

## **SECTION C - Description/Specifications/Statement of Work**

### *Office of Child Care (OCC) Monitoring and Oversight System*

#### **PROGRAM DESCRIPTION AND BACKGROUND**

##### **Background**

The Office of Child Care (OCC) administers the Child Care and Development Fund (CCDF), an \$11.7 billion program authorized by the Child Care and Development Block Grant Act (CCDBG) together with section 418 of the Social Security Act. CCDF is the primary federal funding source devoted to supporting families with low incomes afford child care and to increasing the quality of child care for all children. CCDF funds are provided by formula to State, Territory and Tribal governments to help families with low income access child care that meets their needs. CCDF also requires Lead Agencies to use a portion of the funds to improve the quality of care to support children's healthy development and learning. The OCC establishes and oversees the implementation of child care policies and provides guidance and technical assistance to States, Territories and Tribes as they administer CCDF programs.

##### **State/Territory Administration of the CCDF Program**

All States/Territories are required to submit for approval a triennial Child Care and Development Fund (CCDF) Plan those functions as the Lead Agency's application for CCDF funds. The Plan provides a description of the child care program and the services that will be made available to eligible families. The Plan serves as the agreement between the Lead Agency and the Federal Government as to how CCDF programs will be administered in compliance with legislative requirements, pertinent Federal regulations, and other instructions and guidelines issued by the OCC. The CCDF Plan is submitted electronically through the Child Care Automated Reporting System (CARS).

The CARS is a web-based submission site, which receives and stores CCDF data that States/Territories submit. The submission site allows:

- States/Territories to enter, edit and submit or resubmit their CCDF Plan details electronically to the OCC;
- The OCC to view all Plans, track submission status and generate reports;
- The OCC to approve Plans or alert States/Territories of needed revisions;
- States/Territories to enter, edit and submit amendments to their approved CCDF Plan to OCC for approval; and
- Technical Assistance (TA) providers access to identify States/Territories' technical assistance needs.

##### **State and Territory Compliance with CCDF Requirements**

The OCC is responsible for CCDF program oversight and accountability.

OCC oversees grantee implementation progress through two main mechanisms, the CCDF Plan Preprint and the Onsite Monitoring System. The Plan Preprint serves as the blueprint for Lead

Agency administration of the CCDF Program and therefore is the baseline for compliance and implementation. The OCC Monitoring System validates a subset of CCDF requirements onsite to ensure implementation of priority CCDF policies. In alignment with these two mechanisms of Federal oversight, OCC staff across the country provide ongoing support to States/Territories, which include: guidance on the CCDF Plan development, submission, review, and approval; approval of Plan amendments; validation of Plan implementation (through monitoring); and coordination and delivery of technical assistance and other resources.

Monitoring System validates a subset of CCDF requirements onsite to ensure implementation of priority CCDF policies. In alignment with these two mechanisms of Federal oversight, OCC staff across the country provide ongoing support to States/Territories, which include: guidance on the CCDF Plan development, submission, review, and approval; approval of Plan amendments; validation of Plan implementation (through monitoring); and coordination and delivery of technical assistance and other resources.

In addition to the CCDF Plan submitted through the CARS, OCC electronically collects and maintains other data from States/Territories. These data are reported and maintained in the Administration for Children and Families’ (ACF) Online Data Collection System (OLDC) and OCC’s CARS.

Brief descriptions are listed below:

<b>Report Name</b>	<b>Description</b>
ACF-403, ACF- 404 and ACF-405 (Error Rate and Improper Payment Report)	Measure, calculate, and report improper payments as well as identify strategies for reducing future improper payments.
ACF-696 (Financial Report):	Provides estimates and expenditures for the Mandatory Fund, Matching Fund, Discretionary Fund and Maintenance of Effort (MOE).
ACF-800 (Aggregate Data Report):	Provides unduplicated annual counts of children and families served through the CCDF and other information.
ACF-801(Case-Level Data Report)	Provides case-level data on the families and children served during the month of the report, and other demographic information. States may submit a sample or all cases.
Quality Performance Report (QPR)	Captures progress toward improving the quality of child care, including a focus on program quality and both the qualifications of and the supports provided to the child care workforce.
ACF-901 American Rescue Plan (ARP) Stabilization Grants	Provides information about the numbers and characteristics of child care providers receiving stabilization grant awards

## Child Care and Development Block Grant Reauthorization

Reauthorization of the Child Care and Development Block Grant Act was passed in 2014. The new law required significant changes and investments in the implementation of CCDF that:

:

- Protect the health and safety of children in care;
- Help parents make informed consumer choices and access information to support child development;
- Provide equal access to stable, high quality child care for children from low-income families; and
- Enhance the quality of child care and the supports provided to early childhood workforce

The CCDF Final Rule (Rule), which became effective September 30, 2016, provides regulatory clarifications made through the Act of 2014. OCC maintains legislative authority to monitor States/Territories compliance with the Act, Rule and approved CCDF Plan.

OCC anticipates publishing a Final Rule this spring, that includes key policy priorities related to subsidy eligibility and equal access.

### **OCC Monitoring**

The goal of OCC's monitoring system is to ensure and promote full implementation of CCDF requirements. This goal is accomplished through:

- The timely issuance of compliance decisions and detailed feedback to states on their implementation of CCDF requirements (monitoring topics)
- Identification of technical assistance and ongoing support of implementation activities and
- Implementation of continuous quality improvement practices to ensure monitoring is responsive to and aligns with OCC's priorities.

### Monitoring Schedule

OCC monitoring - cycle aligns to the triennial CCDF State Plan period and provides a mechanism for OCC to follow up on components of the Triennial Plan review to evaluate a subset of regulations to determine whether Lead Agency implementation is compliant with the law. OCC monitors all 50 States, the District of Columbia, and Puerto Rico.

Note: OCC may alter its monitoring focus during future monitoring cycles to address continued and emerging needs.

### Monitoring Approach

The Monitoring Team is led by OCC and includes representatives from the Contractor referred to as "Monitoring Liaisons" who:

- Support federal staff in the delivery of an efficient and effective monitoring system;
- Provide consistent support to OCC to ensure the timely delivery and implementation of monitoring activities;
- Deliver technical assistance and assist OCC in tracking/identifying trends across regions; and
- Recommend improvements that support the replication and design of best practices.

The process of monitoring is a collaborative effort between OCC and States/Territories. Lead Agencies have flexibility in proposing how they will demonstrate compliance with CCDF requirements.

The monitoring approach captures data about the Lead Agency's implementation of the CCDF program and follows three distinct phases. An overview of the major activities of each phase are noted below:

1. **Pre-Visit Phase:** Monitoring Team and the Lead Agency work to ensure that monitoring focuses on the compliant implementation with the identified CCDF regulations. Data collection and analysis begins in this phase, with the Monitoring Team conducting a review of grantee-specific documents. The desk review is completed prior to the onsite visit and is used to frame the onsite portion of the monitoring process. **Onsite Phase:** Monitoring Team collects data in person through interviews with, and demonstrations by, the State and its partners (entities designated to assist in administering any part of the CCDF program) as well as conducts guided reviews of subsidy and licensing case files. The onsite data collection provides on-the-ground view of how approved policies are implemented to validate compliance. These onsite data collection sessions also provide OCC with varied perspectives on the State's implementation of CCDF.
2. **Post-visit Phase:** Monitoring Team continues to review and analyze the evidence collected, works with the Lead Agency to collect any additional data needed to complete the analysis, and recommends determinations of compliance with each regulation monitored.

Once the Monitoring Team completes the documentation of evidence (pre-visit, onsite, post-visit), compliance recommendations are made. Preliminary findings are shared with the team comprised of OCC Division Directors for validation and confirmation of preliminary compliance determinations.

After non-compliance determinations are issued, states participate with OCC in implementation discussions where the focus on the state's plan to address non-compliance, some of their barriers and what supports they need from OCC. These conversations are often accompanied by a state response in the form of an implementation plan in which states documented milestones/steps they will take to move towards to achieve compliance.

When states are prepared to clear their non-compliance (completes a review of evidence to determine compliance) to ensure that the state's newly implemented procedures meet CCDF

requirements. The review process includes Regional Office Staff, Central office staff, and Technical Assistance contractors.

All monitoring data is documented in the OCCMS.

OCC Documentation and Relevant Resources:

- [CCDF Federal Onsite Monitoring | The Administration for Children and Families \(hhs.gov\)](#)
- [Log in - OCC Monitoring System \(hhs.gov\)](#)
- [CCDBG Act](#)
- [CCDF Regulations](#)
- [NPRM for Child Care and Development Fund \(CCDF\) regulations \(45 CFR Part 98\) | The Administration for Children and Families \(hhs.gov\)](#)
- [FFY2022-2024 CCDF Plan Preprint for States and Territories | The Administration for Children and Families \(hhs.gov\)](#)
- Approved CCDF Plans: <http://www.acf.hhs.gov/occ/resource/state-plans>
- [FFY 2025-2027 CCDF Plan Preprint](#)
- CCDF Data and Statistics: <http://www.acf.hhs.gov/occ/resource/ccdf-statistics>
- Early Childhood Training and Technical Assistance System: <https://childcareta.acf.hhs.gov/>

SEVERABLE SERVICES

The Contractor shall furnish all of the necessary personnel, materials, services, facilities, (except as otherwise specified herein), and otherwise do all the things necessary for or incident to the performance of the work as set forth below. In addition, the Contractor will ensure that national webinars, trainings and other state planning calls (if needed) include live captioning, as well as American Sign Language (ASL) interpretation when requested by participants and other accommodations to ensure full participation for people with disabilities.

To ensure that States/Territories administering the CCDF program are compliant with requirements under the Act, Rule and approved CCDF Plan, and to better position OCC to support and report on State/Territory performance, OCC is soliciting the following contractual services:

1. Implementation and refinement of an onsite monitoring and oversight system and associated tool(s);
2. Operation and maintenance of OCCMS, web-based monitoring and reporting database IT system; and collaboration/integration with other OCC data systems
3. Development and delivery of training and technical support; and
4. Coordination and delivery of program support

The successful execution of the tasks under this order is contingent upon the Contractor's understanding of:

- OCC's monitoring system/approach;
- OCCMS;
- The CCDF Regulations;
- The provisions of the Act;
- The flexibility exercised by States/Territories in developing policies and procedures to implement the CCDF program;
- The range of onsite monitoring models and the advantages and disadvantages of each model; and
- The training and technical assistance (TA) needed to assure competent use of any technology developed for this contract.

The Contractor shall review OCC's website and all relevant information maintained and/or provided for background information on the OCC and the administration of the CCDF program. The Contractor shall request access to the CARS (if needed) to acquire knowledge of the functionality.

In consultation with the OCC, the Contractor shall develop, update and refine monitoring and oversight process, protocols, tools and materials and will operate and maintain the web-based reporting database.

Ownership of all documents, materials, information, and source code written by the Contractor as well as data that are developed, collected, compiled and analyzed by the Contractor reside permanently with the OCC.

Independently and not as an Agent of the Government, the Contractor shall provide all personnel, facilities, supplies and necessary equipment (except as set forth herein) to effectively complete the tasks outlined in this SOW. It is expected that the Contractor's work will be coordinated with existing ACF applications of technology solutions and be consistent with larger ACF/OCC information technology (IT) activities.

Each of the tasks described in this SOW identifies examples of the types of products and services that should be included under each area. The examples are not exhaustive and other innovative solutions may be proposed by the Contractor.

## **Specific Tasks**

### **1.0 Task - Project Management and Development**

#### **Subtask 1.1 Orientation Meeting**

The Contractor shall meet with the Contracting Officer's Representative (COR) and other Federal staff at an orientation meeting held in Washington, D.C. within 15 days after the effective date of the contract and annually thereafter during the Option Periods. The purpose of these meetings is to discuss the project scope of work, schedule due dates for deliverables, progress indicators, and clarify questions and project activities to assure mutual understanding of the work and expectations. Potential topics and the timing and delivery of technical assistance products and activities along with the types of consultation necessary may also be discussed. Any potential

problems that may delay the submission of deliverables and ways to mitigate such delays will be discussed.

