking contractor then reduces RI WIC's account accordingly and performs settlement with retailers.

The RI WIC program issues an average of 100,000 checks per month which include a regular RI WIC check and Cash Value Vouchers (CVV) for fruits and vegetables. Additional 7,000 - 22,000 checks are issued during June, July and August for the Farmers' Markets.

The regular check covers the purchase of prescribed foods such as cereals, juices, milk, cheese, eggs, peanut butter, canned fish and infant formula. Fruit and vegetable checks have a fixed dollar amount (\$8, \$11, and \$16.50) and can be redeemed for fruits and vegetables only (fresh, canned and/or frozen). Farmers' Market checks are not redeemable at grocery stores and can only be accepted by farmers at the RI WIC Farmers' Markets around the state for approved fruits and vegetables. Farmers can also accept cash value vouchers.

Checks are presented daily to the banking agent for payment. The banking agent screens each check using visual edits and automated edits from data provided by the Rhode Island State office to determine if the checks are acceptable. As required by federal regulations, checks must be accepted or rejected and returned unpaid through the Federal Reserve System within specified timeframes. Wire transfers are made daily on the State of Rhode Island account to provide payment for honored checks. The banking agent forwards a Statement of Account and monthly reconciliation to RI WIC showing actual cash paid out and adjustments made during the month. The office maintains an issuance master file which completely tracks the status of all checks (e.g., distributed to Local RI WIC Agencies, issued/not issued to participants, redeemed, paid/not

paid, expired, lost, stolen, etc.) The RI WIC office provides to the banking agent a daily pricing file, vendor file, stamp file and issuance file. The banking agent provides paid information and daily, weekly and monthly reports.

There are approximately 250 RI WIC approved retailers divided into 9 peer groups, which provide food and formula to RI WIC participants in exchange for RI WIC checks. RI WIC retailers include pharmacies, large chain stores, medium independent stores, small neighborhood grocery/convenience stores, and a commissary. Authorized pharmacies only provide special infant formulas that cannot be purchased at retail grocers.

The RIWEBS system consists of software written for PC-based computers that reside in RI WIC Clinics and RI WIC Office. The clinic software allows the user to search and view all participant data, document provision of RI WIC services, and produce checks for the participant on demand. The web-enabled architecture operates in a real-time environment and allows participant information and transfers to occur instantaneously. Check issuance information is transmitted to the contract banking agent on a nightly basis. The RIWEBS system does not currently support electronic benefits issuance or food delivery in either an online or offline system.

The services provided by the selected vendor will include system design/configuration, testing, installation, hosting, maintenance and enhancement. These services are necessary to ensure the RI WIC MIS project plan proceeds without error, delay or interruption in compliance with the United States Department of Agriculture approved handbook 901. This document is located at [FNS Handbook 901 v2 Advance Planning Documents | Food and Nutrition Service](#).

The goal of RIDOH is to meet the Congressional mandate of 2020 to have Electronic Benefits Transfer (EBT/eWIC) available statewide. To achieve this goal, we need to have a MIS system that would be capable of supporting eWIC functionality. In the RI WIC program eWIC would include the use of an electronic food prescription, which specifies particular food items, quantities of the food items that can be purchased, the time period within which the food items must be purchased, and the maximum value associated with these food item purchases. These electronic benefits are maintained in an account that is set-up for a benefit recipient. The account is associated with a card that identifies the account holder and through which benefits are accessed. eWIC allows the issuance, redemption, and settlement of food benefits to be automated. Automation of this process results in fewer retailer errors, greater anonymity and security for participants and greater reporting accuracy for the RI WIC Program.

The RIDOH intends to pursue federal funding to replace the existing RI WIC information system used for RI WIC participant certification, food benefit issuance and many other program operations. It is the intent of RIDOH to hire an experienced Transfer and Implementation Contractor who will, in cooperation with RI WIC and the Quality Assurance and eWIC Contractors, develop and carry out a Transfer and Implementation plan which will encompass phases for the planning, development, testing, pilot, and rollout of a new eWIC-capable MIS system. This plan shall, at a minimum, include:

- Creating a work plan and schedule
- Configuring the selected MIS to correspond to the needs of RI WIC
- Converting data from legacy system to new MIS
- Testing, training, and creating/maintaining documentation

- Assisting the installation of the MIS system in the state and local agencies
- Hosting system during and after transfer to the new MIS
- Installing MIS updates as they become available

## **PROJECT MANAGEMENT**

The RI WIC Program will put into place a RI WIC MIS Planning Project Executive Steering Committee consisting of, at a minimum, RI WIC Chief, RI WIC Deputy Chief, RI WIC project Manager, Fiscal Manager, Vendor Manager, Client Services Manager and IT Technical Support Specialist. While the RIDOH administration and RI WIC Chief will have overall decision-making authority for the RI WIC MIS T&I project, day to day management of the project will be performed by a full-time project manager retained by the RI WIC Program. The project manager will be the primary point of contact between the Contractor and the RI WIC Program. The project manager will manage this project by setting project objectives, goals and requirements and will also approve the tasks, timelines and deliverables of the T&I Contractor, under advisement of the Executive Steering Committee. The IT Technical Support Specialist, a representative from Department of Information Technology (DOIT), will provide guidance in evaluating the capability of the proposed contractors and completeness of the statements of work and other aspects of the proposed agreements with the contractors. The RI WIC Chief has the authority to make decisions at the executive level to resolve any potential issues that could arise. The Executive Steering Committee will meet at least once per month during the course of the project to evaluate the progress of the project.

The T&I Contractor shall work with the selected team of RI WIC staff assigned to this project, and be responsible for timely status reports to the RI WIC MIS Planning project Executive Steering Committee. There will be checkpoints established in the project timeline that represent deliverable due dates, and the T&I Contractor will be responsible for meeting these timelines.

## **ACCESS TO FACILITIES**

The RI WIC Program shall provide the successful contractor with reasonable access to the RI WIC Program's personnel, documents and equipment during normal business hours. There will be no access after-hours. The contractor must provide their own supplies. Reasonable use of the RI WIC office equipment (such as photocopy machines, facsimile and telephones) shall be at the discretion of the RI WIC Program.

## **SECTION 3: SCOPE OF WORK**

### **Project Purpose**

The purpose of this project is to meet the 2020 EBT mandate as outlined in the Healthy Hunger-Free Kids Act of 2010. In order to issue WIC benefits electronically, the RI WIC Program must implement a new MIS. The RI WIC program will transfer and implement Crossroads, while concurrently implementing eWIC throughout the state.

Vendors can access the Crossroads technical documentation by registering on the WIC Technology Partners website (<http://wictechnologypartners.com/>).

### **Project Goals**

The overarching goal of this project is to meet the 2020 EBT mandate, though the project does have more targeted goals for the RI WIC program that include:

- Implementing technology that streamlines processes at WIC clinics, and facilitates client-centered appointments;
- Improving the shopping experience for both participants and vendors; and
- Providing additional data to the WIC program that improves business operations and management decisions.

### Expected Timeline

The RI WIC Program’s transfer and implementation of Crossroads and the concurrent rollout of eWIC is expected to follow the timeline below. **Vendors must be able to adhere to a rigorous schedule to achieve completion by rollout date.** Though time for working through the contracting process was accounted for in building the project timeline, it is worth noting that the timeline is based off of planning assumptions and is subject to change if early milestones are not met, and as the TIC and eWIC Services Provider coordinate activities. The successful Vendor will include in their response their approach for meeting the suggested project timeline.

Milestone/Project Phase	Anticipated Start Dates	Timeframe
Contracts Executed	January 2018	Six (6) Months
Design / Development Activities	December 2018	Ten (10) Months
Testing	October 2018	Two (2) Months
Pilot	February 2019	Three (3) Months
Rollout	June 2019	Three (3) Weeks
Closeout	October 2019	One (1) Month



## Project Phases

The TIC project will consist of the following phases:

<b>Phase 1</b>	<b>Project Planning &amp; Implementation</b>	<ul style="list-style-type: none"> <li>• Project Initiation</li> <li>• Final Work Plan &amp; Schedule</li> <li>• Planning Documents</li> </ul>
<b>Phase 2</b>	<b>Design</b>	<ul style="list-style-type: none"> <li>• System Configuration and Interface Development Initiation</li> <li>• Configuration Sessions, Interface Design and Gap Analysis</li> <li>• Clinic Enablement, Site Readiness Checklists</li> </ul>
<b>Phase 3</b>	<b>Development</b>	<ul style="list-style-type: none"> <li>• Data Conversion</li> <li>• System Configuration, Technical Testing, and Revisions</li> </ul>
<b>Phase 4</b>	<b>Testing</b>	<ul style="list-style-type: none"> <li>• Equipment Procurement (UAT)</li> <li>• Operational Planning, Documentation, Policy and Procedure, Training Materials</li> <li>• Help Desk and UAT Training</li> <li>• UAT</li> <li>• Pilot “Go” / “No Go” Checkpoint</li> </ul>
<b>Phase 5</b>	<b>Pilot</b>	<ul style="list-style-type: none"> <li>• Pilot Operations Initiation</li> <li>• Equipment Procurement (Pilot/Statewide)</li> <li>• State Operations Training</li> <li>• Pilot Training</li> <li>• Pilot Testing</li> <li>• Primary Training for Statewide Rollout Groups</li> <li>• Pilot Evaluation</li> <li>• Modify and Retest System</li> <li>• Rollout “Go” / “No Go” Checkpoint</li> </ul>
<b>Phase 6</b>	<b>Statewide Rollout</b>	<ul style="list-style-type: none"> <li>• System rollout initiation</li> <li>• Statewide Refresher Training</li> <li>• Statewide system rollout technical support</li> <li>• System documentation</li> </ul>
<b>Phase 7</b>	<b>Maintenance</b>	<ul style="list-style-type: none"> <li>• System services</li> <li>• Initial six (6) month warranty for TIC Contract</li> <li>• System Hosting</li> </ul>

### Phase 1: Project Planning and Initiation

The project planning and initiation phase allows the project team to convene and review the goals of the project, confirm expectations and understanding of the required deliverables and tasks, and determine communication paths and processes to be used throughout the project. It is the desire of RI WIC to kick off both the eWIC implementation project and the MIS transfer and implementation project jointly to set the stage for the eWIC Services Provider and the TIC to work in coordination with each other throughout the concurrent rollout.

