

**Memorandum of Agreement
(MOA) Between The
Department of Homeland Security
Office of the Chief Information Officer (OCIO), Enterprise
System Development Office (ESDO)
And
Privacy Office**

1. PARTIES

The Parties to this Memorandum of Agreement (referred to as “MOA” or this “Agreement”) are the Office of the Chief Information Officer (OCIO), Enterprise System Development Office (ESDO) and the Privacy Office (Customer) collectively referred to as the “Parties,” both of which are part of the United States Department of Homeland Security (DHS).

2. AUTHORITY

This Agreement is authorized under the provisions of Section 1535 of Title 31, United States Code (Economy Act) and the Homeland Security Act of 2002, codified in Title 6, US Code.

3. PURPOSE

The purpose of this Agreement is to set forth terms by which ESDO and the Customer will work together to manage the services required to support the delivery of the eFOIA Mobile Application in CGI within the ESDO WCMAaaS Service.

4. TERMS AND CONDITIONS

a. Scope

ESDO will provide the Privacy Office with hosting services for the eFOIA Mobile Application. This MOA covers hosting costs and standard O&M costs as outlined in Appendix A for the Period of Performance: July 4, 2015 – December 31, 2015.

b. ESDO Responsibilities: The Enterprise System Development Office will be responsible for the activities as outlined below:

- 1) Provide a staging and production infrastructure to host the eFOIA Mobile Application.
- 2) Provide the Parallel 6 GovReach platform for content management of the eFOIA

Mobile Application.

- 3) Authorization and Accreditation (A&A) of the system – for the infrastructure and platform. ESDO will leverage those security controls, already built into the WCMaaS environment and incorporate in the final security package.
- 4) Change requests for infrastructure support operating under ESDO Change Management process.
- 5) Incident management support, for the infrastructure layer and platform, during normal business hours.
- 6) Application authentication (AppAuth) for Enterprise Authentication Services.
- 7) Patch management of the servers and platform.
 - (a) Apply system patches on a regularly scheduled bases with distinct weekend hours between 9PM Saturday and 9AM Sunday for both production and non-production systems respectively. Notify Privacy with detailed description of patching and affected environments at least 4 days prior to patching in order to allow response time for disapproval. If no disapproval is received, implement patches during the scheduled hours and notify Privacy via email of patching completion no later than Monday morning.
- 8) Management of the cloud services contract, ESDO IaaS management processes, DHS governance processes and structures related to contract administration and management activities.
- 9) Ensure adherence to DHS standard IT processes, monitor compliance, drive continuous service improvement, and coordinate service operations.
- 10) Ensure that cross-functional service integration and delivery touch-points are aligned with both Government and other Service Providers so that seamless service delivery and management occurs.
- 11) Routine Scanning of the eFOIA Mobile Application with the DHS Carwash, and providing results to the Privacy Office.
- 12) Support the Privacy Office in monitoring of service delivery. Such monitoring will include but not necessarily be limited to process quality assurance, escalating and resolving issues (inclusive of cross-functional/service providers), monitoring production control, and integrating actions, communications and exchanges of service supporting data activities across service providers to ensure customer support requirements are met.
- 13) Basic updates to the eFOIA Mobile Application.

c. Customer Responsibilities: The Privacy Office will be responsible for the activities as outlined below:

- 1) Content management of the eFOIA Mobile Application.
- 2) Authorization and Accreditation (A&A) of the eFOIA Mobile Application.
- 3) Provide timely decisions on requirements definition and approvals in order to keep

schedules and costs within the agreed upon scope of the project. NOTE: The Customer understands delays in requirements approval will impact cost, schedule or scope of the project.

- 4) Coordinate any changes in Infrastructure or Platform with ESDO for impact to cost and configuration item.
- d. Funding: This Agreement does not execute the transfer of funds or any other financial obligations between the Parties. No provision of this Agreement shall be interpreted to require commitment, obligation, or expenditure funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341. This Agreement is subject to the availability of funds and appropriate transfer of funds.

Performance of the work activities articulated in this Agreement will require access to pre-decisional budget information and potentially to procurement sensitive information. All contract staff working on the project in this agreement have appropriate non-disclosure agreements (NDAs) with the Department of Homeland Security. The disclosure of project information, technical specifications, and use of the information to gain competitive advantage on subsequent DHS procurements is prohibited.

The projected full cost breakdown for the service is located in Appendix A of this Agreement. Once signed, the Parties will incorporate this MOA into an Intra-Agency Agreement to transfer funds from the Customer to EDSO.