### **Subtask 1.2 Project Work Plan**

The Contractor shall submit a project work plan (annually) for the duration of the contract. This plan shall describe work processes, timelines, procedures and allocation of personnel and include a: schedule and due date for all deliverables (Tasks 2, 3, 4 and 5), resources allocated (i.e. staffing/materials), performance, and schedule requirements throughout the contract; a quality assurance plan for each deliverable; and project progress indicators. The work plan shall include an annual training plan for Federal Staff and States/Territories (Task 4). The Contractor should submit the proposed work plan to be finalized in coordination with the COR within 15 business days following the orientation meeting or other such deadline as the COR shall establish (Subtask 1.1). The Contractor shall ensure that the work plan is updated accordingly (for the duration of the contract) to reflect any adjustments to the schedule, deliverables and resources allocated. Revised work plans shall be forwarded to the COR five (5) days in advance of the effective date for review and final approval.

The Contractor shall identify the specific activities necessary to pursue the mission of this project and to carry out the work within each task area. The Contractor shall exercise judgment to maintain a continually cost effective, productive, and responsive operation. The Contractor shall establish quality assurance and quality control measures and surveillance and assessment activities. Within 45 days of the contract award, the Contractor shall work with the COR to identify and implement a system to centrally manage/track project deliverables that are under development/review. This system could be a formal project management tool/software or any other centralized process (approved by the COR and maintained by the Contractor) and accessed by the COR and other central office designees (as appropriate). Incorporating a centralized tracking system will ensure timely submission, review and approval of project materials/resources. Finally, the Contractor shall provide the COR with on demand electronic reports of issues and trends that may affect the operation of the project and make recommendations for improved service.

### **Subtask 1.3 Project Meetings**

Notwithstanding meetings for the purpose of carrying out other tasks of the contract, the Contractor shall meet with the COR and others as directed by the COR at least monthly, by telephone and at least twice annually (in-person) during the period of performance of this contract except when deemed unnecessary by the COR. One in-person meeting may be the annual orientation session. Five (5) days prior to each meeting, the Contractor shall submit a proposed agenda and any materials to the COR that will be discussed. Within two (2) days following each meeting, the Contractor shall submit to the COR for review and approval a written summary of discussion points, including decisions reached, issues needing further follow-up and due dates. The Contractor shall work with the COR to establish an agreed upon format for the written summary.

### **Subtask 1.4 Project Reporting**

The Contractor shall review activities and complete written monthly progress reports that summarize the status of the project activities and deliverables, forecast planned activities for the next month and/or contract period, outline outcomes and identify any potential problems that may cause a delay in performance. The Contractor and COR may determine that it is necessary to refine tasks under this order. As adjustments are made, the Contractor shall update the work plan to reflect the adjustments (Subtask 1.2). The Contractor shall submit monthly reports by the 10<sup>th</sup> day of each month. The frequency and content of the progress reports may be modified at the COR's discretion.

The Contractor shall make available to the COR information related to the conduct and operation of the project as requested. The Contractor shall provide additional in-depth, accurate, and organized management information on activities and costs upon request. The Contractor shall prepare an annual report to describe and summarize the activities of the project. The annual report shall be submitted to the COR within 15 days following the end of the contract year.

#### **Subtask 1.4.1 Notice Regarding Late Delivery/Problem Notification Report**

The Contractor shall notify the COR, as soon as it becomes apparent to the Contractor, that a scheduled delivery will be late (Tasks 1-6). The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The COR will review the new schedule and provide guidance to the Contractor. Such notification in no way limits the Government's right to any and all rights and remedies up to and including termination.

#### **Subtask 1.5 Project Results**

The Contractor shall assess the usefulness and impact of the project by developing, collecting, and tracking progress/performance on each project task/deliverable. This information should be identified by the Contractor and consist of output and outcome measures that demonstrate the effectiveness of the project.

Where appropriate, this information should in part reflect feedback from OCC and States/Territories, minimizing the reporting burden for all parties. The Contractor should incorporate this information into the project work plan (Subtask 1.2) and submit as part of the monthly project reports (Subtask 1.4). This information should include ways to assess the quality and timeliness of tasks under this order, which includes the monitoring tool(s), database and reporting system, training and technical assistance, monitoring support and all other associated deliverables and activities.

The Contractor shall submit an annual report to the COR 15 business days after the end of the project year. The annual report shall contain a summary of accomplishments for all project tasks, including a cumulative assessment of its progress indicators and the outcomes of project activities, and a financial report by budget line item that includes award and expenditures.

### **2.0 Task – Onsite Monitoring System and Tool**



### **Subtask 2.1 Onsite Monitoring System**

The Contractor shall support OCC with designing and implementing a monitoring system and will also support with refining system processes, approaches, and timelines as needed. OCC's monitoring system is a three-phased approach (pre-visit planning, onsite data collection, and post-visit compliance determination), includes the ability to verify whether State/Territory's implementation of the CCDF program meets CCDF statutory and regulatory requirements, and is administered consistent with the State/Territory approved CCDF Plan (Section 2 - Background). The monitoring system serves as a "blueprint" for OCC's onsite monitoring, connecting the steps taken to:

- Verify and track CCDF compliance, progress towards full implementation or non-compliance with current CCDF statutory and regulatory requirements, taking into consideration the variation in the administration of the CCDF program across States and Territories;
- Utilize existing program data maintained by the OCC (e.g. CCDF Plan and Reports);
- Provide opportunities for State/Territory self-assessment and feedback;
- Electronically "house" the onsite monitoring tool, visits results, reports and protocols;
- Automate the analysis of monitoring findings individually and across States/Territories;
- Develop State and Territory monitoring reports, annual reports and other reports as requested;
- Build user knowledge and capacity to efficiently implement the monitoring tool and reporting database system; and
- Provide logistical and programmatic support.

Under the direction of OCC, the Contractor will refine monitoring processes, data collection tools, and related materials addressing all phases of the monitoring process (pre-visit/onsite/post-visit activities) to ensure ongoing needs and efficiencies are incorporated for successful implementation. The Contractor shall incorporate innovations and research-based monitoring practices. The Contractor shall maintain a comprehensive written guide outlining the contents of OCC's monitoring system for Federal Staff and CCDF Lead Agencies and will update as enhancements are made.

### **Subtask 2.2 Data Collection Tool**

The Contractor shall support the implementation and refinement of OCC's Data Collection Tool (DCT). The DCT is the primary source for documenting monitoring activities and reflected in OCCMS (Task 3.0). OCC uses the DCT throughout the monitoring process. All information noted in the DCT along with all other activities, evidence collected and used to render a compliance decision are uploaded and maintained in OCCMS. The OCCMS serves as the official system of record.

### **Subtask 2.3 Differential Monitoring**

The Contractor shall consult with OCC and other Federal Partners (as identified by OCC) on the development of an approach to support OCC's vision of implementing differential monitoring. Differential monitoring allows OCC flexibility in customizing the scope by monitoring cycle or variation by Lead Agency (depending on compliance status).

#### **Subtask 2.4 Data Sharing Across OCC Systems**

The Contractor shall continue working with OCC to integrate critical State/Territory data (CCDF Plan, QPR and other compliance data) for each State/Territory maintained in OCC's CARS into the monitoring tool (Task 3.0). These data will be considered as part of the data collection for monitoring to ensure a comprehensive approach for analyzing key requirements that may influence the monitoring result.

#### **Subtask 2.5 State/Territory Process Guide**

The Contractor shall develop a guide outlining State/Territory responsibilities, tasks and activities. The guide shall address the three phases of monitoring and include all relevant information pertaining to the completion of evidence to demonstrate full compliance along with any other State/Territory related tasks.

### **3.0 Task – Office of Child Care Monitoring System (OCCMS)**

The Contractor shall maintain the OCCMS, which is currently hosted at the Administration for Children and Families (ACF) Amazon Web Services (AWS) environment. The ACF Office of Chief Information Officer (OCIO) provides and maintains the staging and production hosting environments, and the Contractor is responsible for providing and maintaining the development environment and the OCCMS application. The OCCMS contains information collected during all three phases of the monitoring process: pre-visit, onsite and post-visit phases. The OCCMS serves as the system of record for all OCC monitoring activities and includes the following core functions:

- Store all data related to monitoring evidence and findings, user actions and all relevant documents;
- Data entry and upload of monitoring findings and compliance statuses (site visit results);
- Manage/track documents supported by CCDF Lead Agencies as evidence of compliance (incl. all monitoring data collection tools, CCDF policies, regulations etc.) and those uploaded by monitoring staff;
- Support the interconnection and exchange of compliance data with CARS and other OCC report systems
- Support workload management through the use of alerts/notifications to users based on their user role;
- Track policy decisions relevant to CCDF regulations;

- Reporting module, which provides data extracts, standard and Ad hoc reports; and
- Administrative functions (such as user management, rule management, log management)

### **Subtask 3.1 – OCCMS Operations and Maintenance (O&M) and Enhancements**

The purpose of this task is to provide development, modernization and enhancement to OCCMS. As the OCC monitoring processes mature, the Contractor will be responsible for modifying OCCMS to reflect process changes, such as tracking the type of follow-up actions for visits or incorporating additional data elements to improve the granularity of information collected. This will also include new development and COTS implementations. The modernization efforts will include infusion of newer technologies in the areas including but not limited to data management, data warehouse, business intelligence and data quality, analytical tools, web services and support for handheld/mobile devices. Development, Modernization and Enhancement to be provided may vary from one service area to another. Examples of service areas may include:

- Requirement Analysis
- Design and Development
- Testing
- Implementation

#### **Subtask 3.1.1- Requirement Analysis**

The Contractor shall perform requirements analysis, as tasked. Representative activities include, but are not limited to:

- Analyze, decompose and translate the requirements into detailed functional and non-functional system requirements
- Work with the project team, including user representatives, to review and validate the system requirements
- Develop the System Requirements Specifications (SRS)
- Create/Update Concept of Operations (ConOps)
- Establish a finalized Requirements Traceability Matrix (RTM)
- Complete a successful requirements analysis stage gate review including coordination of review meeting, preparation of materials, and resolution of any issues identified by critical partners

#### **Subtask 3.1.2- Enhancement Design and Development**

The Contractor shall perform design and development activities, as tasked. Representative tasks include, but are not limited to:

- Design software enhancements based on the detail requirements identified, verified, documented and approved in the requirements analysis phase
- Develop/update the System Design Document (SDD)
- Create/Update Interface Control Document(s) to be used when interfacing with exiting reporting systems
- Test the design against the Requirements Traceability Matrix
- Develop Test artifacts: Master/Release Test Plan, Test Case Specifications
- Work with the COR and project team in the verification and approval of the design at designated milestones and update Project artifacts accordingly
- Develop/update all application/system code required to build the system according to the System Design Document
- Construct/Update Software Application Modules
- Develop all application/system code in compliance with 508 requirements, ACF defined IT standards and approved software on ACF approved hardware.
- Use an iterative development approach supporting prototypes and demos throughout the development process
- Develop system/application code level documentation with particular emphasis on source code documentation
- Conduct and document unit testing
- Track and correct all defects before completion of development phase
- Complete a successful design & development stage gate review including coordination of review meeting, preparation of materials, and resolution of any issues identified by critical partners

### **Subtask 3.1.3 - Testing**

The Contractor shall review and test the new solution to ensure that all links (new and changed features links) are functioning, and that the solution is in compliance with the project requirements. As tasked, the Contractor shall perform Test and Evaluation Services to support all testing and evaluation phase requirements of the SDLC and as determined by ACF. Any issues identified as a result of this initial testing shall be reported to the COR and Project Manager and corrected by the Contractor.

### **Subtask 3.1.4 - Acceptance Testing**

The Contractor shall be responsible for the support and coordination of User Acceptance Testing (UAT) activities. After training, the COR and Project Manager and the Contractor will select a set of tests to evaluate all functions, templates and options. Selected testers shall intentionally stress the system to identify weaknesses which will be reported to the Contractor for resolution.

These initial tests will not be visible to the public through this testing phase although it will be operating in the pre-production environment. Any issues identified during this process shall be addressed and resolved by the Contractor.

The UAT Test Results Report is provided to the project manager and senior project stakeholders and summarizes the UAT results and whether the UAT objectives were met. It covers:

- Achievement of UAT objectives
- Test execution results by test cycle
- Test execution statistics and trends
- A plan to address any UAT test issues still unresolved

### **Subtask 3.1.5 – Implementation**

The Contractor shall provide full implementation services end to end support during all phases of the implementation process with skilled resources. The Contractor shall employ a professional, implementation, and integration framework approach. The formal approach to quality assurance through the use of quality system standards such as Capability Maturity Model Integration (CMMI) level 2 or higher, ISO 9001-2001, SSAE-16 standards are required. All efforts shall support implementation/integration of system and other software.