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.1.1	Task	Project Kickoff Meeting	The TIC will organize the Project Kickoff Meeting with RI WIC Project team and any other project contractors deemed necessary by RI WIC within ten (10) business days of contract execution. The TIC is responsible for developing the agenda and providing meeting minutes. In the event of a joint kickoff with the eWIC Services Provider, the TIC will coordinate directly with the eWIC Services Provider to develop meeting materials. RI WIC would prefer a joint Project Kickoff Meeting and will make a reasonable effort to ensure both TIC and eWIC contractors are available. The Project Kickoff Meeting will be onsite in Providence, RI. RI WIC will provide the space and additional meeting materials, such as a projector or flip charts. In addition, RI WIC will replicate contractor-developed meeting materials in their offices for attendees.	R
T.1.2	Task	Staffing Change Approvals	The TIC must submit any core staffing changes based upon the proposed team/positions to RI WIC within five (5) business days of the change. All core staffing changes are subject to approval by RI WIC. Core staff that are deemed unfit must be replaced within two (2) weeks.	R
T.1.3	Task	Deliverable Acceptance Timelines	The TIC project plan should reflect appropriate review and	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			acceptance timelines for each deliverable/task. At a minimum, the TIC should plan for ten (10) business days for initial RI WIC review and an additional five (5) business days for reviews of modifications to deliverables. In the event that multiple deliverables are submitted for review simultaneously, RI WIC will require an additional five (5) business days of review time if additional plans greater than 15 pages or more than three (3) plans are delivered concurrently.	
T.1.4	Task	Bi-Weekly Meetings	The TIC will facilitate bi-weekly meetings with RI WIC and other contractor staff. The TIC will deliver agendas two (2) business days in advance of the meetings and meeting minutes no later than two (2) business days after the meeting. Meeting topics will include the status of scheduled tasks; concerns that may impact scope, budget, timelines, or quality; tasks accomplished in the previous timeframe; and tasks expected within the next timeframe. Meeting minutes will include discussions, decisions, and action items.	R
D.1.1	Deliverable	Project Kickoff Meeting Agenda	See deliverables	R
D.1.2	Deliverable	Project Plan and Schedule	See deliverables	R
D.1.3	Deliverable	Monthly Status Reports	See deliverables	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
D.1.4	Deliverable	Planning Documents	<p>The TIC will deliver the following plans within 45 business days of project execution.</p> <ul style="list-style-type: none"> <li>• Training Plan</li> <li>• Implementation Plan</li> <li>• Configuration Management Plan</li> <li>• Data Conversion Plan</li> <li>• Security Plan</li> <li>• Test Plan</li> <li>• Telecommunications Plan</li> <li>• Disaster Recovery Plan</li> <li>• Hosting Plan</li> <li>• Transition Out Plan</li> </ul>	R
D.1.5	Deliverable	Project Kickoff Meeting Summary	See deliverables	R

## Phase 2: Design

The design phase is primarily to ensure that the Crossroads system is configured to Rhode Island specifications and that the system and any interfaces will function accordingly. In addition, the design phase will include a full assessment of the data conversion requirements and processes to ensure that the required data is fully accessible to RI WIC during implementation.

Because Rhode Island is joining the Crossroads User Group, they are restricted from making any changes to the Crossroads code without following the Crossroads change control process; this process currently prohibits any changes to the source code beyond changes commissioned from the M&E Contractor under the User Group M&E contract. It is anticipated that changes necessary to develop interfaces between the Crossroads System and the currently interfaced systems (KIDSNET, and Xerox) will be unclear until after technical requirements have been defined and fully analyzed. RI WIC will require the design activities for the KIDSNET interface as well as all efforts to design, develop, and support the Xerox interface. In the event that development and implementation support of the KIDSNET interface can proceed under this contract, RI WIC will also pursue these activities at their discretion.

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.2.1	Task	Gap Analysis	The TIC will perform a Gap Analysis of the RIWEBS and Crossroads to identify any gaps between the two systems.	R
T.2.2	Task	System Design and Confirmation Sessions	The TIC will conduct System design and confirmation sessions to discuss conversion from RIWEBS to Crossroads and RI WIC configuration requirements. The TIC will provide the agenda and meeting minutes for these sessions. The agendas for these sessions will be provided by the TIC at least two (2) weeks in advance to allow for resource scheduling. These sessions will be onsite in Providence, RI.	R
T.2.3	Task	Interface Design Sessions	The TIC will conduct interface design sessions to discuss the interface between Crossroads and the eWIC system as well as KIDSNET. These sessions may be done remotely. The TIC will provide the agendas and meeting minutes for these sessions. KIDSNET includes automated bi-directional data exchanges between RIWEBS and KIDSNET and provides a real-time display of the KIDSNET immunization page	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			accessed from RIWEBS. See Attachment 2 for more information on KIDSNET.	
T.2.4	Task	Data Conversion Confirmation Sessions	Using the results from the gap analysis, the TIC will conduct data conversion confirmation sessions to discuss data mapping from RIWEBS to Crossroads. Prior to determining the data conversion approach, the TIC must provide mapping examples and any potential data conversion issues to RI WIC for approval before proceeding. These sessions will occur in Providence, RI. RI WIC intends to convert three (3) years of client records including demographics, risks, food package and redemption information. In addition, RI WIC intends to convert all vendor data. RI WIC requires the ability to run three (3) years' worth of standard reports for information independent of the issuance and reconciliation of food instruments (FI). Reports on vendor data should be available for all historic vendor data that exists in RIWEBS currently.	R
T.2.5	Task	Final Configuration Session	The TIC will provide a final configuration session and present a comprehensive system design walkthrough to allow RI WIC to view their decisions in relation to each other.	R
T.2.6	Task	Hosting Site	The TIC will implement a hosting site for the WIC MIS. The site will be operational prior to UAT and remain operational for the duration of the contract. Vendors may propose either a physical hosting site or a cloud-based	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			hosting site. RI WIC requires four (4) environments: Testing, Training, Production and Configuration/Staging.	
D.2.1	Deliverable	Gap Analysis Report	See deliverables	R
D.2.2	Deliverable	Master Decisions Document	See deliverables	R
D.2.3	Deliverable	Configuration Requirements Document	See deliverables	R
D.2.4	Deliverable	Interface Design Document	See deliverables	R
D.2.5	Deliverable	Site Readiness Checklist and Recommendations	See deliverables	R

### Phase 3: Development

The development phase of this project will be comprised of the TIC executing the development tasks agreed upon in the design sessions to ensure the Crossroads system operates according to RI configurations and interfaces correctly with the identified programs if the interface development option is exercised. RI WIC will be joining the Crossroads User Group and taking the Crossroads system “as-is” meaning there will be no changes to the system code; however, the Crossroads system is highly configurable, and as such the development phase of this project will require significant work in configuring the system to meet RI WIC’s needs.

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.3.1	Task	System Configuration	The TIC will configure the Crossroads system based upon the outcomes of the System Design and Confirmation Sessions. The MIS/eWIC configurations will conform to the version of the WUMEI (WIC Universal MIS/EBT Interface) supported by both TIC and eWIC Contractors or by the most current version. The TIC will communicate any system configuration changes that impact issuance or redemption of benefits to the eWIC Services Provider.	R
7T.3.2	Task	Interface Development	The TIC will develop the KIDSNET interface as required based upon the Interface Design Sessions. Information regarding this system is located in Attachment 2. The TIC will be required to coordinate directly with the technical leads maintaining the interfaced system to both analyze interface design as well as during the development and testing of the interface.	O
T.3.3	Task	Data Conversion	RI WIC requires three (3) years of data, as well as all vendor data, be converted from RIWEBS to Crossroads. Data to be converted includes client records including demographics, risks, food package and redemption information in addition to all historic vendor data available in	R



Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			RIWEBS. Data cleanup post conversion will be included in the Data Conversion plan. RI WIC will assist the TIC by providing guidance for data cleanup; however, it will be the responsibility of the TIC to perform the clean-up activities. The TIC will also be responsible for providing exception reports of incompatible or erroneous data.	
T.3.4	Task	Security Guidelines	The TIC will abide by all RI security guidelines and requirements and include a plan for doing so in the Security Plan deliverable. RI security information is provided in Attachment 4.	R
D.3.1	Deliverable	Hosting Site Support Requirements	<p>The TIC will be required to host the Crossroads system on behalf of RI for three (3) years after implementation. System hosting throughout statewide implementation will be required of the TIC, with two (2) additional extensions of one year each to be exercised at the discretion of RI WIC see Task T.7.4.</p> <p>At a minimum the following shall be provided and/or supported at the hosting site:</p> <ul style="list-style-type: none"> <li>• System/User support M-F, 7:30 AM - 7:00 PM EST</li> <li>• Server and data storage hardware</li> <li>• Server Configuration Services</li> <li>• Server Monitoring Services</li> <li>• Complete Hardware Support</li> <li>• Service Level Metrics</li> </ul>	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			<ul style="list-style-type: none"> <li>• 99.9% WIC IS System Access from the Internet SLA during business hours</li> <li>• 99.9% WIC IS System availability SLA during business hours</li> <li>• Network-based Intrusion Detection</li> <li>• System Operating System (OS) Support</li> <li>• Routine system maintenance</li> <li>• Virus protection</li> <li>• Anti-virus updates</li> <li>• Firewall protection</li> <li>• Disaster Recovery</li> <li>• All required environments</li> </ul>	
D.3.2	Deliverable	Hosting Site Transition Out Plan	See deliverables	R
D.3.3	Deliverable	System and User Documentation	See deliverables	R

**Phase 4: Testing**

RI WIC will require two (2) rounds of UAT testing; the first round is dedicated to MIS functionality and the second round dedicated to end-to-end testing. The TIC is expected to coordinate with the eWIC Services Provider prior to UAT to confirm approach, data availability and responsibilities. UAT will include converted data from a sample of Local Agencies/Clinics initially and be updated for the 2nd round with additional Local Agency/Clinic data. RI WIC will be employing a train-the-trainer approach for pilot and rollout; the training materials developed for UAT training will be further refined based on feedback received from UAT training and incorporated into materials for State-provided training.