- e. Fees and Payments: By signing this Agreement, the Customer is aware that this Agreement funding only covers the agreed upon scope and period of performance of this Agreement. The customer agrees that if funding is not provided for the next period of performance the service provided in this Agreement will terminate. The Customer is required to provide full funding to maintain or expand the services within this Agreement no later than 60 days prior to the end of this Agreement's period of performance. Fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable, and the number of user subscriptions purchased cannot be decreased during the period of performance stated in this document without incurring additional costs.
- f. Deliverables and Milestones: ESDO will govern and produce the deliverables required in accordance with the ESDO SELC process, which is aligned with the DHS SELC process.

5. OTHER PROVISIONS:

- a. Amendments: The Parties may propose amendments to this Agreement as needed, including changes to the Annex(es). The proposed amendments shall be in writing and forwarded to the other party for consideration. Amendments to this Agreement shall become effective by mutual written consent of both Parties. Amendments

and/or modifications must be fully agreed to by both Parties no later than 60 days prior to the end of this Agreement's Period of Performance and funds for any amendment or modification must be delivered no later than 45 days prior to the end of this Agreement's Period of Performance.

- b. Review: The Parties agree that this Agreement will be reviewed annually at a minimum to evaluate its effectiveness and make any necessary changes. Any modifications to this Agreement shall be in accordance with Section 5(a).
- c. Effective Date: This Agreement is effective upon the signature of both Parties and will cover the Period of Performance (PoP) from July 4, 2015 – December 31, 2015, but the actual provision of services set forth in this Agreement are subject to full funding and the transfer of such funding by the Customer in the agreed amount.
- d. Period of Agreement/Termination: This Agreement will remain in effect during the agreed to POP by both parties and may be extended for Three additional periods in One Year increments by an amendment or modification to the Agreement or Annex in accordance with the requirements of Section 5(a).
- e. Severability: Nothing in this Agreement or any Appendix shall be construed to conflict with current law, regulation, or directive of the U.S. Department of Homeland Security. If a term of this Agreement is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency; however, the remainder of that term and all other terms of this Agreement or any Annex shall remain in effect.
- f. Rights and Benefits: Nothing in this Agreement is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by any Party or any other person against the United States, its agencies, or officers, State agencies or officers carrying out programs authorized under Federal law.
- g. Disagreements: Should disagreement arise in the interpretation of the provisions of this MOA, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within thirty days, the Parties shall forward the written presentation of the disagreement to respective higher level officials for appropriate resolution.
- h. Points of Contact: The liaisons for this Agreement are as follows:

ESDO (Financial Management)

Monique Forbis

(b) (6)

(b) (6)
(b) (6)

Privacy Office FOIA (Business Owner)

Michael Norman

Office: (b) (6)

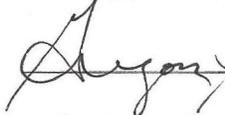
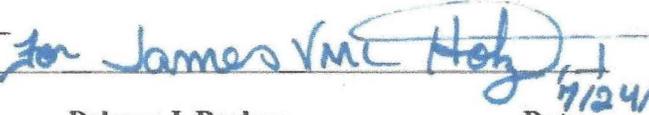
ESDO Product Owner

Doug Hansen

Office: (b) (6)

- i. Appendices: Specific to this project and MOA Period of Performance, please refer to the appendices for the following:
 - i. Appendix A – Estimated total development/O&M and services costs covered under this MOA.
 - ii. Appendix B – Infrastructure Requirements and Architecture.

Approved by:

	
Greg Capella	Delores J. Barber
Executive Director (Acting)	Deputy Chief FOIA Officer
Enterprise System Development Office	Privacy Office
Date	Date
July 27, 15	7/24/15

Appendix A: Cost Table for this MOA

The developed Budget Cost Estimate (BCE) for the eFOIA Mobile App is \$15,430.96 for this 6 month POP.

eFOIA Mobile Cost Estimate		
Service Type	Mobile Platform	Service Description
Production Mobile App (Android/iOS)	\$26,836.44	Mobile Production/Staging Platform Environment
Engineering and Service Management Support	\$ 4,025.47	Database support, service delivery, security, and O&M support
Annual Total	\$ 30,861.91	

Assumptions:

- Staging and Production environments consisting of Two(2) XLarge VMs
- Mobile Platform annual license cost
- ESDO will support service provisioning, change management, security and database platform support

Cost Table for Option Period 2

Procurement Description	6 Months (July 4, 2015 - December 31, 2015)
Production Mobile App Platform and hosting	\$15,430.96

*Cloud Support Fees constitute the cost of overseeing the vendors, performing contract management, financial management, overseeing cloud security and cloud architecture, and monitoring of Service Providers via SLOs