The Contractor shall provide documentation, setup, test plans, solution demonstration, knowledge transfer sessions, conversion, and reconciliation support. Implementation shall be conducted through a phased approach. The Contractor will work to ensure the new solution is properly installed and configured. The Contractor shall provide implementation/integration services using ACF CCB approved products and services where applicable.

### **Subtask 3.1.6 – Records Management Plan**

In collaboration with OCC, the Contractor shall develop, maintain, and implement a monitoring records retention management plan in accordance with HHS/ACF IT Security Policy. The Records Management Plan shall be developed in accordance with OCC's approved records retention schedule from National Archives and Records Administration (NARA).

### **Subtask 3.2 – Training, Technical Assistance and Reporting**

The Contractor shall partner with OCC to prepare, coordinate and deliver support for OCCMS guidance. The Contractor shall:

- Provide training and technical assistance to Federal and State/Territory staff on how to use the OCCMS,
- Develop, updating, and disseminating training materials, such as user guides and frequently asked questions, and
- Provide on-demand support to respond to users' questions through a telephone assistance line (available M-F 9am-5pm EST), email, and on-line hands-on assistance (as needed). The Contractor shall extend availability as needed to support users located in different time zones and during higher periods of implementation.

In addition, the Contractor shall provide data analysis support by generating ad-hoc data reports as requested and assisting OCC response to external data requests.

### **Subtask 3.3 - OCCMS System Security**

The Contractor shall help assess security controls by coordinating with the OCCMS Information Security Officer (ISSO) and ACF OCIO IT Security staff. As OCCMS Plan of Action and Milestones (POAM) are identified and documented by the OCCMS ISSO, the Contractor shall be responsible for remediating and addressing high-risk application vulnerabilities within 30 days, and medium-risk application vulnerabilities within 60 days from the date the vulnerability was identified and documented. ACF will determine the risk rating of the IT security application vulnerabilities.

In addition, the Contractor shall coordinate with the OCCIS ISSO to assist in updating the OCCMS System Security Plan (as needed), and shall adhere to HHS/ACF IT Security policies.

#### **3.0 Task - Training and Technical Assistance: Development and Delivery of Training and Technical Assistance for the OCC and States/Territories**

### **Subtask 4.1 OCC Federal Staff Training**

Under the direction of the OCC, the Contractor shall plan, design, develop, identify and deliver interactive training. The training will equip users with the knowledge base and skills to successfully implement OCC's monitoring system and use monitoring tools. The training approach shall include various delivery methods, incorporating a progression of learning (orientation thru ongoing) across all aspects of the monitoring system to include, but not limited to, monitoring tool completion, data management, document template completion, report analysis and help desk supports. The Contractor shall customize training based on the audience and need as identified by the OCC. Training should address areas related to OCC's monitoring approach (pre-visit, onsite and post-visit activities), protocols, data collection and analysis, onsite monitoring tool, OCCMS and other related resources. Additional training topics may be delivered at OCC's request.

The Contractor shall employ innovative solutions to support various adult learning approaches that incorporate in-person and e-learning synchronous and asynchronous opportunities. Training will be delivered to relevant OCC staff located in the central and regional offices. As part of the work plan, the Contractor shall include a training plan that includes proposed approaches, areas of focus/objectives and schedule (Subtask 1.2) If adjustments are made to the training plan, the Contractor shall submit revisions to OCC, allowing up to 15 business days for review and feedback prior to the submission of the final plan for approval. The Contractor shall ensure that training resources are accessible in the monitoring and reporting database as well as posted to Federal Learning Hub dashboard and as directed by OCC

The training content will be disseminated to participants as part of the training sessions. All training materials, methods and related resources will be submitted to the OCC for review and approval. The Contractor shall work with the OCC to develop a process that allows for upfront direction and ongoing guidance at key points during content development and training design to facilitate efficient quality assurance and approval when the products are delivered. Draft products delivered for OCC review should be close to final and encompass the Contractor's final revisions. At least three (3) weeks prior to the training session, all training materials (final draft training

slides, handouts etc.) shall be forwarded to OCC for review/feedback. These documents should be close to final when submitted to OCC for review and reflect the Contractor's expertise and best efforts. At the point these documents are submitted to OCC, there should be minimal changes required. Finalized training slides should be submitted to OCC at least 5 days prior to the scheduled session with all feedback incorporated. All training should be coordinated (to the extent possible) with other OCC training and technical assistance efforts such as OCC national and regional meetings. The COR in consultation with the Contractor may adjust the review/approval timeline, based on OCC's needs.

The Contractor shall develop and implement training evaluations/surveys and use the evaluation results to improve the training approach/content.

#### **Subtask 4.2 State/Territory Training**

Upon request, the Contractor shall develop and facilitate training or meetings for States/Territories on the monitoring system, approach, tools and reports. As part of the work plan, the Contractor shall include a training plan that includes proposed approaches, areas of focus/objectives and schedule (Subtask 1.2) In general; training sessions, workshops, and presentations shall be accompanied by appropriate multimedia presentations in consultation with OCC. The review and approval process for State/Territory training shall follow the Federal Staff timeline (Subtask 4.1). At least three (3) weeks prior to the training session, all training materials (draft training slides, handouts etc.) shall be forwarded to OCC for review/ feedback. Draft products such as training materials and other resources delivered for OCC review should require minimal changes by OCC and should be close to final and encompass the Contractor's final revisions. Finalized training slides shall be submitted at least 5 days prior to the scheduled session. All training should be coordinated (to the extent possible) with other OCC training and technical assistance efforts such as OCC national and regional meetings

Feedback from training sessions, workshops, and presentations shall be analyzed and improvements made as appropriate. The Contractor shall follow OCC's monitoring cycle/schedule, delivering training to all stakeholders in preparation for monitoring as determined by OCC (as noted in the Background). The Contractor shall support OCC in the coordination and delivery of the following training sessions as noted:

- National OCC Monitoring Overview at launch of Cycle 3 (this could be a live training offered once or multiple times for differing audiences or could be a recorded training made available for States/Territories) ()

Ongoing just-in-time trainings and office hours as needed and as determined by OCC. In addition, training opportunities may occur during the following OCC meetings:

- National State and Territory Administrators Meeting (STAM) – in Washington, DC
- ACF/OCC Regional Meetings

The Contractor's role during the training will be determined in consultation with the COR and OCC, in advance of each meeting, and in coordination with OCC's TA Plan.

#### **Subtask 4.3 Technical Assistance – Monitoring System/ Processes**

At the request of OCC, the Contractor shall provide technical assistance (TA) to Federal Staff and State/Territories to support the implementation of OCC’s monitoring system. The Contractor shall work with OCC to identify TA needs related to implementation of the monitoring process and determine the best approach for follow-up. TA could include but is not limited to one-time coaching session, intensive support or consultation in a specific area and/or the provision of written guidance. The Contractor shall also maintain, and distribute technical bulletins and/or resources for Federal Staff and States/Territories relevant to program monitoring and reporting. The Contractor shall work with OCC to ensure that technical bulletin/resources are also available for public use and dissemination (Subtask 4.4).

**Subtask 4.4 – Public Website**

At OCC’s request, the Contractor shall develop monitoring related resources for public dissemination. The Contractor shall adhere to HHS/ACF policy regarding Security protocols and 508 compliance when developing resources and will coordinate with OCC/ACF on uploading data to OCC’s website. Information posted to OCC’s website may include monitoring reports, national trends, cohort cycle, technical briefs and other information as determined by OCC (Subtask 4.3).

**5.0 Task – Monitoring Support: Development and Delivery of Monitoring Support**

**Subtask 5.1 Logistical Support**

The Contractor shall assist the OCC with the coordination and execution of all phases of the monitoring process (pre-visit, onsite and post-visit) and other ongoing oversight activities to include: implementation discussions, the review of compliance evidence, program analysis and system improvement. The Contractor serves as a member of the monitoring team and shall work with the OCC to implement and refine systems for scheduling and supporting the implementation of monitoring visits and ongoing oversight of grantee’s full implementation as it relates to non-compliances.

The below table reflects the maximum number of monitoring visits to be conducted during each contract period (two complete monitoring cycles).

<b>Contract Period</b>	<b>Max Onsite Visits to States/Territories</b>	<b>Number of days for each visit</b>	<b>Min Number of Participating Contracted</b>
Base	20	3	4
Option Period One	32	3	4

The Contractor shall train and deploy contract staff to participate on all monitoring visits as proposed. The Contractor shall provide all contract staff travel arrangements and costs including, but not limited to, airfare, rental car, food, train tickets, hotel and meeting space



(while onsite). Upon request, the Contractor shall provide the OCC with information on its logistical support.

The Contractor shall serve as a team member and provide full support to the federal team to ensure the successful implementation of all phases of the monitoring process. Support may include but is not limited to:

- **Pre-Visit:** Scheduling all monitoring visits, development of monitoring correspondence (visit confirmation letters/emails); drafting and finalizing the onsite interview questions; scheduling and facilitation of internal team calls; development of monitoring agendas and schedules; review, organization and dissemination of State/Territory evidence using designated monitoring tools developed in collaboration with OCC) for evidence review; in depth desk review of all pre-visit evidence and materials submitted by the state/territory, summary of desk review findings shared and discussed with federal staff, data entry of monitoring data and uploading documents into OCCMS; creating and editing OCC presentations; coordination and scheduling of logistics related to the onsite visit to the Lead Agency and other “off-site” agencies; securing/reserving meeting space for internal team debriefs; development of entrance conference materials and assurance that materials are prepared and available during onsite visit; preparation of all on-site materials including nametags, agenda/schedule, participant lists, contact information, etc.; generation of required resource documents and onsite tools; production of all visit correspondence; and dissemination of visit data to participating parties. Uploading shared documents in OCC TEAMS for collaboration with federal staff. Contractor will also be responsible for tracking monitoring work in OCC’s Task-Management database in Smartsheet as directed by OCC.
- **Onsite Visit:** Dissemination of onsite resource documents; data collection and analysis using the monitoring tool(s); organization of documents collected; capturing of notes during onsite data collections and internal debriefs; synthesizing of data findings; and the data entry of OCCMS information.
- **Post-visit:** Assistance with close-out activities; drafting of follow-up monitoring correspondence (letters/reports); finalizing data collection efforts; analysis of data results; drafting of compliance determinations and summaries for internal review; OCCMS data entry; documentation of policy questions and coordination with Regional staff on TA requests received during the monitoring visit; and development of preliminary and final reports (subtask 3.2); support with preparation for implementation discussions, support with review of compliance evidence submitted by the state/territory in response to non-compliances; updating/uploading monitoring documents in TEAMS as determined by OCC Contractor will also be responsible for tracking monitoring work in OCC’s Task-Management database in Smartsheet as directed by OCC.

### **Subtask 5.1.1 Monitoring Liaisons**

Monitoring Liaisons will work closely with OCC to coordinate all monitoring related activities,

through the delivery of targeted and customized support to ensure successful implementation of the monitoring system. The Monitoring Liaisons will be “assigned” to a regional team and central office, providing continuity for the team while building capacity. Finally, the Monitoring Liaisons will maintain strong linkages with other TA providers as related to monitoring.

The Contractor shall maintain at least twenty-five for the duration of the contract which includes at least two (2) bilingual Spanish liaisons to support planning and monitoring efforts for Puerto Rico. It may be necessary to adjust liaison assignments to increase support during periods of high activity (i.e. pre-visit review of materials and post-visit compilation of data for internal review and validation (Subtask 5.1).

### **Subtask 5.2 Programmatic Support**

The Contractor shall provide programmatic support to the OCC around State/Territory monitoring. The Contractor shall support the OCC in ongoing analysis of all monitoring strategies and supports, identifying cross-cutting themes to streamline and enhance associated systems and procedures. Additionally, the contractor will ensure all deliverables including data collection tools, compliance decision summaries, and other monitoring documents including any data submitted to OCC is complete and adheres to a thorough quality control process before being submitted. Grantee-specific monitoring documents submitted to OCC should be consistent and uniform in terms of format, level of detail, and overall approach. Upon request, the Contractor shall update the monitoring tool, guidelines, reporting database, forms and other materials, reflecting any changes enacted by the OCC.

The Contractor shall conduct research on promising practices in program monitoring and prepare reports, briefings, and presentations as required. Information gathered as part of the onsite monitoring visits and other relevant sources of information shall provide the basis for the analysis and research previously referenced. Contractor shall provide semi-annually a list of potential reports or data sets, which promote and highlight ongoing child care and CCDF trends and topics using State/Territory monitoring data. OCC will use the recommendations to consider the development of presentations, data sets, and reports for internal and external use. The Contractor shall be responsible for a minimum of four multimedia presentations or reports of CCDF data. Additionally, the Contractor shall provide real-time data reports to OCC on all monitoring data and compliance decisions for integration with OCC’s Data Bridge (mechanism and criteria for aligning all compliance decisions and data across the CCDF Plan and Monitoring) and Smartsheet. Contractor will also be responsible for tracking monitoring work in OCC’s Task-Management database in Smartsheet as directed by OCC.