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.4.1	Task	Review UAT Plan	The TIC will review the MIS/eWIC UAT plan provided by the QA Contractor and provide feedback within ten (10) business days of receiving the UAT Plan. The TIC will work directly with the eWIC Services Provider and the QA Contractor in the revision of the UAT Plan.	R
T.4.2	Task	Baseline Test	Prior to any system modifications, the TIC will perform a Baseline Test to ensure that the transferred system operates correctly in RI WIC environment. The system will require a baseline test to ensure that the eWIC system operates correctly in the Crossroads environment.	R
T.4.3	Task	Unit/Module Test	The TIC will perform Unit/Module Testing to validate that an individual program module or script functions correctly. Each unit/module test will execute every source statement and each conditional branch in the module. Test results will be recorded in the software development folder for that module.	R
T.4.4	Task	Subsystem Integration Test	The TIC will perform Subsystem Integration Testing in the development environment. This test is the first level of testing where problem reports are generated, classified by severity, and the	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			resolution monitored and reported. Subsystem integration testing may need to be run several times for each subsystem, and is only complete when it can be run with zero errors. For any errors found within the Crossroads system that result from current coding and cannot be modified by the TIC, the TIC can submit documentation to that effect along with suggested workarounds to RI WIC for approval.	
T.4.5	Task	System and Conversion Testing	The TIC will provide end-to-end System testing; this must be successfully completed at least one week prior to formal UAT. The TIC must provide backup documentation to certify that the system testing was successful. The TIC must also test the data conversion. The TIC will work directly with the QA Contractor to provide validation of results.	R
T.4.6	Task	Interface Testing	The TIC will conduct testing with the KIDSNET system. Information received and sent must be verified against the requirements from the Interface Design Sessions and verified by interfaced systems' staff prior to UAT.	O
T.4.7	Task	Contractor to Contractor Testing	The TIC will coordinate with the eWIC Services Provider to conduct contractor to contractor testing prior to formal UAT.	R
T.4.8	Task	Regression Testing	The TIC will conduct Regression Testing following any modification to verify that the problem was corrected or enhancement made without adverse side effects to existing functionality and to ensure the	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			component still complies with its requirements. Regression testing also refers to rerunning the entire system test after errors have been corrected to ensure that unanticipated errors have not been introduced elsewhere in the system by the error correction activity.	
T.4.9	Task	eWIC Training	The TIC will participate in eWIC training to ensure a comprehensive understanding of system functionality.	R
T.4.10	Task	Training Materials Coordination	The TIC will coordinate with the eWIC Contractor in the development of all training materials. All TIC training materials must include relevant eWIC functionality and provide a comprehensive training experience. Training materials and data used should be State-specific.	R
T.4.11	Task	Training Materials Walk Through	The TIC will provide a Training Session Walk through with RI WIC of all the materials to be used throughout the MIS trainings including UAT, Pilot, State office training. Training materials are subject to RI WIC approval.	R
T.4.12	Task	Training Venue	The TIC will conduct a UAT training for the quantity of staff being trained. RI WIC expects there to be 15-20 attendees. All training equipment, replicated materials, and locations will be the responsibility of RI WIC.	R
T.4.13	Task	Training Environment	The TIC will provide a training environment for RI WIC to be used in Pilot and Rollout Trainings. The TIC will also provide and document all "dummy" data necessary for all training sessions.	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.4.14	Task	State Training	The TIC will provide training to RI WIC State Staff on the administrative areas of the system including, but not limited to, Admin, Operations, Finance and Reporting to assist in decision making of configuration setup including parameters, list management, batch processing, etc., prior to UAT. RI WIC State staff will also be provided training for UAT in these administrative areas. A shorter "refresher" version of this training will be provided for State staff again prior to Pilot.	R
T.4.15	Task	Equipment Procurement-UAT	The TIC will assess UAT equipment needs for training and testing and inform RI WIC what equipment is needed. RI WIC will procure the necessary equipment.	R
T.4.16	Task	UAT Test Environment	The TIC will provide the environment for UAT testing that will include converted data. The TIC will provide the data necessary to perform training activities and testing activities.	R
T.4.17	Task	UAT Training	While the QA Contractor will provide training on UAT processes and procedures, the TIC will provide system functionality training to UAT participants. UAT Training will include a functional system walkthrough. This training is expected to occur after End-to-End testing but prior to formal UAT. The TIC will coordinate with the eWIC Services Provider to ensure UAT training and training materials are comprehensive of Crossroads and eWIC functionality.	R
T.4.18	Task	UAT Testing	The TIC will support two	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			<p>rounds of UAT testing; the first round is scheduled for four weeks followed by a week break with a second round of testing lasting four weeks for a total of nine weeks. At the end of Round 1, RI WIC will review the results from UAT and may choose to postpone resuming testing until defects are addressed. Both rounds of testing are expected to review the system end-to-end. The second round of UAT testing will also incorporate eWIC testing. The TIC will coordinate directly with the eWIC coordinator prior to UAT to confirm approach, data availability and responsibilities. UAT will include converted data from a sample of Local Agencies/Clinics initially and be updated for the 2nd round with additional Local Agency/Clinic data. The TIC will need to allow for clock changes within UAT to be used to simulate the passage of time.</p>	
T.4.19	Task	UAT Support	<p>The TIC will attend UAT to answer questions, research issues identified, resolve issues as they arise and provide consultation as necessary. The TIC will also provide system hosting for UAT and support preconditions needed for test scripts. The TIC Contract will provide results of queried conversion data to aid Testers in the identification of records to be used during UAT testing. Because UAT will also test user documentation, the TIC will provide updates to the documentation following UAT. The TIC will be requested to attend UAT onsite for up to eight (8) weeks; however, RI WIC may ultimately require</p>	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			less.  The Vendor will provide a weekly support cost.	
T.4.20	Task	Issue Tracking	The TIC will provide a tool for entering, monitoring, and recording resolved issues found during UAT, Pilot and Rollout along with the results of any research and development activities related to the issue. Access to this tool must be given to RI WIC, QA Contractor, and the eWIC Contractor. This tool is subject to review and approval by RI WIC.	R
T.4.21	Task	UAT Issue Resolution	The TIC will address and resolve all documented issues arising from both rounds of UAT testing. New releases resulting from fixes must receive regression testing prior to being released into the RI WIC testing environment. Modifications made based on issue resolution must be updated in the system documentation where appropriate. The TIC will coordinate with the eWIC Services Provider to ensure issues are addressed and resolved timely and appropriately. Release Notes outlining the changes made will be provided to testers for validation. In the event that an issue requires a code change to the Crossroads system, the TIC will support RI WIC in entering the defect into the appropriate consortium tool. In order to proceed, defects found during UAT must either have an identified solution with a timeline or identified workaround, and be approved by RI WIC.	R



Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
D.4.1	Deliverable	UAT Test Scripts	See Deliverables	R
D.4.2	Deliverable	Readiness for UAT	See Deliverables	R
D.4.3	Deliverable	Self-Learning Modules	See Deliverables	O
D.4.4	Deliverable	Training Materials	See Deliverables	R
D.4.5	Deliverable	Training Evaluations	See Deliverables	R
D.4.6	Deliverable	Training Materials Update	See Deliverables	R
D.4.7	Deliverable	Pilot Readiness Certification	See Deliverables	R

**Phase 5: Pilot**

Upon successful completion of the testing phase and approval from RI WIC stakeholders and FNS approval of Pilot Readiness, RI will pilot the system in Newport, RI, to confirm that both the MIS and eWIC systems are working correctly in a live production environment. Pilot is initially planned to last for three months, but if RI WIC and FNS feel pilot is running smoothly, this may be shortened. RI WIC is using a train-the-trainer approach; therefore, the support required from the TIC for training purposes will mostly focus on providing accurate training materials based on feedback received from UAT training and providing the data necessary for training sessions.

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.5.1	Task	Pilot Initiation Meeting	The TIC will facilitate a Pilot Initiation Meeting with RI WIC and other contractor staff to assess Pilot readiness and initiation. This meeting will support remote attendance.	R
T.5.2	Task	Equipment Procurement-Pilot and Rollout	The TIC will assess Pilot equipment needs for training and testing and inform RI WIC what equipment is needed. RI WIC will procure the necessary equipment.	R
T.5.3	Task	Pilot Data Conversion	The TIC will convert three years of records from RIWEBS in the Pilot agency including client records with demographics, risks, food package and redemption information, as well as all vendor data. RI WIC requires the ability to run three (3) years' worth of standard reports for information independent of the issuance and reconciliation of food instruments (FI).	R
T.5.4	Task	Clinic Readiness	Prior to any site becoming operational, the TIC will perform tests to ensure the system is fully operational in each clinic, contains converted data, and can successfully access interfaced systems. These tests will be tracked by the TIC against a list of clinics expected to rollout. Rollout will not proceed until all	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			clinics have been verified as operational.	
T.5.5	Task	Train the Trainers	The TIC will provide training to state trainers and super users that encompasses full clinic functionality and prepares trainers to provide clinic training during Pilot and Rollout. This training will focus on what materials are available and how to use them during training events. The TIC will also provide training guides and any additional materials required to provide training.	R
T.5.6	Task	Pilot Training	The TIC will provide support to state trainers by ensuring materials are updated and available to RI WIC at least two (2) weeks prior to the training event, training data is set up at least one week prior to each training event, and TIC staff is available to provide phone support.	R
T.5.7	Task	Mock Clinic	Prior to Pilot training the TIC will set up a mock clinic to enable RIWIC staff to do a 'dry run' through a typical appointment. This will also give the clinic a chance to modify their business flow based on the new MIS.	R
T.5.8	Task	Pilot	The TIC will conduct Pilot for three months. This may be shortened by RI WIC if Pilot is going well and they feel comfortable moving up statewide rollout and feel they have adequate resources to speed up the timeline of the TIC project. Throughout Pilot	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			the TIC will coordinate with the eWIC Services Provider to ensure a successful simultaneous Pilot of the new MIS and eWIC. During the Pilot and Rollout phases, the TIC will be required to provide up to eight (8) weeks of onsite support to be determined by RI WIC. The Vendor will provide weekly pricing in their proposal.	
T.5.9	Task	Pilot Check in calls	The TIC will hold check-in calls with RI WIC office and the Pilot Agency daily for a minimum of the first week of Pilot. FNS will be invited to the last call of the first week and any week thereafter. The TIC will coordinate these calls with the eWIC Services Provider.	R
T.5.10	Task	Pilot Issues Log	The TIC will maintain an issues list from Pilot and record any issues or bugs that arise in Pilot. All system issues will be recorded, and the issue metrics will be included in the monthly status report. The TIC will coordinate with the QA Contractor and eWIC Services Provider to ensure all issues are logged. The log will allow entry of issues by state staff and other contractor staff.	R
T.5.11	Task	Pilot Issue Resolution	The TIC will provide a resolution or a workaround for all issues (interface, data conversion or configuration) that arise in Pilot. All workarounds need to be approved by the state, and a plan for the final resolution of workarounds must be submitted by the TIC prior to Rollout. All issues resolved	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			<p>will be included in Release Notes prior to the resolved issues being installed. New releases resulting from fixes must receive regression testing prior to being released into any RI WIC environment. The TIC will coordinate with eWIC services provider to either resolve all issues identified or provide a workaround in a timely and appropriate manner.</p>	
T.5.12	Task	Pilot Evaluation	<p>The TIC will attend a Pilot Evaluation Meeting and support the development of a formal evaluation of the system pilot. The following components will be part of this evaluation:</p> <ul style="list-style-type: none"> <li>• System Stability</li> <li>• Meeting Functional Requirements</li> <li>• User Satisfaction</li> <li>• User Training</li> <li>• Impact on Participants and Clinics</li> <li>• Impacts on State Operations</li> <li>• Availability and Accuracy of State Data</li> <li>• Adequacy of User Documentation and Help Features</li> <li>• Help Desk Support</li> <li>• Security and System Integrity</li> <li>• Need for System Modification or User Processes</li> <li>• Additional Lessons Learned</li> </ul>	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.5.13	Task	Pilot Retesting	The TIC will make any adjustments necessary to system configuration, system documentation, training materials or implementation plans resulting from a QA evaluation report. In the event the system requires non-code related modifications, the TIC will make these modifications and perform regression tests to ensure the system is ready for Rollout. RI WIC may retest issue resolutions prior to approving them.	R
D.5.1	Deliverable	Training Guides	See deliverables	R
D.5.2	Deliverable	FAQ Document	See deliverables	R
D.5.3	Deliverable	Rollout Readiness Certification	See deliverables.	R

**Phase 6: Rollout**

Following the completion of a successful Pilot and given FNS approval, RI WIC will proceed with a three (3) week rollout for the remainder of the state; the rollout will be organized into three (3) groups with each group rolling out subsequently to each other but will not be localized to any one region. The RI WIC program will require onsite support for the first week of rollout.

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.6.1	Task	Rollout Training	The TIC will provide support to state trainers by ensuring materials are updated and available to RI WIC at least two (2) weeks prior to the training event, training data is set up at least one week prior to each training event, and TIC staff is available to provide phone support during training.	R
T.6.2	Task	Rollout Data Conversion	The TIC will convert three years of client records and all vendor data from RIWEBS in the rollout agencies. RI WIC requires the ability to run three (3) years' worth of standard reports for information independent of the issuance and reconciliation of food instruments (FI).	R
T.6.3	Task	Rollout Phases	The TIC will support a three (3) phase Rollout following the successful completion of pilot. The Pilot is planned to last three months but may be shortened with both RI WIC and FNS approval. The TIC will be on site during the first week of Rollout. The TIC will provide a plan of how best to accomplish this within their proposal.	R
T.6.4	Task	Daily Check-in calls	The TIC will hold daily calls with RI WIC and Local Agencies for the first week of rollout in each phase. FNS will be invited to the last call of the initial week of Rollout.	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.6.5	Task	Checkpoint Meeting	The TIC will hold a checkpoint meeting one week after rollout initiation with Agency staff to gauge the status of rollout and identify any future needs. This meeting will be remote.	R
T.6.6	Task	Operations Checkpoint Meeting	The TIC will attend a meeting with RI WIC and other contractor staff to assess the system immediately following statewide rollout to determine if the system can move into the maintenance and operations phase. This meeting will be remote.	R
T.6.7	Task	Maintain Hosting Site	The TIC will be responsible for maintaining all hardware necessary to support the Crossroads system. Clinic and State Office hardware will be the responsibility of RI WIC.	R
D.6.1	Deliverable	Updated FAQ Document	See deliverables	R
D.6.2	Deliverable	Final System Documentation	See deliverables	R



### Phase 7: Maintenance & Operations

Subsequent to system rollout, RI WIC will require a six (6) month warranty on conversion and configuration issues identified in production. This phase of the project will require the TIC to work collaboratively with the Crossroads User Group as well as the Crossroads M&E Contractor. The RI WIC program has elected to provide level one help desk support (**initial triage, user errors, policy questions, and training assistance**) to the Local Agencies and Clinics themselves but will require level two helpdesk support (**data fixes, defect assessments, defect workarounds, etc.**) from the TIC.