In addition, and in coordination with OCC, the Contractor shall develop quarterly reports and an annual report summarizing overall CCDF monitoring activities, highlighting areas of priority (Subtask 1.4 and 3.2). The Contractor may retrieve report data from OCCMS and from other sources as deemed appropriate by OCC. The Contractor’s reports, briefings and/or presentations may also be published on OCC’s public website (Subtask 4.4). The Contractor shall ensure coordination and ongoing communication with other OCC and ECD Contractors as identified by the OCC, to foster partnerships and ensure a seamless delivery of services.

## **6.0 Task - Personnel Requirements: Contract Staff Requirements**

### **Subtask 6.1 Process for Acquiring Key Personnel**

The Contractor shall provide personnel with the management, technical and subject matter expertise required to accomplish the activities and prepare the deliverables identified in this SOW.

The Contracting Officer retains the right to review the qualifications of applicants and approve the hiring of key personnel subsequent to review of their qualifications. The OCC also reserves the right to assess the technical skill and competence of the individual and to require the individual's replacement, with written notification, if the individual's qualifications or performance is judged deficient at any time. The Contractor and OCC will make final selections for all key management personnel jointly. The Contractor shall identify a "Project Director" who shall act as the primary interface between the Contractor and the Government. NOTE: Key management personnel may not be removed from the contract without approval from OCC and the Contracting Officer.

Resumes of key management personnel must be provided to the COR and the Contracting Officer for approval prior to assignment of the individual(s). Upon request, the Contractor shall also provide resumes for all contract personnel under the contract. Resumes shall indicate which expertise requirement(s) of this SOW are being met by the individual(s).

Reference HHSAR Clause 352.237-75 in Sections H and I.

### **Subtask 6.2 Key Management Personnel**

The Contractor must be able to manage the contract and operate the project in-house. Key management personnel must be employees of the Contractor and most key positions must be filled by full-time employees (unless otherwise approved the COR).

The key management personnel in this contract are considered essential to the work being performed hereunder. They include:

Title

Project Director

Lead Application Developer

Lead Monitor

Lead Research Associate

Assistant Project Director/Manager (.5FTE)

The information below further delineates each position's responsibilities:

1. The Project Director, person who oversees and manages the contract;
2. The Lead Application Developer, person who oversees and manages the development and maintenance of OCCMS - integrated monitoring database and reporting system;
3. The Lead Monitor, person who oversees and manages the monitoring support activities to include visit coordination and data collection; and

4. The Lead Research Associate, person who oversees/manages data analysis and report development.

The Contractor shall also maintain an Assistant Project Director/Manager (.5 FTE) to support the Project Director with management, oversight and implementation of the contract deliverables.

Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer and COR (as appropriate) reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit the evaluation of the impact on the program. No diversion of key management personnel shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversions and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be modified from time to time during the course of the performance to either add or delete personnel, as appropriate.

Reference HHSAR Clause 352.237-75 in Sections H and I.

### **Subtask 6.3 Contract Staff Expertise and Operational Knowledge**

The Contractor shall develop a staffing pattern for key management personnel and contract support staff that maintains the level of expert knowledge and skillset to effectively deliver the tasks outlined to ensure that needs, as described in the SOW are met on an ongoing basis. Project activities will focus on a systemic approach to supporting OCC's monitoring efforts.

The Project Director must possess skills/experience to:

- Deliver and oversee projects within the constraints of a budget, schedule and scope;
- Lead and direct cross-functional teams;
- Develop team members through the delivery of training and ongoing coaching and mentoring;
- Ensure timely and appropriate communication skills (written/verbal);
- Implement project management tools and approaches; and
- Adapt to changing needs/demands.

In addition, all key personnel shall possess strong operational knowledge and expertise of the full range of topical issues, services, and innovations, which include but is not limited to:

- Early childhood education, early childhood programs at the federal, state or local child service level;
- Knowledge of the CCDF statute and regulations;
- Strong operational knowledge and experience with administration of the CCDF at the State/Territory level, including knowledge and experience with key CCDF components related to subsidy administration, health and safety, licensing, monitoring and program integrity;
- Child care quality improvement;

- Child care environments and delivery systems;
- Knowledge of a wide variety of early childhood funding streams and options;

The OCC has identified specific functions throughout this SOW, which are critical to the successful implementation of its complete monitoring system. It is expected that key personnel maintaining the OCCMS possess the expert knowledge to effectively design, build and maintain an integrated web-based reporting system (Task 3.0). In addition, non-key contract staff delivering the specified services as outlined in each subtask listed below should possess the following knowledge and/or skill-sets, which may include but is not limited to:

#### *Subtask 3.2 Training, Technical Assistance and Reporting*

- *Data collection and analysis;*
- *Data mining;*
- *Data management;*
- *Program evaluation;*
- *Statistics;*
- *Data reporting;*
- *Strong writing skills;*
- *Demonstrated experience in producing publications, with adequate editorial and graphics support;*
- *Collecting and sharing knowledge, which includes demonstrated experience in developing web ready material and populating websites; and*
- *Report writing*

#### *Subtask 5.1 Logistical Support*

- *Assessment and analysis;*
- *Program evaluation;*
- *Data collection and analysis;*
- *Strong writing skills;*
- *Data reporting;*
- *Reporting writing;*
- *Field experience in monitoring state agencies or programs; and*
- *Demonstrated experience with knowledge management, TA tracking, and communication systems.*

#### *Subtask 5.1.1 Monitoring Liaisons*

- *In-depth knowledge/understanding of CCDF grantees (s) to which they are assigned*
- *Assessment and analysis;*
- *Program evaluation;*
- *Data collection and analysis;*

- *Strong writing skills;*
- *Data reporting;*
- *Reporting writing;*  
*Field experience in monitoring state agencies or programs; and*
- *Demonstrated experience with knowledge management, TA tracking, and communication systems.*

*Note: Language specification for the monitoring liaison supporting Puerto Rico includes proficiency in Spanish with the ability to speak, read and write the language with minimal difficulty.*

#### *Subtask 5.2 Programmatic Support*

- *Program evaluation;*
- *Data collection, management and analysis;*
- *Statistics;*
- *Data reporting;*
- *Strong writing skills;*
- *Demonstrated experience in producing publications, with adequate editorial and graphics support;*
- *Collecting and sharing knowledge, which includes demonstrated experience in developing web ready material and populating websites; and*
- *Report writing*

*The Contractor shall develop criteria to evaluate contract staff performance, to be approved by the OCC.*

#### **Subtask 6.4 Filling Vacancies**

The Contractor shall ensure that new or vacant positions are filled as soon as possible, with the approval of OCC. Vacancies should be filled within 60 days maximum. If the Contractor expects a vacancy to exist longer than 60 days, OCC must be notified and the reason for the extended vacancy provided.

#### **Subtask 6.5 Contract Staff Associated Costs**

The Contractor shall be responsible for training contract staff on OCC's onsite monitoring system and cover any costs associated with logistical arrangements, such as travel, per diem etc., associated with monitoring activities for contract staff. The Contractor shall maintain and provide to the OCC, electronically, information on the contract staff to include, but not be limited to, contact and background information. The Contractor shall develop an evaluation for contractor staff performance, to be completed by OCC.

### **C.3 INFORMATION SECURITY AND/OR PHYSICAL ACCESS SECURITY REQUIREMENTS**

## Security Requirements

### A. Baseline Security Requirements

1) **Applicability.** The requirements herein apply whether the entire contract or order (hereafter “contract”), or portion thereof, includes either or both of the following:

a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information as required to perform their work. Access is contingent upon positive adjudication of background check.

b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the ACF mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

2) **Safeguarding Information and Information Systems.** In accordance with the Federal Information Processing Standards Publication (FIPS) 199, *Standards for Security Categorization of Federal Information and Information Systems*, the Contractor (and/or any subcontractor) shall:

a. Protect government information and information systems in order to ensure:

- **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
- **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
- **Availability**, which means ensuring timely and reliable access to and use of information.

b. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of ACF regardless of location.

c. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract.

d. Comply with the Privacy Act requirements and tailor FAR clauses as needed.

3) **Information Security Categorization.** In accordance with FIPS 199 and National Institute of

Standards and Technology (NIST) Special Publication (SP) 800-60, *Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories*, Appendix C, and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system. The contractor shall work with the ACF security team to categorize information or information systems. The categorization can change at any time throughout the lifecycle of the system. The contractor shall ensure proper controls are implemented based on the categorization.

4) **Controlled Unclassified Information (CUI).** CUI is defined as “information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information.” The Contractor (and/or any subcontractor) must comply with *Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002)* when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term “handling” refers to “...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information.” 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

- a. marked appropriately;
- b. disclosed to authorized personnel on a Need-To-Know basis;
- c. protected in accordance with NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations* applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* if handled by internal Contractor system; and
- d. returned to ACF control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.

5) **Protection of Sensitive Information.** For security purposes, information is *or* may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, *Protection of Sensitive Agency Information* by securing it with a FIPS 140-2 validated solution.

6) **Confidentiality and Nondisclosure of Information.** Any information provided to the contractor (and/or any subcontractor) by ACF or collected by the contractor on behalf of ACF shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees



and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any ACF records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and ACF policies. Unauthorized disclosure of information will be subject to the HHS/ACF sanction policies and/or governed by the following laws and regulations:

- a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
- b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
- c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

7) **Internet Protocol Version 6 (IPv6).** All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, *Transition Planning for Internet Protocol Version 6 (IPv6)*.

8) **Websites and Digital Services.** All new and existing public-facing government websites shall comply with the Integrated Digital Experience Act (IDEA).

9) **Government Websites.** All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.

9) **Contract Documentation.** The Contractor shall use provided templates, policies, forms and other agency documents, if applicable, to comply with contract deliverables as appropriate.

10) **Standard for Encryption.** The Contractor (and/or any subcontractor) shall:

- a. Comply with the *HHS Standard for Encryption of Computing Devices and Information* to prevent unauthorized access to government information.
- b. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
- c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and ACF-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).

d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the COR prior to implementation of the solution.

e. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

**11) Contractor Non-Disclosure Agreement (NDA).** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the ACF non-disclosure agreement. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

**12) Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)** – When applicable, the Contractor shall assist the ACF Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed.

a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the ACF SOP or designee with completing a PIA for the system or information within *30 days* after completion of the PTA and in accordance with HHS policy and OMB M-03-22, *Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002*.

b. The Contractor shall assist the ACF SOP or designee in reviewing the PIA at least every *three years* throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

## B. Training

**1) Mandatory Training for All Contractor Staff.** All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/ACF Contractor Information Security Awareness, Privacy, and Records Management training (provided upon contract award) before performing any work under this contract. Thereafter, the employees shall complete HHS/ACF Information Security Awareness, Privacy, and Records Management training at least *annually*, during the life of this contract. All provided training shall be compliant with HHS training policies.

**2) Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based

training **annually** commensurate with their role and responsibilities in accordance with HHS policy and the *HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum*.

3) **Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. A copy of the training records shall be provided to the CO and/or COR within **30 days** after contract award and **annually** thereafter or upon request.

### C. Rules of Behavior

1) The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the *HHS Information Technology General Rules of Behavior*.

2) All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least **annually** thereafter, which may be done as part of annual ACF Information Security Awareness Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable to the CO and/or COR per defined timelines.

### D. Incident Response

FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The Contractor (and/or any subcontractor) shall comply with ACF’s Incident Response Policy dated July 10, 2018, including any subsequent updates.

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

1) Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident.

2) Notify affected individuals only as instructed by the Contracting Officer or designated representative.

3) Report all suspected and confirmed information security and privacy incidents and breaches to the ACF Incident Response Team (IRT), COR, CO, ACF SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic as defined in ACF’s Incident Response Policy.

4) Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation.

## REQUIREMENTS FOR CLOUD SERVICES

Cloud Services apply; the specific information related to the level of Cloud Services cannot be determined at this time. The offeror should propose with the understanding that specifics regarding the Cloud services will be provided after award.

## ADDITIONAL HSPD-12 AND POSITION SENSITIVITY REQUIREMENTS

### Homeland Security Presidential Directive (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, *Policy for a Common Identification Standard for Federal Employees and Contractors*; OMB M-05-24; FIPS 201, *Personal Identity Verification (PIV) of Federal Employees and Contractors*; HHS HSPD-12 policy; and *Executive Order 13467, Part 1 §1.2*.

The Contractor (and/or any subcontractor) and its employees shall comply with computing and security standards including:

- Federal Information Security Management Act (FISMA) as part of the e-government Act of 2002
- Homeland Security Presidential Directive (HSPD)-12,
- Policy for a Common Identification Standard for Federal Employees and Contractors;
- Office of Management and Budget (OMB) Memorandum (M)05-24; and
- Federal Information Processing Standards Publication (FIPS PUB) Number 201,
- (FAR) Subpart 4.13 ([https://www.acquisition.gov/sites/default/files/current/far/html/Subpart 4 13.html](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%204_13.html)),
- FAR Subpart 52.204-9 (<https://www.acquisition.gov/?q=browsefar>), and
- HHS HSPD-12 policy

The Contractor shall refer to the HHS-OCIO Policy for Information Systems Security and Privacy, dated July 7, 2011. The Contractor shall become familiar with the HHS Departmental Information Security Policies, which may be found at <http://www.hhs.gov/ocio/policy/>. The HHS Cybersecurity Program develops policies, procedures, and guidance to serve as a foundation for

the HHS information security program. These documents implement relevant Federal laws, regulations, standards, and guidelines that provide a basis for the information security program at the Department. The Contractor must become familiar with HHS Cybersecurity Program guidelines as presented at <http://www.hhs.gov/ocio/policy/index.html#Security>

## Contract Initiation and Expiration

- 1) **General Security Requirements.** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Solution Development Life Cycle (SDLC) processes, ACF Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the ACF SDLC framework and methodology.
- 2) **System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, *Security Considerations in the System Development Life Cycle*, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
- 3) **Sanitization of Government Files and Information.** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.
- 4) **Notification.** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within 48 hours before an employee stops working under this contract.
- 5) **Contractor Responsibilities Upon Physical Completion of the Contract.** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or ACF policies.
- 6) The Contractor (and/or any subcontractor) shall perform and document the actions identified in the **ACF Contractor Employee Separation Checklist** when an employee terminates work under this contract within 3 days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

## H. Records Management and Retention

The Contractor (and/or any subcontractor) shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records

Administration (NARA) records retention policies and schedules and HHS/ACF policies and shall not dispose of any records unless authorized by HHS/ACF.

In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with HHS/ACF policies.

#### Contractor Responsibilities Upon Physical Completion of the Contract

The Contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this Contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during Contract performance, in accordance with HHS and/or ACF policies.

The Contractor (and/or any subcontractor) shall perform and document the actions identified in the ACF Contractor Employee Separation Checklist when an employee terminates work under this Contract within 3 days of the employee's exit from the Contract. All documentation shall be made available to the CO and/or COR upon request.

#### Organizational Conflict of Interest (OCI) and Non-Disclosure Requirements

##### Organizational Conflict of Interest

**General:** The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.

**Disclosure:** The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

**Resolution:** In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

##### Non-Disclosure Requirements

##### **Contractor Non-Disclosure Agreement (NDA)**

Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the OpDiv non-disclosure agreement to be provided upon award as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing

any work under this acquisition.

### **Confidentiality and Nondisclosure of Information**

Any information provided to the contractor (and/or any subcontractor) by the government or collected by the contractor on behalf of government shall be used only for carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor.

Each Contractor employee or any of its subcontractors to whom any government records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and ACF policies. Unauthorized disclosure of information will be subject to the HHS/ACF sanction policies and/or governed by the following laws and regulations:

- a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
- b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
- c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

To perform the work specified herein, contractor personnel will require access to proprietary, privacy protected and/or sensitive data, regular access to HHS-controlled facilities and/or access to HHS information systems. The Government anticipates the position sensitivity under this effort to be **Tier 1**; but sensitivity levels cannot be ascertained definitively until after contract award.

To gain the required access and successful award, the contractor shall comply with Homeland Security Presidential Directive 12, Policy for a Common Identification Standard for Federal Employees and Contractors, and with the personal identity verification and investigation procedures contained in:

- HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P) – copy can be obtained by emailing [fisma@hhs.gov](mailto:fisma@hhs.gov)
- HHS Continued Implementation for the HSPD-12 Program, dated January 13, 2017
- OPM Final Credentialing Standard, dated June 2008
- OMB M-05-24, dated August 5, 2005, Implementation of Homeland Security Presidential Directive (HSPD) 12 --Policy for a Common Identification Standard for Federal Employees and Contractors
- Executive Order 13467
- 5 CFR Part 1400.201

The minimum Government investigation to receive an HSPD-12 PIV Credential is a Tier 1

(NACI), which consists of searches of records covering specific areas of a person's background during the past five years. The minimum Government investigation to receive Elevated Privilege (any access beyond normal email or data entry) is a Tier 4 (BI High Risk Public Trust).

The contractor must comply with the instructions and timeframes provided by the Contracting Officer's Representative (COR) regarding the handling of the security requirements specified in this section. Typically, each employee must submit at a minimum: a completed OF-306; a current resume; and a completed HHS 828 form. Additional requirements may apply to Foreign National Applicants who will follow a slightly different level of initial checks. No contractor may begin any work or obtain any access to HHS facilities, information or information systems unless and until codified credentialing standards are met, and the Office of Security and Strategic Information informs the COR initial security requirements are complete or HSPD12 badges have been issued, whichever occurs first. Contractors should ensure that the employees whose names they submit have a reasonable chance for access approval. In some cases, employees with existing background investigations commensurate with sensitivity designations will expedite performance. Delays associated with rejections and consequent reinvestigations may not be excusable. Investigations may delay performance, regardless of the outcome of the investigation. The facts surrounding individual cases will determine whether a delay is excusable.

Typically, the Government investigates personnel at no cost to the contractor, but the expense of multiple investigations for the same position is difficult to justify. Consequently, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more than the cost of the extra investigation(s), i.e., within one year of established employment.

Language similar to this Security section shall be included in any subcontracts which require subcontractor personnel to have access to an information system, access to proprietary, privacy protected and/or sensitive data, other than occasional or intermittent access to an HHS-controlled facility, or any combination of these three.

The 2017 DOI/Bureau of Indian Affairs Self-Governance Negotiation Guide cites particular language to use for agreements with Sovereign Nations/Entities, Tribes and Consortia to either comply with HSPD-12 or elect to not have access to federal information or information systems, either by hardcopy or electronic means.

Inquiries, including requests for forms and assistance, should be directed to the COR, listed in Section G of the contract.

Within seven (7) calendar days after final acceptance of the work specified herein, the contractor shall return all identification badges, Government Furnished Equipment, Government Furnished Data and Government Furnished Property (GFE/GFD/GFP) if applicable, to the COR. Within seven (7) days after employee departure at any time during the contract, the contractor shall return all identification badges, and GFE/GFD/GFP if applicable, to the COR.



### Identification Card Custody and Control

The Contractor is responsible for the custody and control of all forms of HSPD-12 Credentials issued by HHS to Contractor employees, including all subcontractor employees. The Contractor shall immediately notify the COR when a Contractor or subcontractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment. Return all HHS HSPD-12 Credentials to the appropriate credentialing office.

The Contractor shall also ensure that Contractor or subcontractor employees comply with HHS requirements concerning the renewal, loss, theft, or damage of an ID card.

Failure to comply with the requirements for custody and control of HHS issued ID cards may result in a delay in withholding final payment or contract termination, based on the potential for serious harm caused by inappropriate access to HHS facilities, sensitive information, information systems or other HHS resources.

**Renewal:** A Contractor employee's HHS issued ID card is valid for a maximum of five (5) years and 9 months or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the ID card expiration date by contacting the COR. If an ID card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources. Contractor ID card certificate(s) require yearly updates from the issuance date. The yearly updates should be coordinated between the contractor and the COR. HHS reserves the right to impose annual expiration dates on HHS issued ID Cards at any time.

**Lost/Stolen:** Immediately upon detection that an ID card is lost or stolen, the Contractor or Contractor employee shall submit an Incident Report within 24 hours for any and all lost or stolen HHS Credential to the COR and the local security servicing organization. The Incident Report shall describe the circumstances of the loss or theft. If the loss or theft is reported by the Contractor to the local police, a copy of the police report shall be provided to the COR. The Contractor employee shall sign in daily for facility access and may have limited access to information systems and other resources until the replacement card is issued.

**Replacement:** A Credential will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than three (3) days, provided there is a continuing need for agency access to perform work under the contract.

### Surrender Credentials/Access Cards, Government Equipment

HHS reserves the right to suspend or withdraw access at any time for any reason. Access will be restored upon the resolution of the issue(s).

Upon notification that access to HHS facilities, proprietary, privacy protected and/or sensitive information, federally controlled information systems or other HHS resources is no longer

required, the Contractor shall surrender the HHS issued Credentials, access card, keys, computer equipment, and other government property to the COR or directly to HHS at the address referenced above in section

HHS Contractor personnel who do not return their government issued property within 48 hours of the last day of authorized access to HHS, may be permanently barred from HHS systems and facilities and may be subject to fines and penalties, as authorized by applicable Federal or State laws.

**References:**

1. Homeland Security Presidential Directive 12 (HSPD-12), Policy for a Common Identification Standard for Federal Employees and Contractors (<http://www.whitehouse.gov/news/releases/2004/08/20040827-8.html>);
2. Office of Management and Budget (OMB) Memorandum M-05-24, dated August 5, 2005, Implementation of Homeland Security Presidential Directive (HSPD) 12 --Policy for a Common Identification Standard for Federal Employees and Contractors (<http://www.whitehouse.gov/omb/memoranda/fy2005/m05-24.pdf>);
3. The [Intelligence Reform and Terrorism Prevention Act](#) of 2004
4. National Industrial Security Program Operating Manual, incorporating Change 2 dated May 18, 2016 ([NISPOM](#))
5. Executive Order [13467](#), Reforming Processes Related to Suitability for Government Employment, Fitness for Contractor Employees, and Eligibility for Access to Classified National Security Information, dated June 30, 2008;
6. Final [Credentialing Standard](#) for Issuing Personal Identity Verification Cards under HSPD-12, dated July 31, 2008;
7. FIN 10-05 OPM Memorandum [Reminder to Agencies](#) of the Standards for Issuing Identity Credentials Under HSPD-12, dated May 17, 2010;
8. [5 CFR Part 1400](#) Final Rule, Designation of National Security Positions in the Competitive Service, and Related Matters, dated June 5, 2015
9. 5 CFR Section [731.106\(a\)](#) Designation of Public Trust positions and investigative requirements.
10. Federal Information Processing Standards 201 ([FIPS 201](#)), to include all subsequent versions;
11. OMB [M-07-06](#), dated January 11, 2007, Validating and Monitoring Agency Issuance of Personal Identity Verification Credentials
12. OMB [Circular A-130](#), dated July 28, 2016, to include all subsequent versions
13. FISMA and the FISMA Modernization Act
14. 2016 and 2017 Self-Governance Negotiation Guide (Includes Sovereign Nations, Entities, Tribes and/or Consortia).
15. [Federal Identity, Credential and Access Management](#) Architecture Standards and Policies
16. Department of Health and Human Services' (HHS) Counterintelligence and Insider Threat Policy, dated July 13, 2015 to include all subsequent versions.
17. HHS Continued Implementation for the HSPD-12 Program, dated January 2017 to include all subsequent versions;
18. FAR 52.204-9 – Personal Identity Verification of Contractor Personnel
19. FAR 52.222-54 – Employment Eligibility Verification

20. HHS IRM Information Security Program Policy  
<http://www.hhs.gov/read/irmpolicy/121504.html>.

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor’s performance. The oversight provided for in the contract and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance and provides verifiable input for the Contractor Performance Assessment Reporting System (CPARS). The QASP may be updated by modification to the contract.

**Quality Assurance Surveillance Plan (QASP)**

<b>Required Service/Tasks</b>	<b>Performance Standards</b>	<b>Method of Surveillance (Quality Assurance)</b>	<b>Standard to be Met/Allowable Deviation</b>
Overall contract management	The Contractor maintains a high level of quality assurance, responsiveness to the Contracting Officer Representative (COR) and Contracts Officer, reliability, and completeness of tasks. The Contractor meets timeframes and	COR and Contracting Officer monitor the timeliness of deliverables; budget estimates; invoices and reports	No more than three documented complaints by the COR within a year.
Project Work plan	Project work plan includes all project tasks delivered within specified timeline; Plan incorporates timelines and progress indicators,	COR and Regional Program Manager monitoring, analysis of written plan and staying within the budget estimate.	Not more than five (5) workday delay in task schedule (unless extenuating circumstances exist, as confirmed by the COR).