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.7.1	Task	Six Month Warranty	The TIC will provide RI WIC with a six-month warranty. This warranty will be limited in scope to conversion and configuration issues identified in production. This warranty will not include any defect that requires changes in system code to fix. RI WIC will be joining the SAM User Group for the MIS System and will participate in User Group activities to address critical defects identified in the system.	R
T.7.2	Task	Level 2 Help Desk	The TIC will provide Level 2 Help desk support to RI WIC throughout the length of the contract	R
T.7.3	Task	Transition Period	In the event RI WIC selects an alternative hosting contractor, the TIC will provide a transition period following the initial contract and warranty period. This transition period will be negotiated as a separate task order under the existing contract.	R
T.7.4	Task	System Hosting	The TIC will provide pricing for three (3) years of hosting and two (2) additional one (1) year hosting extensions to RI WIC after statewide implementation.	R
T.7.5	Task	User Group Coordination	The TIC will coordinate and communicate with the Crossroads User Group M&E Contractor to install Crossroads User Group Releases according to the User Group release	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			schedule. The TIC will also be responsible for supporting the testing and eventual implementation of each release at the discretion of RI.	

### Phase 8: Deliverables

This section of the SOW lists all of the deliverables that will be required of the successful Vendor. Throughout the SOW, each deliverable is listed in the project phase that it is associated with. In the chart below, all deliverables and their detailed explanations are included.

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
D.9.1	Deliverable	Org Chart	The TIC will provide a Project Organization Chart indicating the working relationships and roles in the project of the Offerors Proposed team. This chart will be part of the proposal and, after contract execution, will be updated within five (5) days of staff transition or replacement and provided to RI WIC for approval.	R
D.1.1	Deliverable	Project Kickoff Meeting Agenda	Five (5) days prior to the Kickoff Meeting, the TIC will provide RI WIC with a working agenda of the Project Kickoff meeting. The TIC will coordinate directly with the eWIC Services Provider to develop a joint agenda.	R
D.1.5	Deliverable	Project Kickoff Meeting Summary	Within five days of the Project Kickoff meeting conclusion, the TIC will deliver a summary of the Kickoff meetings discussions including decisions made, agreements reached and any contingencies noted.	R
D.1.2	Deliverable	Project Management Plan	The TIC will provide a draft of the Project Management Plan (PMP) with their proposal. The PMP will include their approach to project tasks and deliverables as well as the additional	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			components that comprise the Project Management Plan (Communications Management Plan, Risk Management Plan, Issue Management Plan, Quality Management Plan, Human Resources Management Plan, and the Change Management Plan). The TIC will review updates to these documents with RI WIC at the kickoff meeting.	
D.1.2	Deliverable	Project Schedule	The TIC will provide a draft Project Schedule with their proposal. After contract execution, the TIC will update the Project Schedule. The Project Schedule will be created in Microsoft Project and available in PDF; an updated version will be received by RI WIC no later than 10 working days after the Project Kickoff Meeting. Due to the nature of the concurrent implementation of MIS and eWIC, the Project Schedule is subject to review and verification by other contractor staff (eWIC and QA) as well as RI WIC.	R
D.1.3	Deliverable	Monthly Status Reports	<p>The TIC will present a template of the Monthly Status Report with their proposal and review this template at the Project Kickoff Meeting and will solicit input from RI WIC at the Kickoff Meeting.</p> <p>The TIC will provide Monthly Status Reports by the 5th of the month in a format approved by RI WIC. The status report will include the progress made on the project from the last report including an updated risk log, action items, open issues and resolutions or issues closed in the last reporting period and a summary of the progress</p>	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			expected to be made in the next reporting period.	
D.1.2	Deliverable	Quality Management Plan	The TIC will provide a Quality Management Plan that presents the approach the TIC will use to ensure a high level of quality in both their services and their products. This plan should detail the processes the TIC uses internally and the resources assigned to those processes. The plan should also provide an escalation path within the TIC entity in the event quality decreases.	R
D.1.2	Deliverable	Human Resources Plan	The TIC will provide a Human Resources Plan (HRP) that details the resources that will be used during each phase of the project, how resources will be engaged, managed, and dismissed, and the process for RI WIC to reject a resource and require a replacement. RI WIC retains the right to reject a resource that is unqualified or not performing high quality objectives. In the event a resource is rejected, the TIC must replace the resource within two (2) weeks. The process for filling vacancies or rejected resources will be detailed in the HRP.	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
D.1.2	Deliverable	Communication Plan	The TIC will provide a Communication Management Plan for the project outlining the different communication needs throughout the project for stakeholders. The Communication Management Plan will delineate the methods for distributing information on the project and will also include the escalation procedures. The process for reviewing risks, issues and change requests will be outlined in the Communication Management Plan. The Communication Management Plan will also describe how both in-person and teleconference meetings will be handled.	R
D.1.2	Deliverable	Risk Management Plan	TIC will provide a Risk Management Plan that will identify the risks to the transfer and implementation project, develop the risk register and identify the risk owners and the response to risks. The Risk Management Plan will also provide the Qualitative Risk Analysis matrix for the project risks. The draft of the RMP submitted as part of the proposal will include the risks the TIC foresees during the course of the project.	R
D.1.2	Deliverable	Change Management Plan	The TIC will provide a Change Management Plan that establishes a process for assessing potential changes to the project. This plan will include the process for assessing the impact and consequences a change would have on the project and will also include the formal process for approving a change.	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
D.1.2	Deliverable	Issue Management Plan	The TIC will provide an Issue Management Plan describing how they will track issues that arise throughout the course of the project. The plan will also include an issue log and will be updated with the issues status and resolution as they change throughout the project. The TIC will be responsible for resolving all identified issues.	R
D.1.4	Deliverable	Training Plan	The TIC will provide a Training Plan outlining their approach to the Training requirements outlined in the RFP. This Plan will cover all aspects of training including UAT, Pilot, Rollout, and State Administrative Operations.	R
D.1.4	Deliverable	Implementation Plan	The TIC will provide RI WIC with an Implementation and Transition Plan which will include all the details associated with the conversion from RIWEBS to Crossroads.	R
D.1.4	Deliverable	Configuration Management Plan	The TIC will provide a Configuration Management Plan to describe how configuration management will be conducted throughout the project lifecycle. This includes documenting how configuration is managed, roles and responsibilities, how configuration item changes are made, and communicating all aspects of CM to project stakeholders.	R
D.1.4	Deliverable	Data Conversion Plan	The TIC will develop a plan outlining the process for mapping the data to be converted, data clean up, data conversion, including mapping decisions, and verifying converted data.	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
D.1.4	Deliverable	Security Plan	<p>The TIC will develop a Security Plan specifying how they will maintain the security of the system and the confidentiality of RI WIC Clients data. This will include:</p> <ul style="list-style-type: none"> <li>• Description of how the TIC will meet relevant NIST security standards for hosting web-based applications.</li> <li>• Description of physical security of hosting center.</li> <li>• Description of TIC's security and confidentiality policies and procedures and security training of employees, consultants, and contractors.</li> <li>• Description of how confidential data is secured and encrypted, both at rest and in transit.</li> <li>• Description of firewalls and network monitoring in place to prevent unauthorized access.</li> <li>• Description of virus protection in place on servers and workstations.</li> <li>• Policies and procedures in place to limit data access to only authorized personnel with a need to know.</li> <li>• Policies and procedures in place for performing background checks on employees and consultants before providing access to RI WIC data.</li> </ul> <p>This plan will be subject to review by Informatics RI (IT oversight) and the RI Auditor</p>	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			General as well as the ESC.	
D.1.4	Deliverable	Test Plan	The TIC will submit a Test Plan that details the testing methodologies used on all levels of testing the system. This will include regression testing, end-to end testing, interface testing, performance testing, sub-system testing and component testing. For all levels of testing the TIC will provide a detailed description and performance criteria to determine testing pass/fail.	R
D.1.4	Deliverable	Tele-communication Plan	The TIC will provide a plan that considers system operation using the existing telecommunications present in RI. This plan will provide recommendations to RI WIC on necessary and suggested improvements to the existing telecommunications network as it relates to system operation.	R
D1.4	Deliverable	Disaster Recovery Plan	The TIC will provide RI WIC with a Disaster Recovery Plan that describes all possible business disruption scenarios and how they will be mitigated; and if they do occur, how they will be addressed. Disaster Recovery plan will be tested during UAT, and results are to be provided. The review of this plan is subject to the RI Auditor General.	R
D.1.4	Deliverable	Hosting Plan	The TIC will provide a Hosting Plan to RI WIC detailing how the MIS will be hosted. RI WIC requires that the system be hosted in a secure, sustainable data center. The plan must include information on the configuration of the backup and	R



Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			recovery system and how the backup system would be rolled out in the event of a disaster. In the event the TIC is using physical hardware to host the application, the Hosting Plan will be required to identify an offsite location for disaster recovery. The Plan will also include information regarding the Service Level Agreements outlined later in this RFP.	
D.1.4	Deliverable	Transition Out Plan	The TIC will provide a plan in the event RI WIC selects an alternative hosting contractor. This plan will include potential transition out activities, timelines, roles and responsibilities. Also included in the plan would be a detailed description of what system components and documentation would be transferred during the transition.	R
D.2.1	Deliverable	Gap Analysis Report	The TIC will provide the results from the Gap Analysis to RI WIC for review and confirmation.	R
D.2.2	Deliverable	Master Decisions Document	The TIC will develop and maintain a Master Decisions Document that provides a comprehensive list of the decisions made during the System Design and Confirmation Sessions, Interface Design Sessions, and the Data Conversion Confirmation Sessions. This deliverable will be updated no later than five (5) business days following any of these sessions and/or provided prior to the next session. The Master Decisions Document will also document the configuration choices that were available for each decision.	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
D.2.3	Deliverable	Configuration Requirements Document	The TIC must provide RI WIC with a Requirements Traceability Matrix which traces all requirements from the FNS Functional Requirements Document and the system design documents to the outputs of the configuration sessions. Each configuration requirement must have a unique logical ID attached to it for testing.	R
D.2.4	Deliverable	Interface Design Document	The TIC will provide documentation detailing the interface design decisions and detailed information regarding the design of each interface.	R
D.2.5	Deliverable	Site Readiness Checklist and Recommendations	The TIC will provide a list to RI WIC and the Pilot Agency of all components necessary to convert to Crossroads and rollout a new system in the clinic.	R
D.3.3	Deliverable	System and User Documentation	The TIC will provide updates to all system design, interface, and user documents to RI WIC 20 business days following the final Joint Application Configuration (JAC) session. These documents will specify the requirements and design of each system modification requested and the design of the requested interfaces. The TIC will update these documents after UAT and Pilot.	R
D.4.4	Deliverable	Training Materials	The TIC will be responsible for developing all training materials required to provide each training task, including participants training materials. These materials will be subject to RI WIC review and approval processes. Training materials must be received by RI WIC no later than 4 weeks prior to the	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			training event.	
D.4.1	Deliverable	UAT Test Scripts	The TIC will provide the test scripts to RI WIC for review at least four (4) weeks prior to UAT. The Test Scripts must cover all aspects of the MIS functionality and must be written in such a way that nontechnical WIC staff can successfully complete them. Once approved the UAT, Test Scripts will be added to the UAT Plan provided by the QA Contractor.	R
D.4.2	Deliverable	Readiness for UAT	The TIC must certify that the system has successfully completed an end-to-end system test with no deficiencies to confirm the system is ready for UAT. The UAT Readiness Certification must be submitted to RI WIC one week prior to UAT.	R
D.4.5	Deliverable	Training Evaluations	The TIC will provide training evaluation reports to RI WIC within ten (10) business days of each training event with the exception of Rollout Training. These reports will provide the type of training, training participants, training approach, training materials, and a formal evaluation based upon participant feedback. The training evaluation should also provide lessons learned and anticipated modifications to training materials or approach.	R
D.4.6	Deliverable	Training Materials Updates	The TIC will provide updates to all training materials based upon issues reported and training evaluation results. Updates must be available to RI WIC no	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			later than two (2) weeks prior to the next training event. In the event that events are scheduled within this timeframe, the TIC will make every effort to update the materials prior to the next event.	
D.4.7	Deliverable	Pilot Readiness Certification	The TIC will conduct a formal review of the System's performance during UAT and present their findings in an assessment of Readiness for Pilot to RI WIC within ten (10) business days of completing UAT. The QA Contractor reviews the Readiness Cert for Pilot from both the eWIC Services Provider and TIC and validates that all requirements have been met. Once validated, RI WIC reviews and submits to FNS for Rollout approval. Readiness certification will verify that no critical issues are present and work arounds have been identified for any remaining issues.	R
D.4.3	Deliverable	Self-Learning Modules	As part of training preparation and also as a means to familiarize WIC staff with the new system, the TIC may be asked to develop web-based training modules that include details and instructions in the form of on-screen text, vignettes (videos), demonstrations, progress check questions and a final quiz. If requested, the TIC will make these modules available at least two (2) months prior to pilot testing. It is expected that the web-based training modules be completed prior to attending pilot test training to ensure all staff have an initial understanding of the new system.	O