Required Service/Tasks	Performance Standards	Method of Surveillance (Quality Assurance)	Standard to be Met/Allowable Deviation
Technical Materials include Section 508 compliance	complex issues. Very few, if any, revisions required by COR and/Regional Program Manager	COR and Regional Program Manager monitoring of timeliness and revisions of all materials. (Deliverables).	Products delivered according to timeframes in approved work plan and meet HHS Section 508 requirements.
Planning Training and Technical Assistance Activities (TA)	Training and technical assistance provided in accordance with the approved work plan. TA is well-organized, high quality and responds to the	COR and Regional Program Managers monitors ratings by event participant using an evaluation tool that rates the effectiveness and quality of the training and TA	Training and TA is scheduled and delivered in accordance with timeframes in approved work plan

### HHS SECTION 508 ACCESSIBILITY STANDARDS

The following Section 508 accessibility standards apply to the work to be performed (see HHSAR Clause 352.239-74):

#### *Section 1194.31 Functional Performance Criteria*

##### A. Section 508 of the Rehabilitation Act of 1973

In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. The law ([29 U.S.C § 794 \(d\)](#)) applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508, agencies must give disabled employees and members of the public access to information comparable to the access available to others.

The [U.S. Access Board](#) is responsible for developing Information and Communication Technology (ICT) accessibility standards to incorporate into regulations that govern Federal procurement practices. On January 18, 2017, the Access Board issued a final rule that updated accessibility requirements covered by Section 508, and refreshed guidelines for telecommunications equipment subject to Section 255 of the Communications Act. The final rule went into effect on January 18, 2018.

The rule updated and reorganized the Section 508 Standards and Section 255 Guidelines in response to market trends and innovations in technology. The refresh also harmonized these requirements with other guidelines and standards both in the U.S. and abroad, including standards issued by the European Commission, and with the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG 2.0), a globally recognized voluntary consensus standard for web content and ICT.

<https://www.section508.gov/manage/laws-and-policies>

The Architectural and Transportation Barriers Compliance Board (Access Board) issued final guidelines for accessibility, usability, and compatibility of telecommunications equipment and customer premises equipment covered by section 255 of the Telecommunications Act of 1996. Section 255 of the Communications Act, as amended by the Telecommunications Act of 1996, requires telecommunications products and services to be accessible to people with disabilities. Manufacturers must ensure that products are “designed, developed, and fabricated to be accessible to and usable by individuals with disabilities” when it is readily achievable to do so. Accessibility guidelines issued by the Board under Section 255 address the telecommunications products covered including:

- wired and wireless telecommunication devices, such as telephones (including pay phones and cellular phones), pagers, and fax machines
- other products that have a telecommunication service capability, such as computers with modems
- Equipment that carriers use to provide services, such as a phone company’s switching equipment.

<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-telecommunications-act-guidelines>

### **Subpart C -- Functional Performance Criteria**

#### *Section 1194.31 Functional Performance Criteria*

This section provides functional performance criteria for overall product evaluation and for technologies or components for which there is no specific requirement under other sections. These criteria are also intended to ensure that the individual accessible components work together to create an accessible product. This section requires that all product functions, including operation and information retrieval, be operable through at least one mode addressed in each of the paragraphs. Go to Sub-part C Functional Performance Criteria 1194.31 at:

[https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards#subpart\\_c](https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards#subpart_c)

#### Transfer of Hardware/Software Maintenance Agreements

At the conclusion of this task order, the contractor shall ensure that all hardware/software

agreements entered under this task order are transferable to the Government and/or to other contractors at the discretion of the Government.

#### Transition-In and Transition-Out Services

##### Contractor Transition-In

The purpose of the Transition-In is to transfer functional and technical knowledge and program artifacts from incumbent contractor(s) and ACF staff to the Contractor in an efficient and orderly manner. In addition, the Contractor shall ensure current functionality through a seamless transition from the current solution to its own. The Contractor shall ensure the transition of all current ACF IT O&M services from incumbent contractors with minimal or no disruption of service to ACF's end-users. The transition includes the transfer of all applicable hardware, software, licenses, services, information stores, configuration and asset repositories, operational and development processes, documentation, knowledge stores, and any other resource associated with ACF services. The transition planning shall include capturing knowledge of the current Agency IT Managed Data Center design, implementation, and operations.

The Contractor shall transition development, test and integration, operations and maintenance resources, and knowledge from the incumbent Contractor to the Contractor's own staff, processes, and facilities. The Contractor shall migrate any service requests to its own service request tracking system. The Contractor shall ensure existing system capabilities are maintained and not compromised during the transition. The Contractor shall transition support for related program processes, including requirements assessment and change management processes. The Contractor shall demonstrate O&M capability using the Contractor's own staff, processes, tools, and facilities at the end of the transition period.

During the first 10 days after contract award, the successor Contractor shall work with the Government staff and incumbent contractor(s) as applicable to gain a complete understanding of the current ACF environment. One business day prior to the commencement of each meeting, the successor Contractor shall prepare a meeting agenda, including a list of potential concerns, and submit the agenda to meeting invitees.

The successor Contractor shall notify the Contracting Officer's Representative (COR), immediately if major concerns are identified that require immediate attention or correction. All concerns shall be discussed during the weekly status meetings

Transition-in activities shall include:

- Implementation of the comprehensive transition strategy
- Kickoff Meeting to define the communication process between the Government and the Contractor to review key tasks, project schedule, and milestones, personnel, and roles and responsibilities; and ensure a common understanding of task and requirements.
- Participating in Transition-In meetings
- Conducting and coordinating all on-boarding activities with the Government personnel and obtaining secure badging for team personnel and ensuring the necessary training is taken to include:

- Security Awareness Training
- Records Management Training
- Rules of behavior
- Ensuring staff identified as key personnel are available to work with Subject Matter Experts (SME) from the Government personnel and the incumbent Contractor immediately after Task Order award.
- Engaging in regularly scheduled meetings.
- Knowledge transfer
- Activities that will result in the successor contractor gaining an understanding of the business objectives, processes, and requirements as related to the {services required}
- Activities that will result in the successor contractor gaining an understanding of ACF system documentation, project documentation, and application of ACF's Solutions Delivery Life Cycle.

#### Transition-Out

The Contractor shall develop and submit a Transition-out Plan within 45 days prior to the expiration of the Task Order. In the Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and ACF staff to transfer knowledge and information regarding the work completed under this SOW. Transition-out activities shall include:

- Development of a Transition-Out Plan documenting the knowledge and information transfer plan for the incoming Contractor staff and ACF staff, including but not limited to detailed system documentation for all Tasks in this SOW. At a minimum, the Plan shall include the following, including timelines:
  - Metrics and processes to ensure the Government fully informed of status throughout the transition period
  - A clear timeline delimitation of how and when each functional activity will be transitioned to incoming contractor
  - Training of new personnel (contractor or government) during the transition period in all system operation and maintenance functions
  - Resource and staffing phase out
- The following transition information must be provided for all work completed under Task 3 – Office of Child Care Monitoring System (OCCMS)
  - Recommendations on O&M before the period of performance concludes, as O&M will be transitioned to the incoming Contractor.
  - Project specifications
  - Code

- Code documentation
  - Testing documentation
  - Other documentation as described in Task 3, such as updated CARS System Design Document, updated CARS System Security Plan
  - Project assets
  - Detailed report of status of technical initiatives, outstanding data fixes, development defects and resolution of known defects prior to the end of the period of performance.
- Participation, at the discretion of COR, in meetings with the Government or new Contractor to ensure a smooth transition and provide detailed information on the operation of all deliverables
  - Coordinate with any incoming Contractor and ACF staff to perform an orderly and efficient transition of CARS services.
  - Being available to answer any questions that arise.
  - Transfer of Government Furnished Information as required
  - Appropriate close-out of outstanding technical and related work
  - Continue to provide all key staff members and sufficient experienced personnel during the transition phase to ensure normal ongoing maintenance and operations services and continue to meet required service level agreements.
  - Allow as many personnel as practical to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract.
  - Personnel security off-boarding documentation (ACF Contractor Employee Separation Checklist), equipment and badge for personnel leaving the contract along with full support in the reconciliation of this inventory.

The Contractor shall develop and submit a Transition-out Plan within 90 days prior to the expiration of the Task Order. The Contractor's transition plan shall be approved by COR and shall contain a milestone schedule of events and system turnovers. The Contractor shall transition with no disruption in operational services. Once approved, the Contractor shall execute the transition-out plan.

The contractor shall plan and participate in weekly transition meetings between the COR and other participants as identified by ACF OCIO. The meetings will be held at the ACF Switzer Building at 330 D Street, Washington, D.C. location.

The Contractor shall prepare and submit an agenda two (2) business days prior to each meeting and prepare and provide meeting minutes within 24 hours after the meeting. The meeting minutes, at a minimum, shall include the following:

- List of participants
- Purpose of the meeting
- Decisions reached during the meeting



- Action items identified (including the person responsible for addressing the action and the date the action is to be completed)
- Date, time, and location of next meeting

The Contractor shall facilitate the transition of contracted activities, documentation, Standard Operating Procedures (SOP), source code, and all details and information for any services performed; to the Federal Government or to a follow-on Contractor at the end of the contract period of performance.

## **SECTION D - Packaging and Marking**

### **PACKAGING AND MARKING**

All deliverables shall be delivered to the Contracting Officer's Representative (COR) identified in Section G and shall be marked as follows:

1. Name and address of the Contractor;
2. Contract Number;
3. Description of item contained therein; and
4. Consignee's name and address.

### **PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or COR shall be paid by the Contractor.

## **SECTION E - Inspection and Acceptance**

### INSPECTION AND ACCEPTANCE

Pursuant to the appropriate inspection clause, all work described in Section C to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Contracting Officer's Representative (COR), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

#### Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the COR.

#### General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this Statement of Work.

- Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this Statement of Work.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Work Products shall be submitted in hard copy and electronic copy. The electronic copy must be in a format as indicated in the Deliverables Table.

## **SECTION F - Deliveries or Performance**

### **PERIOD OF PERFORMANCE – Severable Services**

The period of performance shall be for a base period of 12 months with four (4) 12-month option periods, as follows:

Anticipated Base Period: September 30, 2024, through September 29, 2025

Anticipated Option Period 1: September 30, 2025, through September 29, 2026

Option periods may be exercised in accordance with FAR Clause 52.217-9 entitled "Option to Extend the Term of the Contract." Option periods, if included at initial issuance of this contract, may be exercised after the expiration date of the underlying IDIQ contract; however, no contract (including options) may extend more than 60 months beyond the expiration of the underlying IDIQ contract. All terms and conditions of the IDIQ contract remain in effect.

### **PLACE OF PERFORMANCE**

Work will be performed at: The place of performance for all contract staff will be at a physical location anywhere within the United States. The contractor may also be located anywhere in the United States, with their main home office physically located at a specific location in the United States. Virtual offices cannot be substituted for a physical presence of the contractor. To provide economies of scale, the use of home offices by Center staff is strongly encouraged. Contract services may be provided on-site, off-site, through virtual media, or a combination thereof.

NOTE: Local metropolitan Washington DC travel within a 50-mile radius of the Switzer Bldg., 330 C. Street, S.W. Washington, D.C. or the relocation of personnel from other geographic areas for the purpose of staffing this SOW are not subject to reimbursement. The Government will not pay travel charges for travel to and from the employee's home and the Government offices, or to and from one company building to another. Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement.

### **REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE**

The contractor shall submit all required report(s)/deliverables in accordance with the following schedule: All reports shall reference and cite the contract number. The Contractor shall use ACF Governance provided templates, policies, forms and other agency documents to comply with contract deliverables as appropriate; if specific formats are not provided, the Contractor shall deliver in its own format, as appropriate.

#### **a. Special Format Requirement**

The Contractor shall deliver the deliverables in electronic format unless otherwise stated in the tables below. This includes formats in the MS Suite such as Microsoft Office (Word, Excel), MS Visio, MS Project, Adobe Acrobat, and XML or another electronic format as prescribed by the COR.

b. Mail Delivery

Originals and copies of all correspondence that require Government certification and signature, such as invoices for payment, shall be delivered to the Contracting Officer’s Representative (COR) at the below address:

TBD Technical Assistance Division Director  
 U.S. Department of Health and Human Services  
 330 C ST SW  
 Washington DC 20201

Electronic submission of all other deliverables shall be delivered via email to the COR at:  
 TBD

Copies of monthly status reports and invoices shall be submitted to the Contracting Officer at the following address:

[insert Contracting Officer contact]

All postage and fees related to submitting information including forms, reports, etc. to the Contracting Officer or COR shall be paid by the Contractor.

**Notice Regarding Late Delivery/Problem Notification Report**

The Contractor shall notify the COR as soon as it becomes apparent to the Contractor, that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The COR, will review the new schedule and provide guidance to the Contractor. Such notification in no way limits the Government's right to any and all rights and remedies up to and including termination.

**Scheduled of Deliverables**

Reference	Deliverable Summary	Quantity	Timeline
<b>1.0 Task Project Management</b>			
Subtask 1.1 Orientation Meeting	Orientation Meeting (in-person); Attended by Federal and Contract Staff	5	Within 15 business days of the contract award; annually
Subtask 1.2 Project Work Plan	Initial Project Work Plan	5 Electronic; as needed	Within 15 business days following the orientation meeting; annually; as needed
	Revised Project Work Plan	Electronic; as needed	Within five (5) days of the effective date
	Project Management Tool - Centralized tracking	1 Electronic	Within 45 days of the contract award; and ongoing (as determined by

Reference	Deliverable Summary	Quantity	Timeline
			the COR)
	On-demand report noting any issues and trends	Electronic; as needed	As requested by the COR
Subtask 1.3 Project Meeting	Meeting with COR and other designees as needed	12	Monthly
	Meeting Agendas	12 Electronic; as needed	Five days prior to each meeting; as needed
	Meeting Notes – Written summary of Discussion Points	12 Electronic; as needed	Within two (2) days following the each meeting
Subtask 1.4 Project Reporting	Monthly Report – Review of project activities and status of deliverables	12	Due by the 10 <sup>th</sup> day of every month following the contract award; annually
	Annual Report	1	15 days following the end of the contact year; annually
Subtask 1.5 Project Results	Progress indicators	13	Due 6 weeks following the contract award. Note: Project results may be incorporated into the monthly Project Reports with the exception of the annual project results report with is due 15 days following the end of the contract period.
<b>2.0 Task Monitoring Plan and Tool</b>			
Subtask 2.1 Onsite Monitoring System	Monitoring Process Guide includes all components of the monitoring system	Electronic; as needed	Within 45 days of contract award; and ongoing (as determined by the COR)
Subtasks 2.2 Data Collection Tool	Implementation of the Data Collection tool	Electronic; as needed	As requested and approved by the COR
	Refinement of the Data Collection Tool	Electronic; as needed	As requested and approved by the COR
Subtask 2.3 Differential Monitoring	Differential Monitoring Consultation	Meeting; as needed	As requested and approved by the COR
Subtask 2.4 ACF	Meeting with OCC and Data Partners	As needed	As requested and approved by the COR

<b>Reference</b>	<b>Deliverable Summary</b>	<b>Quantity</b>	<b>Timeline</b>
118 System Data	Monitoring tool with integration of CARS; current CCDF Plan activities	Electronic; as needed	As requested and approved by the COR
Subtask 2.5 State/Territory Process Guide	Process Guide for States/Territories	Electronic; as needed	2 months from the contract award; and ongoing (as determined by the COR)
Subtask 2.6 State/Territory Engagement	Engagement of CCDF Lead Agencies to assess effectiveness of monitoring approach	2 In-person Meetings	Dates to be determined by COR (meetings will occur during Base and Option Period 3)
<b>3.0 Task Office of Child Care Monitoring System (OCCMS)</b>			
Subtask 3.1OCCMS O&M and Enhancements	OCCMS O&M	Electronic; as needed	Ongoing and as determined by OCC and OCIO
Subtask 3.1.1- Requirement Analysis	Requirements analysis for OCCMS	Electronic; as needed	As requested by OCC and OCIO
Subtask 3.1.2- Enhancement Design and Development	Design and development of new activities for OCCMS	Electronic; as needed	As requested by OCC and OCIO
Subtask 3.1.3 Testing	Review and testing of new solutions for OCCMS	Electronic; as needed	As requested by OCC and OCIO
Subtask 3.1.4 - Acceptance Testing	User Acceptance Testing (UAT)	Electronic; as needed	As requested by OCC and OCIO
Subtask 3.1.5 - Implementation	Full implementation services end to end support	Electronic; as needed	As requested by OCC and OCIO
Subtask 3.1.6 Records Management	Records Management Plan	1	Within 6 weeks of a NARA approved records retention schedule
Subtask 3.2 Training, Technical Assistance and Reporting	OCCMS Training, Technical Assistance and Reporting	Electronic; as needed	As requested by OCC and OCIO
Subtask 3.3 OCCMS System Security	OCCMS Security	Electronic; as needed	Ongoing and as determined by OCC and OCIO

Reference	Deliverable Summary	Quantity	Timeline
<b>4.0 Task – Training and Technical Assistance: Development and Delivery of Training and Technical Assistance for OCC and States/Territories</b>			
Subtask 4.1 OCC Federal Staff Training	Initial training plan included in work plan	1 Electronic	Within 15 business days following the orientation meeting
	Revised training plan	Electronic; as needed	15 days prior to implementation as determined by the COR
	Draft training materials submitted to OCC for review and approval	Electronic	Three (3) weeks prior to the training session; as requested and approved by the COR
	Finale training materials	As needed	5 days prior to the scheduled training; as requested and approved by the COR
	Training delivered to Federal Staff	TBD; as needed	As requested and approved by the COR
Subtask 4.2 State/Territory Training	Initial training plan included in work plan	Electronic; as needed	Within 15 business days following the orientation meeting
	Draft training submitted to OCC for review and approval	Electronic; as needed	three (3) weeks prior to the training session; as requested and approved by the COR
	Finalize training and accompanying guides	Electronic; as needed	As requested and approved by the COR
	National OCC Monitoring Overview	1 Virtual Meeting	Annually; as approved by the CPR
	Training delivered to States/Territories	TBD	As requested and approved by the COR
Subtask 4.3 Technical Assistance – Monitoring System/Processes	Identification of TA needs	Electronic; as needed	As requested and approved by the COR
	TA delivered to designated audiences	TBD	As requested and approved by the COR
	Development of technical bulletins and/or resources	TBD	As requested and approved by the COR
	Technical bulletin/resources available for public use and dissemination	TBD	As requested and approved by the COR
Subtask 4.4 Public	Development of monitoring for	TBD	As requested and

Reference	Deliverable Summary	Quantity	Timeline
Website	public website		approved by the COR
<b>5.0 Task Monitoring Support: Development and Delivery of Monitoring Support</b>			
Subtask 5.1 Logistical Support	Logistical support to assist OCC with monitoring	As needed	As requested and approved by the COR
Subtask 5.1.1. Monitoring Liaisons	Support for regional and central offices	As needed	As requested and approved by the COR
Subtask 5.2 Programmatic Support	Programmatic support to support OCC with ongoing analysis of monitoring activities	As needed	As requested and approved by the COR
	Quarterly Reports Content to be determined	4 Electronic	Dec, March, June and September
	Annual Report - Content to be determined	1 Electronic	As requested and approved by the COR
<b>General</b>			
<b>Personnel and IT Security Requirements</b>			
Roster	Roster	1	Within 3 days of the effective date of this contract
Contractor Employee Non-Disclosure Agreement (NDA)	Contractor Employee Non-Disclosure Agreement (NDA)	As needed	Within 3 days of the effective date of this contract
Training Records	Copy of training records for all ACF mandatory training	As needed	Within 3 days of the effective date of this contract, and annually thereafter or upon request
Rules of Behavior	Signed HHS/ACF ROB for all employees	As needed	Initiation of contract and at least annually thereafter
Personnel Security Responsibilities (onboarding)	List of Personnel with defined roles and responsibilities	As needed	Within 3 days that is before an employee begins working on this contract.
Personnel Security Responsibilities (off-boarding)	Off-boarding documentation, equipment and badge when leaving contract (as needed)	As needed	Within 1 day an employee ends work on this contract, or at the end of the contract
Background Investigation Documentation	Onboarding documentation for PIV cards	As needed	Prior to performing any work on behalf of HHS.
Certification of Sanitization of Government and	Form or deliverables required by ACF.	Electronic; as needed	At contract expiration



Reference	Deliverable Summary	Quantity	Timeline
Government Activity-Related Files, Information, and Devices.			
Contract Initiation and Expiration	If the procurement involves a system or cloud service, collaborate with OCIO for additional documentation in collaboration with OCIO, such as Disposition/Decommission Plan will required	Electronic	At contract expiration
Privacy Threshold Analysis (PTA)/ Privacy Impact Assessment (PIA)	Assist in the completion of a PTA/PIA form as needed	As needed	As requested by ACF OCIO
Incident Response	Incident Report (as incidents or breaches occur)	As needed	As soon as possible and without reasonable delay and no later than 1 hour of discovery
Incident Response	Assist in the Incident and Breach Response Plan activities as needed	As needed	As requested by ACF OCIO
Security Assessment and Authorization (SA&A)	Collaborate with the OCIO for successful completion of the SA&A Package <ul style="list-style-type: none"> <li>• SSP</li> <li>• SAR</li> <li>• POA&amp;M</li> <li>• Authorization Letter</li> <li>• CP and CPT Report</li> <li>• E-Auth (if applicable)</li> <li>• PTA/PIA (if applicable)</li> <li>• Interconnection/Data Use Agreements (if applicable)</li> <li>• Authorization Letter</li> <li>• Configuration Management Plan (if applicable)</li> <li>• Configuration Baseline</li> </ul> Other ACF-specific documents	As needed	As requested by ACF OCIO
Reporting and Continuous Monitoring	Revise security documentation/agreements as needed	As needed	As requested by ACF OCIO

<b>Reference</b>	<b>Deliverable Summary</b>	<b>Quantity</b>	<b>Timeline</b>
Security Alerts, Advisories, and Directives	Provide a list of personnel with designated roles and responsibilities as needed	As needed	As requested by ACF OCIO
Incident Reporting	Provide <ul style="list-style-type: none"> <li>Incident Reports (as needed)</li> </ul> Incident Response Plan	As needed	Incident Response Plan provided in accordance with ATO schedule and yearly thereafter (Prior to production deployment or go live date)  Incident Report provided quarterly and upon request (Dec, March, June and September)
Other It Procurements (Non-Commercial and Open Source Computer Software Procurements)	Computer Software, including the source code	As needed	As requested by ACF OCIO

### DELIVERY REQUIREMENTS

Pickup and delivery of items under this contract shall be accomplished between the hours of 8:30 a.m. and 4:00 p.m.], Monday through Friday unless changed by mutual agreement between the COR and the contractor. No deliveries shall be made on Saturdays, Sundays, and days of government closure or Federal legal holidays found at: [http://www.opm.gov/operating\\_status\\_schedules](http://www.opm.gov/operating_status_schedules).

RESERVED.

### SECTION G - Contract Administration Data

#### CONFERENCE EXPENSES

Unless the Contracting Officer provides explicit written approval for conference expenses, conference expenses are not allowable under this contract. For purposes of this contract, conference and conference expense are defined in the HHS Policy on Promoting Efficient Spending, specifically Attachment 1, Use of Appropriated Funds for Conferences and Meeting Space dated January 23, 2015. The attachment also provides a list of typical HHS meetings and events that are not considered conferences at Exhibit 2. The policy and associated attachments are located at the following site:

<http://www.hhs.gov/grants/contracts/contract-policies-regulations/index.html>)

#### ADVANCE UNDERSTANDING

Other provisions of this contract notwithstanding, the Contractor is hereby authorized to incur the following costs, within the limits set forth without further authorization.

N/A

#### AUTHORITIES OF GOVERNMENT PERSONNEL

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

##### Contracting Officer

Name: To be determined (TBD)

Address:

Phone:

Email:

All communications pertaining to contractual and/or administrative matters under this contract shall be sent to:

##### Contract Specialist

Name: TBD

Address: 330 C Street SW 20201

Phone:

Email:

##### Contracting Officer's Representative

Name: TBD

Address:

Phone:

Email:

Note: The Contracting Officer is the only individual authorized to modify the contract.

#### CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY

(a) Performance of work under this contract must be subject to the technical direction of the Contracting Officer's Representative identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(b) Technical direction must be within the scope of the specification(s)/work statement.

The Contracting Officer's Representative does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
  - (2) Constitutes a change as defined in the clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
  - (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
  - (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
  - (6) Directs, supervises or otherwise controls the actions of the contractor's employees.
- (c) Technical direction may be oral or in writing. The Contracting Officer's Representative shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.
- (d) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Contracting Officers, Representative. If, in the opinion of the contractor, any direction of the Contracting Officers, Representative, or his/her designee, falls within the limitations in (b), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- (e) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

#### GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following items(s) of Government property to the Contractor for use in the performance of this contract. The property shall be used and maintained by the Contractor in accordance with the HHS Contractors' Guide for Control of Government Property (Appendix Q of the HHS Logistics Management Manual) found at <https://web.archive.org/web/20111015044731/http://www.hhs.gov/hhsmanuals/>. The Contractor shall be responsible and accountable for all government property; either furnished or acquired, and also is required to keep the Government's official records of Government property in their possession and control. The following item(s) of Government property are hereby furnished to the Contractor:

Item	Description	Quantity	Government Serial Number
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TBD

The Government will provide, as available, the necessary government network connectivity, work place, and on-site IT resources required to accomplish the task. Specific items will be identified and communicated to the Contractor during the award orientation meeting. In support of the contract, when ACF determines on a case by case basis that Contractor staff require HHS network connectivity, then ACF will provide ITIO issued laptops as GFE to the Contractor staff (whether on-site or off-site). ITIO issued laptops will be at no cost to the Contractor. The Contractor shall be responsible for providing office space, meeting space, network connectivity, equipment including computer equipment, and office supplies for Contractor staff when working off-site. Contractor shall comply with specified FAR, Contract and task order clauses pertaining to GFE and GFI.

#### Government Furnished Information (GFI)

The Government will provide the Contractor with access to appropriate information, as identified, requested, and agreed upon, that is available and necessary for the Contractor to perform the task requirements. The Contractor shall not transfer sensitive information from any Government system to the Contractor's systems. The Contractor shall not transfer any electronic system or data from the Contractor's systems to Government systems through the Government-provided laptops in accordance with Commitment to Protect Non-Public Information - Contractor Agreement. All Contractor personnel shall possess at least a HHS Level 1 (Public Trust) security clearance. Contractor personnel shall sign non-disclosure agreements.

All Government furnished information shall remain the property of the Government and shall be returned to the Government prior to the end of this task order. In addition, sharing of Government furnished information shall only be done after obtaining written approval from the Contracting Officer, in advance of sharing Government Furnished Information.

#### INVOICES - COMMERCIAL

##### (1) Invoice Submission

The Contractor shall submit invoices once per month.

A proper invoice, with all required back-up documentation shall be sent electronically, via email, to the COR mailbox:

Contracting Officer's Representative (COR): TBD

A proper invoice, not including non-invoice related documents (i.e. deliverables, reports, balance statements) shall be sent electronically, via email, to:

1. Contract Specialist via mailbox:
2. Financial Management Service (FMS) via mailbox:

The subject line of your email invoice submission shall contain the contract number, order number (if applicable), and the number of invoices. The Contractor shall send one email per contract per month. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files (PDF or TIFF or Word).

Invoices shall be submitted in accordance with the contract terms, i.e. payment schedule, progress payments, partial payments, deliverables, etc.

All calls concerning contract payment shall be directed to the COR.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

## (2) Invoice Elements

In accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, the Contractor shall submit an electronic invoice to the email addresses designated in the contract to receive invoices. A proper invoice must include the following items:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice.
  - (B) In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this order will be made by electronic funds

transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, the Program Support Center (PSC) requires:

- (i) the invoice to break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract
- (ii) the invoice to include the Dun & Bradstreet Number (DUNS) of the Contractor

### (3) Accelerated Payments

In accordance with OMB Memorandum, M-11-32, the PSC shall make payments to small businesses as soon as practicable, with the goal of making payments within 15 days of receipt of a proper invoice. If a small business contractor is not paid within this accelerated period, the contractor will not be given a late-payment interest penalty. Interest penalties, as prescribed by the Prompt Payment Act, remain unchanged.

Additionally, in accordance with OMB Memorandum, M-12-16 (and as extended by M-17-13), all prime contractors are encouraged to accelerate payments to their small business subcontractors under this contract. To assist prime contractors in accelerating payments to small business subcontractors, the PSC shall have a goal of paying all prime contractors within 15 days of receipt of a proper invoice. Contractors shall comply with FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (hereby incorporated by reference into the contract), and upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable. The acceleration of payments does not provide any new rights under the Prompt Payment Act.

## **SECTION H - Special Contract Requirements**

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

### KEY PERSONNEL

The key personnel subject to HHSAR Clause 352.237-75 are as follows:

<u>Name</u>	<u>Position Title</u>
<b><u>Title</u></b> <b>Project Director</b>	

**Lead Application Developer**  
**Lead Monitor**  
**Lead Research Associate**  
**Assistant Project Director/Manager (.5FTE)**

Therefore, pursuant to HHSAR clause 352.270-5, Key Personnel, these individuals will be considered 'Key Personnel'.

The Contractor shall ensure that all Contractor support personnel are onboard and ready to work, no later than 3 days after the contract award date.

All Contractor staff must be fully badged and cleared through ACF security before they may begin billable work on this contract. The Contractor shall submit a concise checklist within 2 business days' post awards to the government COR that contains background information necessary to begin the security process. The Contractor shall submit any additional required forms and documentation to the office or contact designated by the COR within 4 days of such request.

#### Key Personnel Substitution

The contractor shall not remove or replace any management, personnel, consultants, or subcontractors listed or described in the Contractor's Staffing Plan (see Task 6.0) without notifying and obtaining the written concurrence of the Contracting Officer (CO). The Contractor's notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s) in sufficient detail to permit evaluation of the impact on TO performance. Substitute qualifications shall be equal to, or greater than, the qualifications of the personnel being substituted. If the Government CO determines that the proposed substitute is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work.

All requests for approval of changes hereunder must be in writing, via email, and provide a detailed explanation of the circumstances necessitating the proposed change. Request for changes should be made when the need is identified. In addition to the resume, the request must also include:

- A comparison of skills and qualification of the proposed personnel substitution with those of the incumbent
- Number of hours the contractor will provide at his/her own expense to train the proposed replacement, and
- Any other information requested by the CO to reach a decision.

#### PROHIBITION AGAINST PERSONAL SERVICES



The Contractor shall not perform personal services under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor employee assignments and daily work direction. The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently governmental functions under this contract. No Contractor employee shall represent or give the appearance that he/she is a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

#### CONTRACTOR PERFORMANCE EVALUATION(S)

During the life of this contract, Contractor performance will be evaluated on an interim and final basis pursuant to FAR Subpart 42.15. The Contractor Performance Assessment Reporting System (CPARS) will be utilized for these reviews. Information on CPARS can be located at <http://www.cpars.gov>.

#### RESTRICTIONS ON CONTRACTOR ACCESS TO GOVERNMENT OR THIRD-PARTY INFORMATION

The purpose of this clause is to set forth the restrictions that will govern Contractor employees access to Government or third party information in order to protect the information from unauthorized use or disclosure.

A. Under this contract, the Contractor will have access to Contractor proprietary information and other nonpublic information.

B. Restrictions on use and disclosure of information.

(1) With regard to any information to which the Contractor is given access in performance of this contract, whether the information comes from the Government or from third parties, the Contractor shall:

- (i) Utilize the information only for the purposes of performing the services specified in this contract, and not for any other purposes;
- (ii) Safeguard information from unauthorized use and disclosure;
- (iii) Allow access to the information only to those employees who need it to perform services under this contract;

(iv) Preclude access and disclosure of information to persons and entities outside of the Contractor's organization that do not have authority to access the information;

(v) Inform employees, who may require access to information, about their obligations to utilize it only to perform the services specified in this contract and to safeguard that information from unauthorized use and disclosure; and

(vi) Ensure each employee complies with the restrictions set forth in (i), (ii), (iii), and (iv) above.

(2) Unless specifically permitted in writing by the Contracting Officer, the Contractor shall not use information acquired in performance of the contract, or generated by or for the Government to:

(i) Compete for work for the Government; or

(ii) Submit an unsolicited proposal to the Government.

(3) If the Contractor is exposed to information that is marked in a way that indicates the Contractor should not receive this information, the Contractor shall:

(i) Notify the Contracting Officer; and

(ii) Use the information only in accordance with the instructions of the Contracting Officer.

C. Breach of any of the conditions of this section of the contract may provide grounds for the Government to:

(i) Require the contractor to remove the contract employee or employees from the performance of the contract;

(ii) Require the contractor to terminate the subcontractor;

(iii) Suspend contractor payments;

(iv) Terminate this contract for default or cause;

(v) Suspend or debar the Contractor for serious misconduct affecting present responsibility; and;

(vi) Pursue such other remedies as may be permitted by law, regulation, or this contract.

D. Unauthorized disclosure or other misuse of information protected by the Privacy Act of 1974 may result in a fine up to \$5000 and /or other penalties. In addition, unauthorized disclosure or other misuse of information covered under the Federal Trade Secrets Act (18 USC 1905) may result in a fine, or imprisonment up to 1 year, or both.

E. The Contractor shall flow down this clause to subcontractors at all tiers.

#### POST AWARD ORGANIZATIONAL CONFLICT OF INTEREST

a. **General:** The Contractor shall have programs in place to identify, report, and mitigate actual and potential conflicts of interest for itself, its employees, subcontractors and consultants. The existence of such programs and the disclosure of known actual or potential conflicts are material performance requirements of this contract.

b. **Disclosure:** The Contractor shall report all actual and potential conflicts of interest pertaining to this contract to the Contracting Officer, including those that would be caused by a contemplated modification to this contract or another contract. Such reports shall be in writing (including by email). Upon request, the Contractor shall respond to a Contracting Officer's request for an OCI mitigation plan.

c. **Resolution:** In the event the Contracting Officer determines that a conflict of interest exists, based on disclosure from the Contractor or from other sources, the Contracting Officer shall take action which may include, but is not limited to, requesting a mitigation plan from the Contractor, terminating part or all of the contract, modifying the contract or obtaining a waiver in accordance with applicable law, including FAR 9.503 as applicable.

#### DEPARTMENT OF LABOR WAGE DETERMINATIONS

The below Department of Labor Wage Determinations are hereby incorporated into the contract:

*WD 2015-4282 Rev 14 dated 07.16.2019*

#### TASK ORDER/DELIVERY ORDER OMBUDSMAN

In accordance with FAR 16.505(b) and HHSAR 316.505, the following individual has been designated as the Program Support Center (PSC) task order and delivery order Ombudsman:

TBD  
PSC Ombudsman  
U.S. Department of Health and Human Services  
7700 Wisconsin Avenue, Mail Stop 10230B  
Bethesda, MD 20857  
Phone:  
Email:

## **SECTION I - Contract Clauses**

### **FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) AND HEALTH AND HUMAN SERVICES ACQUISITION REGULATION CONTRACT CLAUSES**

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> and <http://www.hhs.gov/hhsar/>

### **FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES**

#### **52.245-1 GOVERNMENT FURNISHED PROPERTY JAN 2017**

### **HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES**

- 352.203-70 ANTI-LOBBYING (DEC 2015)
- 352.208-70 PRINTING AND DUPLICATION (DEC 2015)
- 352.222-70 CONTRACTOR COOPERATION IN EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIONS (DEC 2015)
- 352.224-71 CONFIDENTIAL INFORMATION (DEC 2015)
- 352.231-70 SALARY LIMITATION (DEC 2015)
- 352.233-71 LITIGATION AND CLAIMS
- 352.237-71 CRIME CONTROL ACT OF 1990—REPORTING CHILD ABUSE (DEC 2015)
- 352.237-72 CRIME CONTROL ACT OF 1990—REQUIREMENT FOR BACKGROUND CHECKS (DEC 2015)
- 352.237-73 INDIAN CHILD PROTECTION AND FAMILY VIOLENCE ACT (DEC 2015)
- 352.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (DEC 2015)
- 352.237-75 KEY PERSONNEL DEC 2015

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

#### 52 .212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (DEVIATION)

Paragraph (r) of the clause is changed to read as follows:

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

#### HHSAR 352.239-74 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY (DECEMBER 2015)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are:

*Section 1194.31 Functional Performance Criteria*

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Health and Human Services Acquisition Regulations (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**SECTION J - List of Attachments**

Reference Number	Title	Number of Pages
J.1	WD 2015-4282 Rev 14 dated 07.16.2019	20

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