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
D.5.1	Deliverable	Training Guides	The TIC will develop training guides that provide state trainers with the steps and processes necessary to train Clinic and Local Agency staff on the system. These guides will be subject to review and approval by RI WIC.	R
D.5.3	Deliverable	Rollout Readiness Certification	Near the formal completion of Pilot the TIC will conduct a Pilot Assessment and provide their findings to RI WIC in a readiness for rollout certification. This readiness report will include a detailed description of the approach to Pilot, issues identified, resolutions provided, and ultimate results. RI WIC may elect not to proceed with Rollout unless all issues have been addressed.	R
D.6.2	Deliverable	Final System Documentation	The TIC will provide updated technical system documentation, interface source code, forms or other materials that reflect the final implementation details of the system to RI WIC at the conclusion of statewide rollout.	R
D.3.2	Deliverable	Hosting Site Transition Out Plan	The TIC will provide a Transition Out Plan detailing the process, roles, responsibilities, and assets included in transitioning out should RI WIC change contractors.	R
D.5.2	Deliverable	FAQ Document	The TIC will develop a frequently asked questions/ known issues and workarounds document during UAT. This document will be updated during Pilot and each Phase of Rollout as needed to ensure accurate information is available to all users.	R

### Phase 9: Minimum Vendor Requirements

The RI WIC Program has the following staffing and organizational requirements of all Vendors proposing their services for the transfer and implementation project.

#### Staffing Requirements

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.8.1	Task	TIC Project Manager	The TIC shall identify one (1) person to act as the point-of-contact for RI WIC's project manager. This position will be known as the TIC Project Manager and this position will advise RI WIC project manager.	R
T.8.2	Task	Project Manager Credential	RI WIC prefers that the assigned project manager be PMP credentialed and have extensive experience with WIC Systems or the chosen MIS. The Project Manager must have at least two (2) years of project management experience. In the evaluation of proposals, a greater amount of experience will be in favor of the Vendor.	R
T.8.3	Task	Project Manager References	The offer must provide at least 3 references in the public sector that have experience with the proposed Project Manager in an MIS system project management capacity.	R
T.8.4	Task	Trainer Reference	The offer must provide at least 1 reference in the public sector that have experience with the proposed Trainer in an MIS system training capacity.	R
D.8.1	Deliverable	Personnel	The TIC must provide the title, resume, prior experience with WIC Systems and experience with projects of this nature, the type of work the individual will be performing on the project and the number of estimated hours they will devote on the project for each individual included in this proposal. A	R

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			development team that has demonstrated experience with MIS and WIC MIS experience is preferred. RI WIC requested resumes be provided for all core staff.	

### Phase 10: Organization Requirements

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.9.1	Task	Organization Qualifications	The Offeror must provide a description of the organizations experience in implementing and supporting similar project. The offeror must provide evidence of five (5) years' experience working with WIC Management Information Systems along with points of contact for references for each project described.	R
T.9.2	Task	Project Management Tools	The Offeror must provide examples of project management methodologies, tools and templates used in previous MIS Transfer and Implementation projects that support the Offeror's ability to successfully implement the chosen MIS in RI.	R
T.9.3	Task	Organization References	The offer must provide at least 3 references in the public sector that have experience with the offeror in an MIS system capacity	R
D.9.1	Deliverable	Org Chart	See deliverables	R

### Phase 11: Service Level Requirements

The following Service Level Requirements (SLRs) are the contract performance standards that will be used to assess TIC performance throughout the contract period.

Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
T.10.1	Task	End Users	The System should be able to support the peak number of users in RI WIC (125) simultaneously. Confirmation of this capability must be provided prior to Pilot as part of Pilot Readiness.	R
T.10.2	Task	Response Time	The System response time for user screens should not degrade below current response times at the peak number of users. The current capacity study is provided in Attachment 3.	R
T.10.3	Task	System Performance	The TIC along with RI WIC IT staff will monitor the performance metrics of the applications and configure the system infrastructure for maximum performance.	R
T.10.4	Task	Application Uptime	Crossroads will be available 99% of the time from 7:30 AM to 8 PM ET Monday through Friday and 7:30 AM to 2 PM ET on Saturdays.	R
T.10.5	Task	Helpdesk Service hours	The Help Desk Staff will be available M-F from 7:30 AM - 7:00 PM ET. If the Helpdesk staff is currently helping another user, RI WIC users should be able to leave a voicemail requesting assistance. The Help Desk is to return voicemail within an hour of when initial contact is made during routine work hours.	R
T.10.6	Task	Failover Solution	The TIC will work with RI WIC IT to configure a failover/backup solution. The Backup solution must be written in such a way that RI WIC would be functioning (able to certify participants and issue food packages) within one business day after the formal	R



Task/Deliverable # within Phase	Task/Deliverable	Title	Description	Required (R) Desired (D) Optional (O)
			declaration of a disaster	
T.10.7	Task	eWIC Coordination	The TIC will work directly with the eWIC Services Provider when issues arise between the MIS and eWIC Systems. RI WIC shall be made aware of these instances but will not be the mediator between these issues.	R
T.10.8	Task	Scheduled Maintenance	The TIC will schedule system maintenance during non-business hours. The schedule for maintenance must be communicated to RI WIC and have RI WIC approval. In addition, RI WIC must be notified when maintenance begins and ends.	R

## Cultural and Linguistically Appropriate Services (CLAS) in Health Care

### Health Equity

When all people have "the opportunity to 'attain their full health potential' and no one is 'disadvantaged from achieving this potential because of their social position or other socially determined circumstance'".

### Cultural Competence

Culture is the blended patterns of human behavior that include "language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups." Cultural competence is "a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations." "Competence" in the term cultural competence implies that an individual or organization has the capacity to function effectively "within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities."

### Limited English Proficiency

Under the authority of Title VI of the Civil Rights Act of 1964, Presidential Executive Order No. 13166 requires that recipients of federal financial assistance ensure meaningful access by persons with limited English proficiency (LEP) to their programs and activities. A 2002 report from the U.S. Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, provides guidance on uniform policies for all federal agencies to implement Executive Order No. 13166. Further, the [National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care \(CLAS\): A Blueprint for Advancing and Sustaining CLAS Policy and Practice](#) issued by the United States Department of Health and Human Services, Office of Minority Health in 2013 are intended to advance health equity, improve quality and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. The national CLAS standards provide guidance on cultural and linguistic competency with the ultimate goal of reducing racial and ethnic

disparities.

Effective immediately, all Contractors who contract with RIDOH must perform the following tasks and provide documentation of such tasks upon request of a RIDOH employee:

1. The supports and services provided by Contractor shall demonstrate a commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area or target population. Such commitment includes acceptance and respect for cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services. Contractor shall have an education, training and staff development plan for assuring culturally and linguistically appropriate service delivery.
2. Contractor shall have a comprehensive cultural competency plan that addresses the following: 1) the identification and assessment of the cultural needs of potential and active clients served, 2) sufficient policies and procedures to reflect the agency's value and practice expectations, 3) a method of service assessment and monitoring, and 4) ongoing training to assure that staff are aware of and able to effectively implement policies.
3. Contractor shall have a plan to recruit, retain and promote a diverse staff and leadership team, including Board members representative of the demographic characteristics of the populations served.
4. Contractor shall assure equal access for people with diverse cultural backgrounds and/or limited English proficiency, as outlined by the Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*. Contractor shall provide language assistance services (i.e. interpretation and translation) and interpreters for the deaf and hard of hearing at no cost to the client.

**National Standards are intended to advance health equity, improve quality, and to help eliminate health care disparities by establishing a blueprint for health and health care organizations to:**

**A. The Principle Standard:**

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

**B. Governance, Leadership, and Workforce:**

2. Advance and sustain organizational governance and leadership that promoted CLAS and Health equity through policy, practice, and allocated resources
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis

**C. Communication and language assistance:**

5. Offer Language Assistance to individuals who have limited English proficiency and/or offer communication needs, at no cost to them, to facilitate timely access to all health care services
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.

7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by populations in the service area.

**D. Engagement, Continuous Improvement, and Accountability:**

9. Establish cultural and linguistically appropriate goals, policies and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into assessment measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
13. Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.
14. Create conflict- and grievance-resolution processes that are culturally and linguistically appropriate to identify, prevent and resolve conflicts or complaints.
15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents and the general public.

For additional information and resources regarding CLAS standards can be accessed here:

<https://www.thinkculturalhealth.hhs.gov/content/clas.asp>

## **SECTION 4: TECHNICAL PROPOSAL**

### **NARRATIVE AND FORMAT**

The separate technical proposal should address specifically each of the required elements:

1. Offeror's Organization and Staffing – This section shall include a description of staffing, including an organizational chart with identification of relevant staff and/or consultants proposed as members of the project team, and the duties, responsibilities, and concentration of effort that apply to each, as well as resumes or statement of prior experience and qualifications.
2. Work Plan/Approach – This section shall describe the offeror's understanding of the State's requirements, and will provide an overall strategy of how the applicant will reach and maintain the requirements of this contract.
3. Previous Experience and Background – This section shall include the following information:

Specifically:

- a) A comprehensive listing of similar and/or related projects or work undertaken, including a brief description of the projects or work.
- b) A description of the business background of the offeror (all subcontractors proposed) including a description of their financial position.

## SECTION 5: COST PROPOSAL

### COST SUMMARY FORM

The applicant must prepare a separate, signed and sealed Cost Proposal using Appendix A – Cost Summary Form and Appendix B – Cost Worksheet for a 22-month term.

Applicants must submit a completed Cost Summary Form (Appendix A) and Cost Worksheet (Appendix B), which estimates the costs for each of seven (7) deliverables phases, as well as estimated travel expenses.

Applicants are advised that RIDOH is not responsible for any expenses incurred by the Applicant prior to the Purchase Order Release. A signed contract alone does not authorize work to begin.

### DUPLICATION OF SERVICES/COST AVOIDANCE

Applicants must be certain to assure RIDOH that the funds to be utilized associated with the scope of work are not duplicated in other areas of their agency. These funds are specific to the agreed upon scope of work via this contract and, therefore, should be utilized to meet the deliverable articulated in the RFP.

## SECTION 6: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee composed of staff from RIDOH. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The Department of Health reserves the exclusive right to select the individual(s) or agency that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Offeror's Organization and Staffing	25 Points
Work Plan/Approach	30 Points
Previous Experience and Background	15 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points *	30 Points
<b>Total Possible Points</b>	<b>100 Points</b>

\*The Low Vendor will receive one hundred percent (100%) of the available points for cost. All other Vendors will be awarded cost points based upon the following formula:

(low Cost / Contractors Cost) \* available points

For example: If the low Vendor (Contractor A) Costs \$65,000 and Contractor B Costs \$100,000 for monthly cost and service fee and the total points available are Thirty (30), Contractor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 30 = 19.5$$

Points will be assigned based on the applicant's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

## **SECTION 7: PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [david.francis@purchasing.ri.gov](mailto:david.francis@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. Please reference **RFP # 7553502** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-8100

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (**an original plus four (4) copies**) should be mailed or hand-delivered in a sealed envelope marked "**RFP # 7553502 RI WIC Management Information System (MIS) Transfer and Implementation Project**" to:

**RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855**

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

## **SECTION 8: RESPONSE CONTENTS**

Responses shall include the following:

1. One completed and signed three-page R.I.V.I.P generated Vendor certification cover sheet (included in the original proposal only) downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)
2. One completed and signed W-9 (included in the original proposal only) downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

3. **A separate Technical Proposal** describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. As appropriate, include resumes of core staff that will provide services covered by this request.
4. **A separate, signed and sealed Cost Proposal** reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-ROM, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked "original".

## **CONCLUDING STATEMENTS**

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL:

<https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

## Appendix A – Cost Summary Form

The Cost Summary Form shall reflect a summary of the cost that the Vendor expects to charge. It will also include the estimated cost to the HEALTH for any additional hardware or software needed by HEALTH to implement the Vendor's system. (These costs, though not part of the Vendor's Fixed Cost, shall be used in the evaluation of the proposed response). It shall also include costs for any options listed in this RFP.

Detailed Fixed Price Breakdown (**Base period January 1, 2018 through October 31, 2019**) All costs are to be per Basic Cost transaction and based upon the specification stated in the RFP.

### PHASE 1: Project Planning and Initiation

Cost: \_\_\_\_\_

#### Tasks

Attend Project Kickoff Meeting (1.1)  
Staffing Change Approvals (1.2)  
Deliverable Acceptance Timelines (1.3)  
Bi-Weekly Meetings (1.4)

#### Deliverables

Kickoff Meeting Agenda (1.1)  
Project Plan and Schedule (1.2)  
Monthly Status Reports (1.3)  
Planning Documents (1.4)  
Project Kickoff Meeting Summary (1.5)

### PHASE 2: Design

Cost: \_\_\_\_\_

#### Tasks

Gap Analysis (2.1)  
System Design and Confirmation Sessions (2.2)  
Interface Design Sessions (2.3)  
Data Conversion Confirmation Sessions (2.4)  
Final Configuration Session (2.5)  
Hosting Site (2.6)

#### Deliverables

Gap Analysis Report (2.1)  
Configurations Management Plan (2.2)  
Master Decisions Documents (2.3)  
Configuration Requirements Document (2.4)  
Interface Design Document (2.5)  
Site Readiness Checklist and Recommendations (2.6)

### PHASE 3: Development

Cost: \_\_\_\_\_

#### Tasks

System Configuration (3.1)  
Interface Development (3.2)  
Data Conversion (3.3)

Security Guidelines (3.4)

**Deliverables**

Hosting Site Support Requirements (3.1)

Hosting Site Transition Out Plan (3.2)

System and User Documentation (3.3)

**PHASE 4: Testing**

Cost: \_\_\_\_\_

**Tasks**

Review UAT Plan (4.1)

Baseline Test (4.2)

Unit/Module Test (4.3)

Subsystem Integration Test (4.4)

System and Conversion Testing (4.5)

Interface Testing (4.6)

Contractor to Contractor Testing (4.7)

Regression Testing (4.8)

eWIC Training (4.9)

Training Materials Coordination (4.10)

Training Materials Walkthrough (4.11)

Training Venue (4.12)

Training Environment (4.13)

State Training (4.14)

Equipment Procurement-UAT (4.15)

UAT Test Environment (4.16)

UAT Training (4.17)

UAT Testing (4.18)

UAT Support (4.19)

Issue Tracking (4.20)

UAT Issue Resolution (4.21)

**Deliverables**

UAT Test Scripts (4.1)

Readiness for UAT (4.2)

Self-Learning Modules (4.3)

Training Materials (4.4)

Training Evaluations (4.5)

Training Materials Update (4.6)

Pilot Readiness Certification (4.7)

**PHASE 5: Pilot**

Cost: \_\_\_\_\_

**Tasks**

Pilot Initiation Meeting (5.1)

Equipment Procurement-Pilot and Rollout (5.2)

Pilot Data Conversion (5.3)

Clinic Readiness (5.4)

Train the Trainers (5.5)



Pilot Training (5.6)  
Mock Clinic (5.7)  
Pilot (5.8)  
Pilot Check-in Calls (5.9)  
Pilot Issues Log (5.10)  
Pilot Issue Resolution (5.11)  
Pilot Evaluation (5.12)  
Pilot Retesting (5.13)

**Deliverables**

Training Guides (5.1)  
FAQ Document (5.2)  
Rollout Readiness Certification (5.3)

**PHASE 6: Rollout**

Cost: \_\_\_\_\_

**Tasks**

Rollout Training (6.1)  
Rollout Data Conversion (6.2)  
Rollout Phases (6.3)  
Daily Check-in Calls (6.4)  
Checkpoint Meeting (6.5)  
Operations Checkpoint Meeting (6.6)  
Maintain Hosting Site (6.7)

**Deliverables**

Updated FAQ Document (6.1)  
Final System Documentation (6.2)

**PHASE 7: Maintenance and Operations**

Cost: \_\_\_\_\_

**Tasks**

Six Month Warranty (7.1)  
Level 2 Help Desk (7.2)  
Transition Period (7.3)  
System Hosting (7.4)  
User Group Coordination (7.5)

**Anticipated expense of travel to Rhode Island:**

Cost: \_\_\_\_\_

Project Initiation Meeting (2 days)  
Design Sessions (20 days)  
Interface Design Sessions (3 days)  
Final Configuration Sessions (2 days)

eWIC Training (2 days)  
Training Materials Walkthrough (3 days)  
State Training (5 days)  
UAT Training/UAT (40 days)  
Train the Trainers (3 days)

Pilot (40 days)  
Rollout (5 days)

\*Continues throughout project

## Appendix B - Cost Worksheet

RI WIC Management Information System (MIS) Transfer and Implementation Project

22-Month Budget

Task/Deliverable		# of Hours	Per Hour Rate	Total Cost
<b>Phase 1: Project Planning and Initiation</b>			<b>Cost:</b>	<b>\$</b>
<b>1.1</b>	<b>Kickoff Meeting Agenda</b>			
	E.G. Project manager			
<b>1.2</b>	<b>Project Plan and Schedule</b>			
	E.G. Project manager			
<b>1.3</b>	<b>Monthly Status Reports</b>			
	E.G. Project manager			
<b>1.4</b>	<b>Planning Documents</b>			
	E.G. Project manager			
<b>1.5</b>	<b>Project Kickoff Meeting Summary</b>			
	E.G. Project manager			
<b>Phase 2: Design</b>			<b>Cost:</b>	<b>\$</b>
<b>2.1</b>	<b>Gap Analysis Report</b>			
	E.G. Project manager			
<b>2.2</b>	<b>Configurations Management Plan</b>			
	E.G. Project manager			
<b>2.3</b>	<b>Master Decisions Documents</b>			
	E.G. Project manager			
<b>2.4</b>	<b>Configuration Requirements Document</b>			
	E.G. Project manager			
<b>2.5</b>	<b>Interface Design Document</b>			
	E.G. Project manager			
<b>2.6</b>	<b>Site Readiness Checklist and Recommendations</b>			
	E.G. Project manager			
<b>Phase 3: Development</b>			<b>Cost:</b>	<b>\$</b>
<b>3.1</b>	<b>Hosting Site Support Requirements</b>			
	E.G. Project manager			
<b>3.2</b>	<b>Hosting Site Transition Out Plan</b>			
	E.G. Project manager			
<b>3.3</b>	<b>System and User Documentation</b>			
	E.G. Project manager			
<b>Phase 4: Testing</b>			<b>Cost:</b>	<b>\$</b>
<b>4.1</b>	<b>UAT Test Scripts</b>			
	E.G. Project manager			
<b>4.2</b>	<b>Readiness for UAT</b>			
	E.G. Project manager			
<b>4.3</b>	<b>Self-Learning Modules</b>			
	E.G. Project manager			
<b>4.4</b>	<b>Training Materials</b>			

	E.G. Project manager			
<b>4.5</b>	<b>Training Evaluations</b>			
	E.G. Project manager			
<b>4.6</b>	<b>Training Materials Update</b>			
	E.G. Project manager			
<b>4.7</b>	<b>Pilot Readiness Certification</b>			
	E.G. Project manager			
<b>Phase 5: Pilot</b>			<b>Cost:</b>	<b>\$</b>
<b>5.1</b>	<b>Training Guides</b>			
	E.G. Project manager			
<b>5.2</b>	<b>FAQ Document</b>			
	E.G. Project manager			
<b>5.3</b>	<b>Rollout Readiness Certification</b>			
	E.G. Project manager			
<b>Phase 6: Rollout</b>			<b>Cost:</b>	<b>\$</b>
<b>6.1</b>	<b>Updated FAQ Document</b>			
	E.G. Project manager			
<b>6.2</b>	<b>Final System Documentation</b>			
	E.G. Project manager			
<b>Phase 7: Maintenance and Operations</b>			<b>Cost:</b>	<b>\$</b>
<b>7.1</b>	<b>Six Month Warranty</b>			
	E.G. Project manager			
<b>7.2</b>	<b>Level 2 Help Desk</b>			
	E.G. Project manager			
<b>7.3</b>	<b>Transition Period</b>			
	E.G. Project manager			
<b>7.4</b>	<b>System Hosting</b>			
	E.G. Project manager			
<b>7.5</b>	<b>User Group Coordination</b>			
	E.G. Project manager			
			<b>Total of 7 Phases:</b>	
<b>Travel Expense to RI</b>			<b>Cost:</b>	<b>\$</b>
Project Initiation Meeting				
Design Sessions				
Interface Design Sessions				
Final Configuration Sessions				
eWIC Training				
Training Materials Walkthrough				
State Training				
			<b>Total Project Cost:</b>	

Offerors may add additional lines to this budget form to accommodate staffing patterns per task. All deliverables must be accounted for and a cost associated with each task at a fully loaded hourly rate.

## Appendix C – RIDOH Contract Terms & Conditions

The following language is included in all Contract Agreements with RIDOH. Please read thoroughly prior to submitting your cost proposal.

WHEREAS the Contractor is willing and qualified to provide services, the parties hereto do mutually agree as follows:

### PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing apply as the governing terms and conditions of this Agreement, which can be obtained at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement. See also **PAR. 35. - GOVERNING LAW** for further governing law issues. All ADDENDA referenced herein and attached hereto are made a part of and are inclusive in this Agreement.

### PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of RIDOH, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 2 CFR § 200.300). More specifically, the **ADDENDUM I - SCOPE OF WORK** shall include performance measurement(s) 2 CFR § 200.301, monitoring and reporting program performance 2 CFR § 200.328, and performance must be in accordance with requirements for pass-through entities 2 CFR § 200.331. RIDOH shall have the right at any time, to review the work being performed as well as the place where such work is performed; and to that end, RIDOH shall be given reasonable access to all activities related to this Agreement.

In accordance with 2 CFR § 200.331 (d) RIDOH will:

Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- 1) Reviewing financial and performance reports required by the pass-through entity.
- 2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- 3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.

RIDOH may request at any time additional monitoring, reporting, site visits, and audits in accordance with 2 CFR § 200.501 or if applicable "Yellow Book" audits (see Paragraph 24). All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from RIDOH or the Federal Government in accordance with 2 CFR § 200.333.

### PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the \_\_\_ day of \_\_\_\_\_, and shall complete performance no later than the \_\_\_ day of \_\_\_\_\_ (hereinafter the "Initial Term"), unless terminated prior to that day by other provisions of this Agreement. *If this contract was awarded as a result of an RFP or bid process, then, by mutual agreement, this contract may be extended as stated in the RFP or bid process (hereinafter "Renewal Term(s)")* beyond the Initial Term upon one hundred twenty (120) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor.

In the event RIDOH or the Contractor gives notice of its intent not to renew this Agreement, RIDOH shall have the right to extend all or any services to be performed under this Agreement for an additional period of one hundred and eighty (180) days, or such longer period as mutually agreed by the parties in writing.

### PAR. 4. PROJECT OFFICER – RIDOH

RIDOH shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer is responsible for authorizing, or seeking authorization of all payments made by RIDOH to the Contractor under this Agreement.

### PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under this Agreement. The project Officer shall notify RIDOH in writing immediately, and seek approval from RIDOH, should a change to this Agreement be necessary in the opinion of the project Officer. Under no circumstances will a change be undertaken without the prior written approval of RIDOH.

#### **PAR. 6. BUDGET**

Total payment for services to be provided under this Agreement shall not exceed the total budget as detailed in **ADDENDUM II**. Expenditures exceeding budget line-item categories by ten percent (10%) shall not be authorized unless prior written approval is first obtained pursuant to **PAR. 10. - MODIFICATION OF AGREEMENT**, subject to the maximum amount of this Agreement as stated above.

#### **PAR. 7. METHOD OF PAYMENT AND REPORTS**

RIDOH will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. RIDOH acknowledges and agrees that any increase in expenses due to delays by RIDOH which extends the time of performance shall be subject to reimbursement of the costs associated with such delays. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**.

#### **PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT**

This Agreement shall be subject to termination under any of the following conditions:

- a) Mutual Agreement  
The contracting parties mutually agree in writing to termination.
- b) Default by Contractor  
RIDOH may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:
  1. Materially fails to perform the services within the time specified or any extension thereof; or
  2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
  3. Materially breaches any provision of this Agreement.Termination, at the option of RIDOH shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.
- c) Termination in the Interest of RIDOH  
RIDOH may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of RIDOH, become its property. If the agreement is terminated by RIDOH as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.
- d) Availability of Funds  
It is understood and agreed by the parties hereto that all obligations of RIDOH, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall RIDOH be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, RIDOH shall notify the Contractor of such reduction of funds available and RIDOH shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle RIDOH to compensation for anticipated profits for unperformed work.

#### **PAR. 9. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT**

Upon delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as RIDOH's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which RIDOH

has or may acquire an interest.

3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to RIDOH in the manner and to the extent directed by RIDOH's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case RIDOH shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by RIDOH.
5. With the approval or ratification of RIDOH's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of RIDOH's project manager must be obtained. Final approval by RIDOH shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to RIDOH (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by RIDOH's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by RIDOH for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to RIDOH shall offset any shutdown expenses to RIDOH.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to RIDOH and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, RIDOH, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of RIDOH. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by RIDOH at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, RIDOH shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to RIDOH in form acceptable to RIDOH.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the agreement shall be modified, in writing, accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this agreement; and
- b) The Contractor asserts its right to an equitable adjustment within ninety (90) days after the end of the period of work stoppage; provided, that if the state decides the facts justify the action, the state may receive and act upon a proposal submitted at any time before final payment under this Agreement.

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

If the agreement is terminated for default, following a reasonable notice and cure period not to exceed thirty (30) days unless agreed to by both parties, RIDOH may withhold payment of any amount in excess of fair compensation for the work actually completed by the Contractor prior to termination of this Agreement and will be entitled to pursue all of its other available legal remedies against the Contractor. Notwithstanding the above, the Contractor shall not be relieved of liability to RIDOH for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to RIDOH for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the total fees paid by RIDOH to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by RIDOH due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or

intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

The imposition of liquidated damages shall not limit RIDOH's rights to pursue any other non-monetary remedies available to it.

RIDOH may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as RIDOH's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. RIDOH's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of RIDOH's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement. In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, RIDOH may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

#### Assurances before breach

- a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project manager, upon RIDOH's request, the Contractor, to the extent commercially reasonable, will deliver additional the Contractor resources to the project in order to complete the deliverable as required by the agreement as reasonably determined by RIDOH and to demonstrate that other project schedules will not be affected. Upon written notice by RIDOH's project manager of RIDOH's concerns regarding the quality or timeliness of an upcoming deliverable, the Contractor shall, within five (5) business days of receipt of said notice, submit a corrective action plan documenting the Contractor's approach to completing the deliverable to the satisfaction of RIDOH's project officer without affecting other project schedules. RIDOH's project manager, within five (5) business days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be modified to merit approval and a specific time period in which the revised plan must be resubmitted.

Nothing in the language contained in "limitation of liability" article, "Contractor's liability for injury to person's or damage to property" article and "indemnification" article shall be construed to waive or limit the state or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Laws, Title 9 Chapter 31, "Governmental Tort Liability."

#### RIDOH's options at termination

In the event RIDOH terminates this contract pursuant to this paragraph, RIDOH may at its option:

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as RIDOH's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of RIDOH to pursue any other legal remedies against the Contractor.  
In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, RIDOH may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

Notwithstanding the terms, conditions and/or requirements set out in Paragraphs 7 and 8, the Contractor shall not be relieved of liability to RIDOH for damages sustained by RIDOH by virtue of any breach of the Agreement by the Contractor, and RIDOH may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due RIDOH from the Contractor is determined.

### **PAR. 10. MODIFICATION OF AGREEMENT**

RIDOH may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by RIDOH and the Contractor, must be in writing and shall be made a part of this agreement by numerically consecutive amendment excluding "Special projects", if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State's Division of Purchases.

Special projects are defined as additional services available to RIDOH on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor's RFP cost proposal or as negotiated by project or activity. The change order will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.



## **PAR. 11. SUBCONTRACTS**

It is expressly agreed that the Contractor shall not enter into any subcontract(s) nor delegate any responsibilities to perform the services listed in this Agreement without the advanced, written approval of RIDOH. If in **ADDENDUM XVI – BID PROPOSAL**, the Bid Proposal permits Subcontracting, the Contractor must provide the name and the extent of services provided by the Subcontractor in the **BUDGET** paragraph 6, and more fully explained in **ADDENDUM II** of this Agreement, and as further agreed to by RIDOH and the Contractor in **ADDENDUM IX – SUBCONTRACTOR COMPLIANCE**, which is incorporated by reference herein, and which outlines the expectations and requirements of subcontracted vendors to this Agreement.

If the Contractor subsequently needs to enlist the services of a Subcontractor, the Contractor shall obtain prior written approval of RIDOH. Approval of RIDOH for the Contractor to enter into subcontracts to perform the services or obligations of the Contractor pursuant to this Agreement shall not be unreasonably withheld. Nothing in this Agreement or in a subcontract or sub-agreement between the Contractor and subcontractors shall create any contractual relationship between the subcontractor and RIDOH. Approval by RIDOH of the Contractor's request to subcontract shall not relieve the Contractor of its responsibilities under this contract and the Contractor shall therefore remain responsible and liable to RIDOH for any conduct, negligence, acts and omissions, whether intentional or unintentional, by any subcontractor

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of RIDOH's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

## **PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION**

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in provision of services or breach of this Agreement including, but not limited to, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly or may cause to be suffered by any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors") harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part for infringement by the Contractor of any intellectual property right by any product or service provided hereunder.

Nothing in this agreement shall limit the Contractor's liability to indemnify the State for infringements by the Contractor of any intellectual property right.

Nothing in the language contained in this Agreement shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Law, Title 9, Chapter 31 et al., entitled "Governmental Tort Liability."

## **PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States Department of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States Department of Agriculture, Food and Nutrition Services (7 CFR 272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to RIDOH upon request.

The Contractor's written compliance plans and/or self-assessments, referenced above and detailed in **ADDENDA V AND VI** of this Agreement must include but are not limited to the requirements detailed in **ADDENDA V AND VI** of this Agreement.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or RIDOH, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

The Contractor acknowledges receipt of **ADDENDUM V - NOTICE TO RHODE ISLAND DEPARTMENT OF RIDOH SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND ADDENDUM VI - NOTICE TO RHODE ISLAND DEPARTMENT OF RIDOH SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**, which are incorporated herein by reference and made part of this Agreement.

The Contractor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Contractor also agrees to comply with the requirements of the RI Department of Health for safeguarding of client information as such requirements are made known to the Contractor at the time of this contract. Changes to any of the requirements contained herein shall constitute a change and be handled in accordance with **PAR. 10. - MODIFICATION OF AGREEMENT** above.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement.

#### **PAR. 14. ASSIGNABILITY**

The Contractor shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the State's Division of Purchases, thereto; provided, however, that claims or money due or to become due to the Contractor from RIDOH under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to RIDOH.

#### **PAR. 15. COPYRIGHTS**

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 day notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered "work for hire," i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from RIDOH is considered confidential by RIDOH. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

With respect to claims arising from computer hardware or software manufactured by a third party and sold by the Contractor as a reseller, the Contractor will pass through to RIDOH such indemnity rights as it receives from such third party ("third party obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the third party obligation, the Contractor will provide RIDOH with indemnity protection equal to that called for by the third party obligation, but

in no event greater than that called for in the first sentence of this Paragraph the provisions of the preceding sentence apply only to third party computer hardware or software sold as a distinct unit and accepted by RIDOH. Unless a third-party obligation provides otherwise, the defense and payment obligations set forth in this Paragraph will be conditional upon the following:

1. RIDOH will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, RIDOH shall permit the Contractor at its option and expense either to procure for RIDOH the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by RIDOH shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist RIDOH in procuring substitute deliverables or software. If, in the sole opinion of RIDOH, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, RIDOH shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums RIDOH has paid the Contractor less any reasonable amount for use or damage.

The Contractor shall have no liability to RIDOH under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement that is based upon:

- The combination or utilization of deliverables furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
- The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of the Contractor-supplied operating software; or
- The modification by RIDOH of the equipment furnished hereunder or of the software; or
- The combination or utilization of software furnished hereunder with non-Contractor supplied software.

The Contractor certifies that it has appropriate systems and controls in place to ensure that RIDOH funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in **ADDENDUM I - SCOPE OF WORK**, with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from RIDOH is considered confidential by RIDOH.

## **PAR. 16. PARTNERSHIP**

It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of RIDOH.

## **PAR. 17. INTEREST OF CONTRACTOR**

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to RIDOH in writing and then subsequently obtaining approval, in writing, from RIDOH, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.

## **PAR. 18. FEDERAL FUNDING PROVISIONS**

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to RIDOH. The Provisions of Paragraph 5 and Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or Federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**.

<https://www.cfda.gov/>

States are required to collect information from contractors for awards greater than \$25,000 as described in **ADDENDUM XVIII – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear contracts, the Contractor is required to review and update the FFATA form, this must be provided to RIDOH 30 days prior to the end of the first contract year. For example, if the contract performance period is July 1, 2015 to June 30, 2018; then the FFATA form for the second contract year is due June 1, 2016. Any sub-contractor paid with Federal Funding will provide the FFATA form for each contract year to the Contractor, the Contractor must then provide all sub-contractor FFATA forms to RIDOH. Sub-contractor forms must be provided within fifteen (15) days of date of signature of this Agreement, and if applicable, within fifteen (15) days of the end of each contract year for all subsequent contract years.

## **PAR. 19. FUNDING DENIED**

It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDOH due directly to the failure of the Contractor to comply with the terms of this Agreement, the Contractor is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. Should the Contractor be liable for the amount of the denied funding, then such amount shall be payable upon demand of RIDOH.

The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

## **PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS**

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with this Agreement (in accordance with 2 CFR § 200.331). If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors' meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3-year period as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR § 200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide and maintain a quality assurance system acceptable to the state covering deliverables and services under this Agreement and will tender to the state only those deliverables that have been inspected and found to conform to this Agreement's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the state during Agreement performance and for three (3) years after final payment. The Contractor shall permit the state to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Agreement.

Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

The parties agree that in regards to fixed price portions of the contract, the state's access to the Contractor's books, records and

documents shall be limited to those necessary to verify the accuracy of the Contractor's invoice. In no event will the state have access to the Contractor's internal cost data as they relate to fixed price portion of the contract.

## **PAR. 21. CAPITAL ASSETS**

The Contractor agrees that any capital assets purchased on behalf of RIDOH on a pass-through basis and used on behalf of RIDOH by the Contractor shall upon payment by RIDOH, become the property of RIDOH unless otherwise agreed to by the parties and may be utilized by the Contractor in a reasonable manner. Capital assets are defined as any item having a life expectancy of greater than one (1) year and an initial cost of greater than five thousand dollars (\$5,000) per unit, except greater than five hundred dollars (\$500) per unit for computer equipment.

Upon written request by RIDOH, the Contractor agrees to execute and deliver to RIDOH a security interest in such capital assets in the amount of the value of such capital asset (or for a lesser amount as determined by RIDOH).

## **PAR. 22. COMPETITIVE BIDS**

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of RIDOH which are made under this Agreement in excess of five thousand dollars (\$5,000) or an aggregate of five thousand dollars (\$5,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

## **PAR. 23. SECURITY AND CONFIDENTIALITY**

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of RIDOH for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by RIDOH laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to RIDOH.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by RIDOH or to which the Contractor has access to for the performance of this Agreement is the sole property of RIDOH and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of RIDOH. Further, the Contractor expressly agrees to forthwith return to RIDOH any and all said data and/or information and/or confidential information and/or database upon RIDOH's written request and/or cancellation and/or termination of this Agreement.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes legitimately publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties under no obligation of confidentiality.

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA ([WWW.HHS.GOV/OCR/HIPAA](http://WWW.HHS.GOV/OCR/HIPAA)), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with RIDOH confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("Confidential Records" are the records as defined in section 38-2-3-(d) (1)-(1-19) of the Rhode Island General Laws, entitled "access to public records" and described in "access to Department of Health records.")

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including, but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). State Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

Personally Identifiable Information (PII) is defined as any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, either alone or when combined with other

personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (As defined in 2 CFR § 200.79 and as defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments"). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (As defined in 2 CFR § 200.82 Protected Personally Identifiable Information).

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

The Contractor agrees to adhere to any and all applicable State and Federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 *et seq.*, and HIPAA 45 CFR 160. The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

The Contractor shall notify the Covered Entity within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware. The Contractor shall, within forty-eight (48) hours, notify RIDOH's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid RIDOH in examining the matter. More complete and detailed information shall be provided to RIDOH as it becomes available to the Contractor.

Upon notice of a suspected security incident, RIDOH and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third-party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. Department of Health and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

Failure to abide by RIDOH's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by RIDOH.

Nothing herein shall limit RIDOH's ability to seek injunctive relief or any and all damages resulting from the Contractor's negligent or intentional disclosure of confidential information.

#### **PAR. 24. AUDIT**

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty-five thousand dollars (\$25,000) in any year, at no additional cost for RIDOH, the Contractor shall prepare an annual financial statement of the Contractor or the Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial statements must provide full and frank disclosures of all assets, liabilities, changes in the fund balances, all revenue, and all expenditures. Upon written or oral request by RIDOH, the Contractor shall provide RIDOH a copy of the above described financial statement(s) within ten (10) days of RIDOH's request or within twenty (20) days of the end of the Time of Performance, Paragraph 3 herein. If additional financial documentation is required by the Federal funding source, these additional financial requirements must be met in addition to the preparation of the above financial statements.

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for RIDOH, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to RIDOH.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for RIDOH, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to RIDOH.

Moreover, if the Contractor has Agreements and/or Federal Awards which **in aggregate** are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in **PAR. 6 - BUDGET**, the audit must be performed in accordance with federal requirements as outlined above (2 CFR 200.500 et seq.).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 2 CFR § 200.500 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

Pursuant to 2 CFR § 200.501 (h), "for-profit" entities shall conduct a "Yellow Book" audit annually by a Public Accounting Firm in accordance with Government Auditing Standards, mentioned above, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the U.S. (GAGAS) and provide a copy thereof to Client, the Contractor may not charge the cost of such an audit to a federal award.

The Contractor agrees that the state or its designated representative will be given access to any part of the system which is delivered under this Agreement to inventory and/or inspect the system.

The Contractor expressly agrees that any overpayment identified through an audit must be repaid to RIDOH within a period of six (6) months from the issuance of the audit.

## **PAR. 25. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

## **PAR. 26. ON-SITE INSPECTION**

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of RIDOH, its designee, and where appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 2 CFR § 200.328. All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from RIDOH or the Federal Government in accordance with 2 CFR § 200.333.

If, as a result of on-site inspections, changes are requested by RIDOH to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by RIDOH. All changes shall be documented by the Contractor and provided to RIDOH upon request. All requested changes shall comply with 2 CFR § 200.331.

## **PAR. 27. DRUG-FREE WORKPLACE POLICY**

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance

therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**.

Furthermore, the Contractor agrees to submit to RIDOH any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at RIDOH's option, result in termination of this Agreement.

**PAR. 28. PRO-CHILDREN ACT OF 1994 (ACT)**

As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

**PAR. 29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Contractor agrees to abide by **ADDENDUM XI – INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **ADDENDUM XII – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**.

**PAR. 30. CHIEF PURCHASING OFFICER**

This Agreement shall take effect upon the issuance of a Purchase Order by the State of Rhode Island's Chief Purchasing Officer or his/her designee. No modifications to this agreement shall be effective unless in an authorized change order issued by the State's Division of Purchases.

**PAR. 31. OWNERSHIP**

The following additional paragraphs are added to the Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third-party vendor will be and remain the property of such vendor.

DEVELOPED SOFTWARE. All software that is developed by the Contractor and delivered by the Contractor to RIDOH under this Agreement, and paid for by RIDOH ("Developed Software") is and shall remain the property of RIDOH. For a period of ninety (90) days following acceptance of any developed software in accordance with the approval procedures adopted by the parties, the Contractor warrants that each item of developed software will conform in all material respects to the written technical specifications agreed to by the parties in accordance with the software development methodologies adopted by the parties and set forth in the procedures manual. As soon as reasonably practicable after discovery by State or Contractor of a failure of the Developed Software to so conform (a "**non-conformance**"), State or Contractor, as applicable, will deliver to the other a statement and supporting documentation describing in reasonable detail the alleged nonconformance. If Contractor confirms that there is a non-conformance, then Contractor will use commercially reasonable efforts to correct such non-conformance. The methods and techniques for correcting non-conformances will be at the sole discretion of RIDOH. The foregoing warranty will not extend to any non-conformances caused (i) by any change or modification to software without Contractor's prior written consent; or (ii) by state operating software otherwise than in accordance with the applicable documentation, for the purpose for which it was designed, or on hardware not recommended, supplied or approved in writing by Contractor. Furthermore, if, after undertaking commercially reasonable efforts to remedy a breach by Contractor of the foregoing warranty, Contractor, in the exercise of its reasonable business judgment, determines that any repair, adjustment, modification or replacement is not feasible, or in the event that the developed software subsequent to all repairs, adjustments, modifications and replacements continues to fail to meet the foregoing warranty, RIDOH will return the developed software to Contractor, and Contractor will credit to the State, in a manner and on a schedule agreed to by the parties and as RIDOH's sole and exclusive remedy for such failure, an amount equal to the charges actually paid by RIDOH to the Contractor for the developed software that has failed to meet the foregoing warranty. Upon written request of RIDOH, the Contractor will use commercially reasonable efforts to correct an alleged non-conformance for which Contractor is not otherwise responsible hereunder because it is caused or contributed to by one of the factors listed above and, to the extent that such correction cannot be performed within the scope of the Contractor services, such correction will be paid for by RIDOH at the Contractor's then current commercial billing rates for the technical and programming personnel and other materials utilized by the Contractor. Notwithstanding anything to the contrary in this Agreement, the Contractor will continue to own, and will be free to use, the development tools and the residual technology, so long as such use does not breach Contractor's obligations of confidentiality set forth herein



***OTHER.** Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of RIDOH or are otherwise owned or licensed by the Contractor (collectively, "tools"); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by the Contractor's employees in an intangible form, all of which constitute substantial rights on the part of the Contractor in the technology developed as a result of the services performed under this Agreement; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.*

**PAR. 32. FORCE MAJEURE**

Except for defaults of subcontractors at any tier, in the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or other event or failure not the fault or within control of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other parties and shall use reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended

**PAR. 33. RESERVED**

**PAR. 34. DISPUTES**

The parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. When a dispute arises between RIDOH and Contractor, both parties will attempt to resolve the dispute pursuant to this subsection. When a dispute arises, the party initiating the dispute shall notify the other party in writing of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. RIDOH's project officer and Contractor project officer shall use good faith efforts to resolve the dispute within ten (10) State business days of submission by either party to the other of such notice of the dispute.

If RIDOH's project Officer and the Contractor's project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Secretary of the RI Department of Health or his or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

If the issue is not resolved, the parties shall proceed pursuant to R.I. General Laws § 37-2-46 and applicable State Procurement Regulations (1.5).

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation which shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the State of Rhode Island where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**PAR. 35. GOVERNING LAW**

This Agreement is deemed executed and delivered in the City of Cranston, State of Rhode Island, and all questions arising out of or under this Agreement shall be governed by the laws of the State of Rhode Island.

**PAR. 36. WAIVER AND ESTOPPEL**

Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this contract, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this contract. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

**PAR. 37. INSURANCE**

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by the Bid Specifications.

**PAR. 38. WORK REVIEWS**

The Contractor agrees that all work performed under this Agreement may be reviewed by RIDOH, Department of Administration, and/or by any third party designated by the RI Department of Health.

**PAR. 39. BUSINESS CONTINUITY PLAN**

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or disaster. Upon written or oral request by RIDOH, the Contractor shall provide RIDOH a copy of the above described Business Continuity Plan within ten (10) days of RIDOH's request.

**PAR. 40. NOTICES**

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and RIDOH shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on.

**PAR. 41. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

**PAR. 42. AMENDMENTS**

Except as may otherwise set forth in this Agreement, the Agreement may only be amended by the parties agreeing to the amendment, in writing, duly executed by the parties and shall only be effective upon incorporation by the State's Division of Purchases through the issuance of a change order.

**PAR. 43. SURVIVAL**

Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.

**PAR. 44. ADDITIONAL APPROVALS**

The parties acknowledge that this Agreement requires issuance of a valid Purchase Order by the State of Rhode Island for this Agreement to remain in full force and effect.



## A11. Federal Procurement Clauses

### A11.1 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR 200, Subpart F, Appendix II)

**The EEO clause must be included or the State must have its own EEO similar clause.**



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See the [Department of Labor Executive Order 11246 – Equal Employment Opportunity](#) for more information.

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### A11.2 Clean Air and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

### A11.3 Anti-Lobbying Act

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

- a. No federal 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, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

- b. If any funds other than federal 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, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

## A11.4 Americans with Disabilities Act



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See the [Americans with Disabilities Act website](#) for more information.

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This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

## A11.5 Drug-Free Workplace Statement

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides.

Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
4. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, sub grants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

## **A11.6 Royalty Free Rights to Use Software or Documentation Developed**

2 CFR 200.315 Intangible property.

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

## **A11.7 Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)

States to include in RFP and Contract a statement of certification by the vendor, such as "By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules."