



Audit of the Office of Justice Programs'
Procurement Awarded to ICF Incorporated, LLC to
Support the Office for Victims of Crime Training
and Technical Assistance Center



AUDIT DIVISION

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EXECUTIVE SUMMARY

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Objectives

The Department of Justice Office of the Inspector General audited the Office of Justice Programs' (OJP) procurement awarded to ICF Incorporated, LLC (ICF) to support the Office for Victims of Crime Training and Technical Assistance Center. The objectives of this audit were to assess: (1) OJP's oversight of the ICF procurement; (2) ICF's compliance with the terms and conditions of the procurement, as well as applicable laws and regulations; and (3) ICF's performance on the procurement, including financial management, monitoring, reporting, and progress toward meeting the contract tasks.

Results in Brief

While we did not identify significant concerns related to ICF's compliance with or performance under the task order, we determined that OJP could have provided better oversight and administration of the procurement. We found, for example, that OJP did not have a quality assurance surveillance plan (QASP) in place until the final month of the 5-year procurement, limiting the assurance that consistent monitoring occurred throughout the procurement. In addition, acquisition planning was not timely or supported by adequate justifications, potentially resulting in the government not receiving the best value available. We also found that OJP did not obtain key documents for invoice review, which increases the risk that invoices contain unallowable transactions. Finally, while we did not identify significant concerns related to ICF's performance, ICF did not timely submit some of its required reports.

Recommendations

Our report contains six recommendations to assist OJP in improving its acquisition planning, administration, and oversight practices.

Audit Results

Leveraging one of General Service Administration's government-wide contracts, in September 2016, OJP competitively awarded a task order to ICF to support the Office for Victims of Crime Training and Technical Assistance Center. Specifically, ICF was tasked to develop, enhance, and sustain quality services for crime victims through the delivery of cutting-edge training and technical assistance to victim service providers, volunteers, allied professionals, and advocates, as well as strengthen and expand the capacity of service organizations to meet the needs of crime victims. The original task order and modifications, totaling \$42,129,472, was awarded with a base year and four 1-year option periods ending September 2021. OJP extended the services for 6 months, totaling \$3,156,567, and in March 2022, awarded a short-term sole-source contract, totaling \$6,497,628, which extended the period of performance to March 2023.

Oversight and Administration of the Procurement

We identified concerns related to OJP's oversight and administration of the ICF procurement. Specifically, we determined that OJP did not create a QASP in conjunction with the statement of work, as required by the Federal Acquisition Regulation, and did not have a finalized QASP until the final month of the original task order. The lack of a timely QASP undermines OJP's responsibility to ensure that the contractor is appropriately delivering the contracted services.

We found that OJP pursued a modification to the task order award for ICF to develop and maintain an Elder Fraud Hotline. This hotline is the only task that requires ICF to provide services directly to victims, which raised the question of whether the task should have been awarded through a competitive process rather than a modification. Ultimately, since OJP subsequently awarded a separate, competitive procurement for the services covered by the modification, the OIG did not reach a final conclusion on

whether issuing a modification under this procurement was appropriate and in the best interests of the government.

Further, we found that OJP's inattention to acquisition lead times contributed to OJP issuing a short-term, sole-source award to ICF, which potentially resulted in the government not receiving the best value available. Finally, we found that OJP did not properly review contractor invoices to ensure adequate supporting documentation was obtained.

Contractor Billing

We reviewed \$1.7 million in labor costs and \$1.6 million in other direct costs. Based on our review of the invoices and supporting documents, we concluded most were supported. However, we identified \$4,176 in questioned other direct costs related to unsupported travel and consultant labor costs.

ICF Performance Under the Task Order

We found that ICF provided the services and generally complied with the task order terms and deliverables stated in the statement of work. However, we found that ICF did not provide the annual, quarterly, and training and technical assistance reports timely to OJP, as required by the timeline outlined in the statement of work.

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Introduction

According to its website, the Office of Justice Programs (OJP) is a federal agency that provides leadership, grants, training, technical assistance, and other resources to improve the nation's capacity to prevent and reduce crime, assist victims, and enhance the rule of law by strengthening the criminal and juvenile justice systems. OJP has six program offices: Bureau of Justice Assistance; Bureau of Justice Statistics; National Institute of Justice; Office of Juvenile Justice and Delinquency Prevention; Office for Victims of Crime (OVC); and Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. These program offices support state and local crime-fighting efforts, fund thousands of victim service programs, help communities manage sex offenders, address the needs of youth in the system and children in danger, and provide vital research and data. The OVC, one of the six program offices at OJP, seeks to improve the knowledge, skills, and abilities of professionals working with crime victims.¹ According to OVC's website, the OVC is committed to enhancing the nation's capacity to assist crime victims and to providing leadership in changing attitudes, policies, and practices to promote justice and healing for all victims of crime.

One of the OVC's efforts includes the OVC Training and Technical Assistance Center (TTAC). The strategic goal of the OVC TTAC is to develop, enhance, and sustain quality services to crime victims through the delivery of cutting-edge training and technical assistance to victim service providers, volunteers, allied professionals, and advocates, as well as strengthen and expand the capacity of service organizations to meet the needs of crime victims. The purpose of the OVC TTAC is to provide cost-effective training and short-term technical assistance to victim assistance programs and other agencies that provide services to crime victims. Furthermore, the OVC TTAC is intended to build and sustain capacity of the crime victims' services field, reach underserved victim populations, assist survivors more effectively, and provide increasingly complex services.

OJP's Office of Administration is responsible for overseeing the administrative management services for OJP, including contracting and procurement. The Acquisition Management Division (AMD) of the Office of Administration supports all phases of the acquisition process—from acquisition planning to post-award services—for a variety of goods and services used in daily operations.

Contractor

ICF Incorporated, LLC (ICF), is a global consulting services company with over 7,000 specialized experts, such as business analysts and policy specialists. ICF has government clients that include federal, state, and local government agencies, and governments outside the United States. ICF has been providing training and technical assistance services in support of OJP for more than 25 years. The technical proposal stated that ICF has been the prime contractor for the OVC TTAC since 2002, where they have worked in close

¹ According to its website, OVC was established in 1988 through an amendment to the Victims of Crime Act (VOCA) of 1984, 34 U.S.C. § 20111. VOCA authorizes the OVC Director to administer funds for crime victim services from deposits made into the Crime Victims Fund (the Fund). Through OVC, the Fund supports a broad array of programs and services that focus on helping victims in the immediate aftermath of crime and continuing to support them as they rebuild their lives.

partnership with OVC to build capacity, increase effectiveness, and strengthen sustainability of the organizations and professionals serving victims of crime.

OVC TTAC Procurements

Through the General Service Administration (GSA) Federal Supply Schedule, OJP awarded a Time and Materials task order to ICF to accomplish the OVC TTAC objectives.² As shown in Table 1, the task order included a base year with four 1-year option periods, totaling about \$42 million. After the last option year was exercised, a modification was issued to extend the period of performance for 6 months and add about \$3 million. Additionally, while OJP has issued a Request for Information for the next procurement to continue the operations of the OVC TTAC, a 6-month sole-source contract, or bridge contract, with two

² The GSA Federal Supply Schedule is a long-term government-wide contract with commercial companies that provide access to millions of commercial products and services to the government at fair and reasonable prices. Before awarding a GSA Schedule contract, GSA contracting officers determine that the cost of products and hourly rates for services offered are fair and reasonable. Since GSA has already determined that prices under GSA Schedule contracts are fair and reasonable, contracting agencies do not need to make a separate determination or obtain cost or pricing data. OJP's Task Order DJO-OVC-16-G-0250 was awarded under GSA Federal Supply Schedule Contract Number GS-00F-010CA.

additional 3-month options, was awarded to ICF.³ According to OJP, this was done to maintain continuity of vital mission-essential services to support the OVC TTAC.

Table 1
Summary of OVC Procurements Awarded to ICF

Award Number	Award Period Start Date	Award Period End Date	Award Amount
Base Period	09/30/2016	09/29/2017	\$7,485,124
Option Year 1	09/30/2017	09/29/2018	\$7,634,329
Option Year 2	09/30/2018	09/29/2019	\$7,534,962
Option Year 3	09/30/2019	09/29/2020	\$11,041,329 ^a
Option Year 4	09/30/2020	09/29/2021	\$8,433,728
Subtotal			\$42,129,472^b
Option Year 4 Modification	09/30/2021	03/29/2022	\$3,156,567
Bridge Contract	03/30/2022	3/29/2023	\$6,497,628
Total			\$51,783,667

^a The award amount for Option Year 3 increased due to the modification of the contract, which added funding for an Elder Fraud Hotline. This modification will be discussed in more detail later in this report.

^b The sum of individual numbers prior to rounding may differ from the sum of the total rounded.

Source: OVC TTAC task order

According to the statement of work, ICF would provide all personnel, facilities, equipment, tools, materials, supervision, and other items necessary to perform the following tasks:

1. Deliver training and technical assistance;
2. Provide training to achieve specific learning objectives for practitioners, volunteers, administrators, and policy makers serving crime victims;
3. Develop and adapt training and technical assistance materials;
4. Maintain and enhance the OVC Training and Technical Assistance Management Information System;

³ When a contract is set to expire and there is a continuing need for services, but the follow-on contract is not ready to be awarded, the government can extend the existing contract or award a short-term sole-source contract to an incumbent contractor—referred to as a bridge contract—to ensure there is no gap in services caused by a delay in awarding a follow-on contract.

5. Support for and maintenance of the Database of Victims' Rights Laws;
6. Assess and evaluate training and technical assistance;
7. Support education, marketing, and outreach;
8. Support training and technical assistance for OVC's anti-human trafficking initiatives;
9. Support OVC's efforts and emergency crisis response for major incidents of violence or terrorism;
10. Support the Vision 21: Transforming Victim Services National Training Conference;
11. Provide peer review services;
12. Support new OVC initiatives and services; and
13. Establish and administer services through an Elder Financial Fraud Reporting Hotline (added through a task order modification).

OIG Audit Approach

The objectives of this audit were to assess: (1) OJP's oversight of the ICF procurement; (2) ICF's compliance with the terms and conditions of the procurement, as well as applicable laws and regulations; and (3) ICF performance on the procurement, including financial management, monitoring, reporting, and progress toward meeting the statement of work tasks.

To accomplish our objectives, we reviewed OJP and ICF compliance with the Federal Acquisition Regulation (FAR), as well as policies and procedures related to the ICF procurement. We also interviewed OJP, OVC, and ICF personnel associated with the administration and oversight of the procurement and the OVC TTAC. Furthermore, we reviewed the source documentation and sampled contractor invoices. Additional information about our approach to this audit can be found in Appendix 1.

Audit Results

Our audit did not identify significant concerns related to ICF's performance under the terms and conditions of the task order. However, we determined that OJP contracting officials could have provided better oversight and administration of the ICF procurement. Specifically, OJP did not have a finalized quality assurance surveillance plan (QASP) in place until the final month of the 5-year procurement, limiting the assurance that the Contracting Officer's Representative (COR) provided consistent monitoring throughout the task order. We found that OJP did not properly review contractor invoices to ensure adequate supporting documentation was obtained. We also found that acquisition planning was not timely or supported by adequate justifications, potentially resulting in the government not receiving the best value available. In addition to the contract administration issues, we identified \$4,176 in unsupported consultant labor costs and travel costs. Furthermore, ICF did not timely submit the required annual, quarterly, and training and technical reports we reviewed, as required in accordance with the timeline outlined in the statement of work, though OJP reported meeting on a weekly basis with the contractor to discuss performance.

OJP's Administration and Oversight of the Task Order

We reviewed OJP's acquisition documents and found that the acquisition plan included all required information, and OJP performed adequate market research for the initial task order, properly described its needs in the solicitation and the acquisition plan, and properly documented the evaluation procedures and source selection. We also reviewed the price and technical analysis and found it to be adequately supported. The service task order was awarded using the GSA Federal Supply Schedule. An award using the GSA Federal Supply Schedule requires that GSA established fair and reasonable prices for the labor rates in the GSA contract. Additionally, we determined OJP included proper clauses related to whistleblower protections and ensured whistleblower protections were properly communicated to contractor employees. Furthermore, we confirmed that the COR attends weekly and monthly meetings with ICF, verifies trainings held, submits yearly contractor performance assessment reports, and evaluates interactions with requestors and materials.⁴ However, we identified concerns relating to the timely completion of a QASP, a modification adding the Elder Fraud Hotline, acquisition planning for the continuation of the OVC TTAC contract, and ensuring that invoices are adequately supported.

Quality Assurance Surveillance Plan

FAR Subpart 46.401 states that a QASP should be prepared in conjunction with the statement of work. The plan should specify all work requiring surveillance and the method of surveillance. However, OJP officials stated that a QASP was not created in conjunction with the execution of the statement of work in 2016 and that they did not have a finalized QASP until September 2021, the final month of the original task order. We reviewed the OVC TTAC QASP, which included the roles and responsibilities of the Contracting Officer and the COR. The QASP also outlined surveillance methods used by OJP, such as random monitoring of services, inspection of the contractor's monthly report prior to approving invoices, periodic inspection, and monitoring customer feedback through surveys or investigating customer complaints by the COR. Additionally, the QASP outlined how the contractor's performance would be evaluated, including reviews with the COR and contracting officer and the contractor performance assessment reports. While we did not

⁴ Pursuant to the FAR Subpart 1.604, a COR assists in the technical monitoring or administration of a contract.

find any deficiencies with the content of the QASP, the timing of its completion provides limited assurance that the COR provided consistent monitoring throughout the award period. We found that OJP's current acquisition policies do not include any guidance on the timing or requirement of creating a QASP. In our judgment, the lack of a timely QASP undermines OJP's responsibility to ensure that the contractor is appropriately delivering the contracted services. Therefore, we recommend OJP develop procedures to ensure timely QASPs that are created in accordance with the FAR.

Modification Adding Elder Fraud Hotline

According to OJP, addressing Elder Fraud became a priority of the OVC Acting Director. The OVC Acting Director sought to create an Elder Fraud Hotline, and in response, OVC officials provided three possible solutions to fulfill this priority: (1) awarding a new contract, (2) utilizing the existing ICF award, or (3) issuing a competitive solicitation for a cooperative agreement.⁵ After considering the options, OVC made the decision to modify the existing ICF award, which allowed OVC to proceed without the added time of a formal bid process. In September 2019, OJP issued Modification 8 for the Elder Fraud Reporting Hotline Services (Elder Fraud Hotline), which increased the award by approximately \$6.2 million for Option Years 3 and 4, or about \$3.1 million per year.⁶ The modification required ICF to develop, staff, and implement a hotline assistance network that provided services to older Americans who may be victims of financial fraud.

OJP stated that a limited source justification was prepared and publicly posted, which OJP described as a good faith effort to notify industry of the additional work contained in the prospective modification. We found that this posting did not specifically describe the Elder Fraud Hotline that was pursued through this modification. Although OJP's evaluation of the costs compared the labor rates to the GSA schedule, OJP's evaluation of the costs did not include other direct costs, which represented around 49 percent of the total cost of the contract modification. Therefore, by issuing this modification rather than issuing a separate solicitation, OJP did not fully comparatively evaluate whether the amount awarded to ICF was fair and reasonable at almost \$6.2 million. In September 2022, after conducting a competitive procurement process, OJP awarded a separate procurement to ICF to operate the Elder Fraud Hotline.⁷ The award included a base year plus four option years totaling about \$10.5 million, or about \$2 million per year.⁸

As detailed above, the purpose of the ICF award was to undertake the OVC TTAC, which provides cost-effective training and short-term technical assistance to victim assistance programs and other entities that provide services to crime victims. The original task order detailed the support services needed to maintain, continue, and enhance the operation of OVC TTAC, including the maintenance and expansion of the MyTTAC

⁵ A cooperative agreement is a legal instrument that is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the Federal Government's direct benefit or use.

⁶ Modification 8 increased the contract by \$3,119,282 and \$3,063,218 for Option Years 3 and 4, respectively.

⁷ According to OJP, the request for quotation (RFQ) was issued publicly on July 16, 2022, and one quote was received in response to the RFQ, which was determined to be responsive to the solicitation. The single quote was received from ICF.

⁸ The new Elder Fraud Hotline procurement contract included requirement changes and a reduced level-of-effort compared to the statement of work for Modification 8, which may have contributed to reducing the price of the contract.

database, with an increased focus on the provision of cost-effective training and technical assistance to service providers, crime victims, and allied professionals and volunteers who support crime victim advocacy programs.

In February 2022, we discussed this contract modification with OJP. According to OJP officials, the AMD believed that the contract modification was within the scope and intent of the original task order. Specifically, OJP stated that “the statement of work provides that there is an increased focus on the provision of cost-effective training and technical assistance to service providers, crime victims, and allied professionals and volunteers who support crime victim advocacy programs,” which, according to OJP, infers that the contract could also include direct services for victims of crime. OJP also stated that Task 12 of the original task order, “Support New OVC Initiatives and Services,” clearly signaled to interested contractors that the scope of the contract was not confined to the original tasks listed. Task 12, “Support New OVC Initiatives and Services,” allows for ICF to “provide assistance to address a specific need or emerging issue that could take any form not specifically included in the tasks described above.” Task 12 further states that this additional assistance will be “consistent with the scope of work of this task order.” Additionally, OJP told us that the Elder Fraud Hotline relates to or expands upon other tasks in the contract but does not change the type of work already performed on the contract. Specifically, OJP stated that: “Task 1 supports elder abuse services; Task 4 supports a call center function, and aid with material development, conference/meeting planning, and professional development; and Task 8 supports other mission goals through data and analytics in the form of assessments, modeling, trend analysis, strategic planning, evaluation and quality improvement, and community collaboration.”

Although we acknowledge under other tasks of this contract ICF may have ancillary interactions with victims of crime, only Task 13 added through this modification, specifically calls for ICF to provide a service directly to victims. This raises questions as to whether the contract modification for the development and operation of an Elder Fraud Hotline to directly serve victims was enacted in the best interests of the government and was appropriate within the statement of work. As explained above, in September 2022, through a competitive solicitation process OJP awarded a separate contract to ICF, specific to an Elder Fraud Hotline. Due to this action, for the purposes of this audit, the OIG did not reach a final conclusion on the permissibility of the modification.

Acquisition Planning

FAR Part 7 states that agencies shall perform acquisition planning to ensure that the government meets its needs in the most effective, economical, and timely manner. An acquisition plan must address all the technical, business, management, and other significant considerations that will control the acquisition. To this end, prior to entering into any significant acquisition, an agency must undergo an acquisition planning process to review and establish how an acquisition team, comprised of contracting officials and requesting program office customers, will work together to procure a timely and fairly priced award that adequately provides the services required. FAR Subpart 7.105, *Contents of Written Acquisition Plan*, states that a written acquisition plan must identify the milestone dates at which decisions should be made.

As shown previously in Table 1, OJP issued a modification in Option Year 4 to extend the period of performance for 6 months and then, to ensure services would continue without interruption, awarded a short-term sole-source bridge contract that extended the period of performance to September 2022, with the option to extend another 6 months. FAR Subpart 7.104 (a) specifies that acquisition planning should

begin as soon as an agency identifies a particular need, preferably well in advance of the year in which contract award or order placement is necessary. OJP's Standard Operating Acquisition Procedure 2013-00 provides a procurement acquisition lead times guidance, which states that for a GSA service type contract over \$1 million there is a goal to complete an acquisition within 120 days from receipt of the complete procurement package. Therefore, in order to submit the complete procurement package to meet this goal, the acquisition planning process would be required to start even earlier.

We discussed the 6-month extension and bridge contract with OJP officials, who stated that the current OVC Director joined the organization in July 2021. These OJP officials said that the modification was issued to extend the period of performance in order to provide the new OVC Director an opportunity to get acclimated with the various programs within OVC and provide strategic direction on the path forward for OVC's training and technical assistance requirements. However, in accordance with the FAR and OJP guidance, OJP AMD should have drafted an acquisition plan and completed many acquisition planning milestones well before the new OVC Director was hired, which occurred about 2 months before the contract was set to expire.⁹ Figure 1 details the timeline of when the OVC Director was hired and the overlap with the acquisition process.

Figure 1



Source: OJP

OJP's inattention to acquisition lead times contributed to the need to award a bridge contract to ensure services would continue uninterrupted and provide the new OVC Director adequate time to make decisions about the program. According to a 2015 Government Accountability Office (GAO) report, while bridge contracts can be a necessary and appropriate tool, their use has also been associated with negative effects, such as higher contract prices.¹⁰ This approach is indicative of OJP's lack of adequate acquisition planning for the continuation of the OVC TTAC program.

⁹ Based on the previous acquisition plan, 2 months prior to the issuance of a new contract, OJP would have already completed milestones such as market research, completing the acquisition package that included the statement of work, issuing a request for information, and drafting the solicitation.

¹⁰ U.S. Government Accountability Office (GAO), [Sole Source Contracting: Defining and Tracking Bridge Contracts Would Help Agencies Manage Their Use](#), GAO-16-15 (October 2015).

Additionally, OJP's sole-source justification stated that the bridge contract was issued in accordance with FAR Subpart 8.405-6 in the interest of economy and efficiency because it was a logical follow-on to a task order already issued under ICF's GSA schedule contract. Furthermore, OJP stated that the agency was engaged in acquisition planning but could not complete the process until important decisions about the direction of the program were made. Therefore, OJP determined that it was better to continue with the status quo until future requirements were established. OJP further stated that the agency underestimated the time between the arrival of the new OVC Director and making key decisions following the OVC Director's arrival. However, based on OJP's Standard Operating Acquisition Planning, if OJP was to have a new contract issued prior to the September 2021 completion of the original contract, OJP needed to complete some acquisition planning prior to the new OVC Director being appointed. In our judgment, the bridge contract was awarded as a result of delayed acquisition planning, which is not an acceptable justification for a sole-source award. FAR Subpart 8.405-6 does not allow contracting without providing for full and open competition simply because an awarding agency did not properly plan in advance.¹¹

Ultimately, due to inattentive acquisition planning for the continuation of the OVC TTAC program, OJP was not timely in awarding the follow-on award, which resulted in a short-term sole-source award to ICF and the government potentially not receiving the best value available. Therefore, we recommend OJP implement controls to ensure that future acquisition processes adhere to the recommended acquisition lead times outlined in OJP's guidance and specifically document the circumstances that impact their ability to meet those recommended lead times.

OJP Invoice Oversight

FAR Subpart 1.602-2 states that contracting officers are responsible for ensuring performance of all necessary actions for effective contracting. Furthermore, the contracting officers can designate and authorize a COR in writing to perform specific oversight duties on all contracts unless the contracting officer retains and executes the COR duties. According to the COR delegation letter, the COR should review the invoices to make sure charges are commensurate with observed performance in accordance with contract terms and should question or concur with direct charges such as labor, material, and travel. The COR stated that the task order rates are compared to the invoice and receipts. The Contract Specialist stated that they verify that the Federal Travel Regulations were followed, verify that all invoices have receipts, perform a math check on the invoice total, and recalculate costs to ensure ICF is not exceeding the task order rates and estimated amount. The Contract Specialist stated that the COR primarily confirms that invoiced services occurred. The Contract Specialist provided an invoice review spreadsheet that documents the invoice costs (labor and other direct costs), the comparison of the expended amounts year-to-date to the task order rates, and a checklist of tasks performed. The Contracting Officer relies on the COR and the

¹¹ According to FAR Subpart 8.405-6, the only circumstances justifying limiting the source are:

- (A) an urgent and compelling need exists, and following the procedures would result in unacceptable delays;
- (B) Only one source is capable of providing the supplies or services required at the level of quality required because the supplies or services are unique or highly specialized; or
- (C) In the interest of economy and efficiency, the new work is a logical follow-on to an original Federal Supply Schedule order provided that the original order was placed in accordance with the applicable Federal Supply Schedule ordering procedures. The original order or [Blanket Purchase Agreement] must not have been previously issued under sole-source or limited sources procedures.

Contract Specialist review of the invoice and supporting documents and to determine that transactions are acceptable, and payment can be made. See Figure 2 for all the tasks the Contract Specialist asserted were performed.

Figure 2

Contract Specialist’s Invoice Review Checklist

Labor Checklist:	Other Direct Cost Checklist:
<ul style="list-style-type: none"> <input type="checkbox"/> Verified labor rates against Base Year schedule <input type="checkbox"/> Verified labor amounts did not exceed expected values for period stated in the task order <input type="checkbox"/> Verified consultant labor charges against individual invoices <input type="checkbox"/> Individual does not change rate/category within a billing period <input type="checkbox"/> Verified consultant/subcontractor total costs did not exceed total award value 	<ul style="list-style-type: none"> <input type="checkbox"/> Verified hotel and per diem match allowable amount per the Federal Travel Regulations <input type="checkbox"/> Verified unallowable travel costs have been removed <input type="checkbox"/> Verified travel total matches provided receipts <input type="checkbox"/> Verified material total matches provided receipts <input type="checkbox"/> Verified reproduction total matches provided receipts <input type="checkbox"/> Verified communications total matches provided receipts

Source: OJP

Furthermore, FAR Subpart 1.602-2 states that the COR shall be certified and maintain certification in accordance with the current Office of Management and Budget memorandum on the Federal Acquisition Certification for CORs guidance.¹² The COR has taken the required training to facilitate managing the procurement and meets the core requirements to perform COR functions, as required by FAR. However, the Contract Specialist, who is also performing the invoice review, does not have a delegation letter authorizing the Contract Specialist to perform the COR functions. We determined that the COR is not performing the duties in accordance with the COR delegation letter and is relying on the Contract Specialist for an in-depth review of the invoice. Further, we found that even though the checklist indicates that the

¹² The Federal Acquisition Certification for CORs program is for acquisition professionals in the Federal Government performing contract management activities and functions. The purpose of this program is to establish training and experience requirements for those acquisition professionals. The program contains three levels of certification that allow for appropriate training and experience for CORs managing a range of various contracts from simple to complex acquisitions.

Contract Specialist is to verify the completeness of the invoice, there were key documents not submitted with some of the invoices we reviewed. Specifically, we identified:

- travel costs that were submitted without the required receipts or other supporting documentation, which is discussed in further detail in the next section of this report;
- the consultant labor costs were not verified to the consultant contract, which details the number of hours expected for their services;
- consultant labor costs were submitted without documentation detailing the work performed, which is discussed more fully in the next section of this report; and
- the invoice-supporting documents did not include the timesheets for verification that labor hours were appropriately charged to the contract.

Apart from the invoice review checklist, OJP has Unified Financial Management System invoice policies and procedures that establish basic requirements for entering and making changes to invoice information into the payment system. However, OJP does not have any policies or procedures related to invoice review prior to approval for payment, which in our judgment can increase the risk that invoices contain unallowable transactions. Therefore, we recommend OJP develop policies and procedures that detail how to properly review invoices that include reviewing supporting documentation. We also recommend OJP ensure that COR functions are only performed by a designated certified COR.

Contractor Billings

To determine whether ICF accurately billed OJP for services provided, we reviewed approximately 9 percent, or \$3.3 million, of the total costs associated with 11 of the 60 total invoices submitted.¹³ Based on our testing, we found that most transactions we reviewed were supported. Specifically, we tested direct labor costs and found the invoiced costs were generally supported; however, we identified unsupported travel and consultant labor costs, resulting in \$5,223 in unsupported costs.

ICF Employee Labor Costs

We judgmentally selected three invoices for ICF employee labor cost testing totaling approximately \$1.7 million.¹⁴ We verified that timesheets matched the labor distribution detail and verified that the total labor distribution detail matched the total labor hours invoiced.¹⁵ We also verified the labor rates invoiced

¹³ As of June 2021, ICF submitted 60 invoices totaling approximately \$37.9 million.

¹⁴ Labor costs were invoiced by total costs per employee for specific periods of time.

¹⁵ According to ICF, their software for its U.S. Government contract project accounting and cost accounting system has multiple modules. ICF uses the time and expense accounting, labor accounting, project accounting, and general accounting modules. ICF records timesheets in the time and expense accounting module. The labor accounting module imports the timesheets and calculates the correct labor hourly rate based on the government contract. This system then produces the labor distribution detail that provides the hourly rates, timesheet date, employee identification code, project codes, and timesheet hours.

matched the contracted labor rates. For the three invoices we reviewed, direct labor costs were generally supported.

Other Direct Costs

We judgmentally selected 516 other direct costs transactions, totaling approximately \$1.6 million, from the 11 invoices. Other direct costs included employee travel, consultant labor and travel costs, scholarships, and hotline labor and expenses. The OVC TTAC procurement stated that ICF is to manage a consultant pool of over 500 subject matter experts in diverse victimization issues, that design and deliver training and technical assistance. Employees and consultants traveled to attend and present at conferences provided by the OVC TTAC. We reviewed each of the selected other direct costs transactions to determine if the costs claimed on the invoice were supported by the documentation provided by ICF. Additionally, we determined if the costs claimed were allowable in accordance with the FAR and contract requirements. Based on our review, we identified the following unsupported travel and consultant labor costs.

1. Prior to September 2019, ICF reimbursed consultants for actual travel costs and required consultants to submit receipts for all costs. We identified 35 travel transactions totaling \$1,323 that were not supported by receipts or other documentation.¹⁶ In September 2019, ICF changed its policies, and consultants are now reimbursed for meals and incidentals based on the Federal Travel Regulation's per diem amounts. Subsequent to the issuance of the draft report, ICF provided additional documentation and receipts supporting 28 of the 35 previously unsupported travel costs. As a result, we consider the costs totaling \$1,047 to be remedied. Therefore, we identified 7 travel transactions totaling \$276 in unsupported questioned costs.
2. The consultant agreements required that consultants include a summary of the tasks completed for the amount requested for the duration of time noted on the invoice. FAR Subpart 31.205-33(f) states, "Fees for services rendered are allowable only when supported by evidence of the nature and scope of the service furnished.... Evidence necessary to determine that work performed is proper and does not violate law or regulation shall include: (1) Details of all agreements...with the individuals or organizations providing the services and details of actual services performed; (2) Invoices or billings submitted by consultants, including sufficient detail as to the time expended and nature of the actual services provided; and (3) Consultants' work products and related documents..." Based on our testing, we identified three consultant labor transactions that were not fully supported by a detailed consultant invoice, resulting in \$3,900 in unsupported questioned costs.

Based on our review of other direct costs, we identified 10 transactions related to unsupported travel costs and unsupported consultant labor costs, resulting in \$4,176 in unsupported costs. Specifically, there were 7 travel transactions, totaling \$276, and 3 consultant transactions, totaling \$3,900, that did not include adequate supporting documents. Therefore, we recommend OJP remedy the remaining \$4,176 of the \$5,223 in unsupported consultant labor and travel costs.

¹⁶ We identified 34 travel transaction that occurred prior to September 2019 that reimbursed based on actual travel costs and were not supported. However, there was one transaction that occurred after September 2019, but still required actual travel costs for reimbursement and was not supported.

ICF Performance Under the Task Order

During our audit, we reviewed task order documentation and ICF responses to assess ICF's compliance with the terms and conditions of the task order, financial management, monitoring, and reporting under the task order. Based on our review, we found that ICF generally complied with contract terms and conditions, however, ICF did not always submit the required reports in accordance with the schedule outlined in the statement of work.

ICF Key Personnel

The task order identified the key ICF personnel as the project director, operations director, human trafficking project manager, curriculum development manager, and training delivery manager. The task order required that these key personnel meet basic minimum requirements such as education and job experience requirements. Based on the documentation provided by ICF, we determined that all key personnel working on the task order met the basic minimum requirements as required in the contract.

ICF Financial Management

According to the ICF manual of accounting policies, invoices are submitted on Time and Material contracts monthly and in accordance with government specifications. The manual further stated that direct contract costs are billed upon recognition by ICF, and indirect contract expenses are billed at provisional rates. The ICF billing staff creates a government billing form, and the program manager, deputy program manager, and senior project manager review and approve the invoices against forecast spreadsheets. The ICF program manager provides any required monthly progress reports on the project's status that may need to accompany the invoice. The billing staff then mails or electronically sends the invoices and supporting documentation to customers. To determine if ICF properly billed OJP for the services under this contract, we performed invoice testing and identified questioned costs, as discussed previously in the Contractor Billings section of this report.

ICF Monitoring

The contract requires ICF to provide a quality control plan following the award of the task order and incorporate a quality assurance surveillance plan that specifies the standards, methods, schedule, and any other mechanisms that the contractor will use to measure and ensure the quality and efficiency of the work performed. We reviewed the ICF quality control plan, which included the quality control policy, quality system goals and objectives, quality control resource allocation, principal components of the quality system, quality of budget and schedule performance, and corrective action for quality-related problems. Based on our review of ICF's quality control plan, we determined the plan was adequate to measure and ensure the quality and efficiency for the work performed under the contract.

ICF Reporting

The contract required ICF to provide many deliverables throughout the period of performance. Some of the deliverables are outlined in Table 4 below.

Table 2

Deliverables Required in the Contract

Deliverable	Description	Schedule
Weekly Report	Includes upcoming events and a summary of project and task highlights	Every Tuesday
Quarterly Evaluation Report	An evaluation of OVC TTA activities for the period	Before the second month of the next quarter
Yearly Report	An overview of OVC TTA activities and analysis of evaluation feedback received	90 calendar days after the end of each year
Training and Technical Assistance Report	Used to provide timely information to OVC, gauge the impact of deliverables, and to make immediate improvements	30 days after the event or as determined
Ad Hoc Report	Requested by the COR	As necessary

Source: OJP

We requested to review examples of these reports provided to OJP and determined that the reports submitted had all the relevant information requested from the statement of work. We found that although the reports submitted contained the relevant information requested, ICF did not provide the yearly, quarterly, and training and technical reports within the required schedule. Specifically, we found:

- For the five yearly reports reviewed, ICF submitted four reports between 7 and 21 days late, and not prior to the 90 calendar days after the end of the year, as required;
- For the two quarterly reports reviewed, we found that ICF submitted these reports 17 and 27 days late, and not prior to the second month of the next quarter, as required; and
- For the two training and technical assistance reports reviewed, we found that ICF submitted these reports with the quarterly reports, which resulted in these reports being submitted 27 and 57 days late, and not 30 days after the event, as required.

We discussed this issue with ICF officials, who provided notes from a November 2016 meeting with the COR, in which they stated a change to the delivery date schedule for the quarterly and yearly reports was discussed and approved. However, based on our review of the contract, we found that these changes were not memorialized through an appropriate contract modification. As a result, based on the required time schedule as set forth in the contract, we found that ICF did not always submit these reports timely. Moving forward, we recommend OJP ensure that any changes to the delivery date schedule are formally incorporated in the contract or that ICF submits deliverables in accordance with the statement of work.

Progress Towards Meeting Statement of Work Tasks

As described previously, there are 13 tasks included in the task order statement of work. OVC did not require ICF to complete Task 10 - Support the Vision 21: Transforming Victim Services National Training Conference - due to shifting priorities. For the remaining 12 tasks, ICF provided documentation to support that all required tasks were accomplished.

Conclusion and Recommendations

Overall, we generally did not identify concerns related to ICF's performance under the terms and conditions of the procurement. However, ICF did not submit some of its required reports timely. Furthermore, we determined that OJP contracting officials could have provided better oversight and administration of the ICF procurement. Specifically, OJP did not have a finalized quality assurance plan in place until the final month of the 5-year procurement, limiting the assurance that the COR provided consistent monitoring throughout the contract. In addition, we determined that acquisition planning was not timely which contributed to the award of a short-term sole-source award to ICF that was not supported by an adequate sole-source justification, potentially resulting in the government not receiving the best value available. We also found that OJP did not obtain key documents for invoice review and the Contract Specialist was performing the COR duties when reviewing invoices, which increases the risk that invoices contain unallowable transactions. Furthermore, we reviewed \$1.6 million in other direct costs and found \$4,176 in unsupported questioned other direct costs.

We recommend that OJP:

1. Develop procedures to ensure timely QASPs that are created in accordance with the FAR.
2. Implement controls to ensure that future acquisition processes adhere to the recommended acquisition lead times outlined in OJP's guidance and specifically document the circumstances that impact their ability to meet those recommended lead times.
3. Develop policies and procedures that detail how to properly review invoices that include reviewing supporting documentation.
4. Ensure that COR functions are only performed by a designated certified COR.
5. Remedy the remaining \$4,176 of the \$5,223 in unsupported consultant labor and travel costs.¹⁷
6. Ensure that any changes to the delivery date schedule are formally incorporated in the contract or that ICF submits deliverables in accordance with the statement of work.

¹⁷ As discussed previously, ICF provided additional documentation supporting \$1,047 of previously unsupported questioned costs. That amount is not included in the \$4,176.

APPENDIX 1: Objectives, Scope, and Methodology

Objectives

The objectives of this audit were to assess: (1) OJP's oversight of the ICF procurement; (2) ICF's compliance with the terms and conditions of the procurement, as well as applicable laws and regulations; and (3) ICF performance on the procurement, including financial management, monitoring, reporting and progress toward meeting the statement of work tasks.

Scope and Methodology

This was an audit of OJP's procurement and administration of the ICF Contract Number GS-00F-010CA Task Order DJO-OVC-16-G-0250 to support the OVC TTAC, totaling over \$45 million. Our audit concentrated on, but was not limited to, the period of December 2015, the time a Request for Information was issued, through January 2023. To accomplish the audit objectives, we reviewed various federal regulation and policies, including the FAR, as well as OJP guidance. We interviewed OJP, OVC, and ICF personnel associated with the administration and oversight functions. We reviewed task order deliverables and the performance of tasks stated in the statement of work. We also traced invoice expenses to source documents and reviewed payment authorizations, contract file documentation, and quality assurance procedures. As a result of the COVID-19 pandemic response, we performed our audit fieldwork exclusively in a remote manner.

Statement on Compliance with Generally Accepted Government Auditing Standards

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Internal Controls

In this audit, we performed testing of internal controls significant within the context of our audit objectives. We did not evaluate the internal controls of OJP to provide assurance on its internal control structure as a whole. OJP's management is responsible for the establishment and maintenance of internal controls in accordance with OMB Circular A-123 and the FAR. Because we do not express an opinion on OJP's internal control structure as a whole, we offer this statement solely for the information and use of OJP.¹⁸

We assessed the design, implementation, and operating effectiveness of these internal controls and identified deficiencies that we believe could affect OVC's ability to effectively provide oversight, procurement acquisition planning, and financial management. The internal control deficiencies we found are discussed in the Audit Results section of this report. However, because our review was limited to those internal control

¹⁸ This restriction is not intended to limit the distribution of this report, which is a matter of public record.

components and underlying principles that we found significant to the objectives of this audit, it may not have disclosed all internal control deficiencies that may have existed at the time of this audit.

Compliance with Laws and Regulations

In this audit we also tested, as appropriate given our audit objectives and scope, selected transactions, records, procedures, and practices, to obtain reasonable assurance that OJP's management complied with federal laws and regulations for which noncompliance, in our judgment, could have a material effect on the results of our audit. Our audit included examining, on a test basis, OJP's compliance with the following laws and regulations that could have a material effect on OJP's operations:

- FAR Subpart 1.6, Career Development, Contracting Authority, and Responsibilities;
- FAR Subpart 3.9, Whistleblower Protections for Contractor Employees;
- FAR Subpart 6.3, Other Than Full and Open Competition;
- FAR Subpart 7.1, Acquisition Plans;
- FAR Subpart 8.4, Federal Supply Schedules;
- FAR Part 10, Market Research;
- FAR Part 11, Describing Agency Needs;
- FAR Subpart 31.2, Contracts with Commercial Organizations;
- FAR Subpart 46.4, Government Contract Quality Assurance;
- Federal Law (41 U.S.C. § 4712) Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information; and
- Federal Law (34 U.S.C. ch. 201, § 20101 *et seq.*) Victim Rights, Compensation, and Assistance.

This testing included analyzing contract files and related documentation, interviewing OJP contracting officials and personnel, communication with ICF personnel, and reviewing invoices and supporting documentation. As noted in the Audit Results section of this report, we found that OJP did not comply with federal regulations related to quality assurance surveillance plans, bridge contracts, and contractor oversight.

Sample-Based Testing

To accomplish our audit objective, we performed sample-based testing for invoices. In this effort, we employed a judgmental sampling design to obtain broad exposure to numerous facets of the areas we reviewed. This non-statistical sample design did not allow projection of the test results to the universe from which the samples were selected.

As of February 2021, ICF submitted 60 invoices totaling approximately \$37.9 million. We initially judgmentally selected a sample of 11 invoices submitted by ICF, totaling approximately \$9 million. From those 11 invoices, we judgmentally selected 3 months of payroll data, totaling \$1.7 million; and 516 other direct costs transactions, totaling \$1.6 million to determine whether ICF accurately billed OJP for services provided.

Computer-Processed Data

During our audit, we obtained information from ICF's accounting system and learning management system. We did not test the reliability of ICF's system as a whole, therefore any findings identified involving information from this system was verified with documentation from other sources. We assessed the reliability of the data received from ICF's accounting system through our analysis of invoice supporting documents, timesheets, and responses from ICF personnel to ensure it was complete and accurate. Furthermore, we reviewed reports that provide training and services performed with additional supporting documents to verify deliverables. We determined that the data is sufficiently reliable for the purposes of our invoice judgement sample.

APPENDIX 2: Schedule of Dollar-Related Findings

Description	Amount	Page
Questioned Costs: ¹⁹		
Unsupported Travel Costs	\$1,323	11-12
<i>Less Remedied Unsupported Travel Costs</i> ²⁰	<u>(1,047)</u>	12
Unsupported Travel Costs	\$276	12
Unsupported Consultant Labor Costs	<u>3,900</u>	11-12
Total Unsupported Costs	\$4,176	
TOTAL DOLLAR-RELATED FINDINGS		
	<u>\$4,176</u>	

¹⁹ **Questioned Costs** are expenditures that do not comply with legal, regulatory, or contractual requirements; are not supported by adequate documentation at the time of the audit; or are unnecessary or unreasonable. Questioned costs may be remedied by offset, waiver, recovery of funds, the provision of supporting documentation, or contract ratification, where appropriate.

²⁰ In response to our draft audit report, ICF supplied sufficient evidence to remedy these costs.

APPENDIX 3: ICF Response to The Draft Audit Report

14 June 2023

Tonya S. Morrison
Program Manager
Office of Operations, Audit Division
Office of the Inspector General.
U.S. Department of Justice

Reference: OIG Draft Report – Audit of the Office of Justice Programs’ Procurement Awarded to ICF Incorporated, LLC to Support OCV TTAC, emailed May 31, 2023

Dear Ms. Morrison:

Thank you for the opportunity to review and comment on the referenced draft audit report of the Office of Justice Programs’ procurement awarded to ICF Incorporated, L.L.C. to support the Office for Victims of Crime Training and Technical Assistance Center (OVC TTAC). We respectfully provide the following comments:

- 1. Recommendation #5: Remedy the \$5,223 in unsupported consultant labor and travel costs.**
ICF Comment: We have reviewed the *TTAC questioned costs* spreadsheet and uploaded receipts and documentation for 34 of the 38 questioned costs which was provided to us on May 31, 2023. We did not receive this questioned cost detail previously, or we would have gladly provided to the OIG during the audit period. Column I of the spreadsheet provides further details of the receipts and documentation provided. We have provided documentation to support labor and travel costs for all but \$121.01 in travel costs. The updated *TTAC questioned costs* spreadsheet and associated receipts have been made available to the OIG via a link in the response email.

Please note that ICF is not required to submit receipts for individual costs under \$20. To reduce the size of submitted invoices, which could range between 400-600 pages, ICF did not submit all receipts under \$20. However, in accordance with our corporate Accounts Payable Manual and government-approved accounting system, all consultant/subcontractor receipts are collected, reviewed, and included in our internal invoice packages.

- 2. Recommendation #6: Ensure that any changes to the delivery date schedule are formally incorporated in the contract or that ICF submits deliverables in accordance with the statement of work.**

ICF Comment: ICF provided the OIG with notes from a November 2016 COR meeting in which we documented the revised delivery date schedule for quarterly and yearly reports. We understand that the original delivery dates were recommended as best practice, however we worked in collaboration with the COR to identify and revise the delivery dates. We believe that the OIG’s findings on page 14 of the audit report stating that ICF submitted yearly, and quarterly reports late should not be a major finding and that ICF worked in good faith with the government representatives to submit timely reporting.

1902 Reston Metro Plaza
Reston, VA 20190 USA

The Deliverables and Delivery Schedule included in ICF's fully executed contract states that TTA Reports are to be submitted 30 days after the event or **as determined**. We therefore disagree with the 3rd bullet on page 14 of the audit report which states, "For the two training and technical reports reviewed, we found that ICF submitted these reports with the quarterly reports, which resulted in these reports being submitted 27 and 57 days late, and not 30 days after the event, as required." We respectfully request that this bullet be removed from the audit report.

3. **OIG Finding**

On page 7 of the audit report, the OIG states "*Although we acknowledge under other tasks of this contract ICF may have ancillary interactions with victims of crime, only Task 13, added through this modification, specifically calls for ICF to provide a service directly to victims. All other tasks do not specifically mention the provision of services directly to victims. This raises questions as to whether the contract modification for the development and operation of an Elder Fraud Hotline to directly serve victims was enacted in the best interests of the government and appropriate within the statement of work. As explained above, in September 2022, through a competitive solicitation process OJP awarded a separate contract to ICF, specific to an Elder Fraud Hotline. Due to this action, for the purposes of this audit, the OIG did not reach a final conclusion on the permissibility of the modification.*"

ICF Comment: Task 9, Support Mass Violence Initiatives requires that ICF provide emergency crisis response services to communities impacted by mass violence/mass casualty incidents. As part of our response to mass violence incidents, we are required to provide resources and services directly to the victims. We respectfully disagree with the OIG's finding that only Task 13, the National Elder Fraud Hotline, specifically calls for ICF to provide a service directly to victims. Below, we underline the direct service activities provided under Task 9 of this contract.

Task 9. Support Mass Violence Initiatives:

The Contractor shall work with OVC staff to support capacity-building efforts and emergency crisis response for major incidents of mass violence or terrorism, including:

- Providing subject matter expertise (SMEs) to advise and assist in gathering, preparing, and/or drafting materials for Anti-terrorism Emergency Assistance Program (AEAP) grant applications
- Supporting the provision of training and technical assistance including for the Mass Violence Toolkit
- Understanding geographic and demographic impact; conducting needs assessments to better comprehend who the victims are and what unmet needs must be addressed
- Assisting in the assessment of local service capacity and working to ensure adequate victim and victim advocate needs, and any ongoing training requirements
- Assisting in building community readiness and capacity; supporting a continuum of response in the immediate aftermath of an incident, and in some cases, in the long-term.

Via this task, the Contractor (ICF) provides support for multiple mass violence or terrorism incidents simultaneously. Direct services include assessment, information and referral, crisis

stabilization, provision of services required by the victims' rights act of the state or territory, and structured, trauma-informed, "community" information meetings. These meetings are aimed at victims and survivors and provide stabilization, psychological first aid, and information about victims' rights. Implementation of these is dependent on the needs and capacity of the community in the aftermath of mass violence. Staff and subject matter experts meet directly with victims to assess unmet needs. During assessments, victims and survivors are engaged via trauma-informed interviewing, are offered crisis stabilization, information and referral, information about victims' rights, and warm hand-offs to appropriate local services. Over nine comprehensive responses, OVC TTAC provided direct services to at least **991 victims and survivors of mass violence**.

ICF appreciates this opportunity to provide comments and additional information for your review and consideration. Should you have any further questions or need any additional information, please do not hesitate to contact Bernard Molepske at bernard.molepske@icf.com.

Sincerely,



Karolyn R. Gardner
Sr. Vice President, Contracts & Pricing

APPENDIX 4: Office of Justice Programs Response to the Draft Audit Report



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 21, 2023

MEMORANDUM TO: Michael E. Horowitz
Inspector General
United States Department of Justice

THROUGH: Jason R. Malmstrom
Assistant Inspector General for Audit
Office of the Inspector General
United States Department of Justice

FROM: Maureen A. Henneberg *MA Henneberg*
Deputy Assistant Attorney General

SUBJECT: Response to the Office of the Inspector General's Draft Audit Report, *Audit of the Office of Justice Programs' Procurement Award to ICF Incorporated, LLC to Support the Office for Victims of Crime Training and Technical Assistance Center*

This memorandum provides a response to the Office of the Inspector General's (OIG) May 31, 2023, draft audit report entitled, *Audit of the Office of Justice Programs' Procurement Award to ICF Incorporated, LLC to Support the Office for Victims of Crime Training and Technical Assistance Center*. The Office of Justice Programs (OJP) appreciates the opportunity to review and comment on the draft report.

In addition to responding to the OIG's recommendations noted in the draft report, we would like to provide clarification and context relating to OJP's acquisition planning and management of the contract to ICF, Incorporated (ICF) for training and technical assistance support to the Office for Victims of Crime (OVC).

Acquisition Planning

The draft report asserts that OVC did not properly plan, and, as a result, awarded an unnecessary extension and bridge contract to ICF. The OIG's assertion was based on OJP's procurement acquisition lead time guidance and guidance provided in FAR Subpart 7.105, Contents of Written Acquisition Plan. Neither the Federal Acquisition Regulation (FAR), nor the Department have specific policies regarding dollar thresholds or contract types that would have required OJP to have a written acquisition plan for its procurement.

It is important to note that "acquisition planning" is not synonymous with a "written acquisition plan." OVC's "acquisition planning" efforts began in early December 2020 (almost a full year

before the original contract expired) with documented discussions around contract transition activities. Awarded in September 2016, the original task order, totaling \$38,798,603, was for a base year and four 1-year option periods ending September 2021. The original task order included the FAR clause at 52.217-8, Option to Extend Services, which provided OJP the authority to extend the services for an additional six months should it choose to do so. In March 2022, OJP appropriately documented and issued a Limited Sources Justification and executed a short-term (bridge) contract, totaling \$6,497,628. This stop-gap measure was executed to ensure continuity of services while the agency's competitive follow-on procurement was being finalized.

OVC's acquisition planning strategy was not the result of lack of advanced procurement planning, as stated by the OIG, but a decision borne of forethought, risk management, and appropriate deference to new leadership. The timing of changes and leadership's direction around requirement definition cannot always be known in advance. OVC acknowledged that important decisions had to be made regarding its Training and Technical Assistance Center support services and determined that the incoming Presidentially appointed OVC Director's direction and vision for provision of victims' services should be considered as part of those decisions as they would affect program implementation and direction for the foreseeable future. The delay in competing the OVC's training and technical assistance contract was because of the desire to carefully plan—not a lack of advanced planning.

Modification to Add an Elder Fraud Hotline

The draft report included a section on a contract modification to add an Elder Fraud Hotline. The OIG questioned whether a contract modification to add a task to support an Elder Fraud Hotline should have been awarded through a competitive process, rather than a modification. However, the draft report stated that the OIG did not reach any conclusion and it did not include any recommendations regarding the permissibility of this modification.

OJP maintains that the modification to add an Elder Fraud Hotline task was within the scope of the overall contract issued to ICF. Neither the type of work nor the magnitude of the additional tasks would have changed the scope of the original competition. The original Request for Quotation informed potential offerors of the likelihood of additional victim-service-related tasks. In addition, there were no changes in the type of work performed, no changes in the period of performance, and a relatively small increase in contract cost. The quote from ICF for the Elder Fraud Hotline support services was deemed to be fair and reasonable in accordance with the FAR.

The draft audit report contains six recommendations. For ease of review, the recommendations directed to OJP are summarized below and are followed by OJP's response.

We recommend that OJP:

1. Develop procedures to ensure timely QASPs that are created in accordance with the FAR.

OJP agrees with this recommendation. As stated in the draft report, the Contracting Officer's Representative (COR) for the audited ICF contract continuously monitored the contract. Specifically, the COR held weekly and monthly meetings with ICF, verified that trainings were held, submitted yearly contractor performance assessment reports, evaluated interactions with requestors and materials, and ensured that the government only paid for the services received. To enhance contract administration procedures, by December 31, 2023, OJP's Office of Administration, Acquisition Management Division (AMD) will develop procedures to ensure that Quality Assurance Surveillance Plans (QASPs) are documented as part of the pre-award contract file index sheet and flagged for the COR to document their planned surveillance efforts in conjunction with the statement of work, as appropriate.

We consider this recommendation resolved and request written acceptance of this action from your office.

2. Implement controls to ensure that future acquisition processes adhere to the recommended acquisition lead times outlined in OJP's guidance and specifically document the circumstances that impact their ability to meet those recommended lead times.

OJP agrees with this recommendation. AMD meets individually with the heads of the program and business offices during the first quarter of each fiscal year to ensure requirements are planned for and acquisition lead times are communicated. To enhance procurement planning procedures, by December 31, 2023, AMD will develop procedures to ensure that OJP's recommended acquisition lead times are followed, and that circumstances encountered that may impact lead times are documented.

We consider this recommendation resolved and request written acceptance of this action from your office.

3. Develop policies and procedures that detail how to properly review invoices that include reviewing supporting documentation.

OJP agrees with this recommendation. By December 31, 2023, AMD will develop a reference guide for CORs on reviewing invoices and related supporting documentation.

We consider this recommendation resolved and request written acceptance of this action from your office.

4. Ensure that COR functions are only performed by a designated certified COR.

OJP agrees with this recommendation. The Contracting Officer for the ICF contract designated a certified COR for the contract to perform COR functions for the contract. However, Contract Specialists are also an essential part of the contract management team, and may perform all of the same functions of a COR. To enhance contract management procedures, by December 31, 2023, AMD will update its guidance to specify the range of responsibilities anticipated for each role of the contract management team.

We consider this recommendation resolved and request written acceptance of this action from your office.

5. Remedy the \$5,223 in unsupported consultant labor and travel costs.

OJP agrees with this recommendation. By December 31, 2023, AMD will work with ICF to remedy the \$5,223 in unsupported consultant labor and travel costs, which represented 0.13% of all funds paid out on the audited contract.

We consider this recommendation resolved and request written acceptance of this action from your office.

6. Ensure that any changes to the delivery schedule are formally incorporated in the contract or that ICF submits deliverables in accordance with the statement of work.

OJP agrees with this recommendation. The period of performance for the audited ICF contract ended on March 29, 2022, and the bridge contract issued to ICF ends on June 29, 2023. While the due dates for contract deliverables slightly changed throughout contract performance, the COR diligently ensured that the agency received all deliverables on both ICF contracts. To enhance contract management procedures, by December 31, 2023, AMD will develop procedures to ensure that changes to delivery schedules are formally documented.

We consider this recommendation resolved and request written acceptance of this action from your office

Thank you for the opportunity to respond to this draft report. If you have any questions regarding this response, please contact Ralph E. Martin, Director, Office of Audit, Assessment, and Management, at (202) 305-1802.

cc: Amy L. Solomon
Assistant Attorney General

Brent Cohen
Acting Principal Deputy Assistant Attorney General

cc: Ralph E. Martin
Director
Office of Audit, Assessment, and Management

Kristina Rose
Director
Office for Victims of Crime

Phillip K. Merkle
Director
Office of Administration

Rachel Johnson
Chief Financial Officer

Rafael A. Madan
General Counsel

Jennifer Plozai
Director
Office of Communications

Louise Duhamel
Assistant Director, Audit Liaison Group
Internal Review and Evaluation Office
Justice Management Division

Kimberly Rice
Regional Audit Manager
Denver Regional Audit Office
Office of the Inspector General

Jorge L. Sosa
Director, Office of Operations – Audit Division
Office of the Inspector General

OJP Executive Secretariat
Correspondence Control Number: OCOM000342

APPENDIX 5: Office of the Inspector General Analysis and Summary of Actions Necessary to Close the Audit Report

The Office of the Inspector General (OIG) provided a draft of this audit report to ICF Incorporated, LLC (ICF) and the Office of Justice Programs (OJP) for review and official comment. ICF's response is incorporated in Appendix 3 and OJP's response is incorporated in Appendix 4 of this final report. In response to our audit report, ICF commented on recommendations 5 and 6 but did not state whether it concurred with the two recommendations. OJP agreed with all six recommendations. As a result, the status of the audit report is resolved. The following provides the OIG analysis of the response and summary of actions necessary to close the report.

Analysis of OJP's and ICF's Responses

OJP concurred with our recommendations; however, in its response, OJP provided certain comments that were not related directly to those recommendations. We provide the following reply to OJP's additional comments followed by our summary of actions necessary to close the audit report.

In its response, OJP maintained that the modification to add an Elder Fraud Hotline task was within scope, and that neither the type of work nor the magnitude of the additional tasks would have changed the scope of the original competition. Further, OJP's response stated that it anticipated this modification would result in a relatively small increase in contract cost which were deemed to be fair and reasonable in accordance with the Federal Acquisition Regulation (FAR). As explained in the report, the purpose of the ICF award was to undertake the OVC TTAC, which provides cost-effective training and short-term technical assistance to victim assistance programs and other entities that provide services to crime victims. It did not include providing direct services to victims. Further, OJP's evaluation of the costs compared the labor rates to the GSA schedule, which does not include other direct costs. In this instance, other direct costs represented over \$3 million, around 49 percent, of the total cost of the contract modification, which led us to conclude that OJP did not adequately evaluate whether the amount awarded to ICF was fair and reasonable.

While none of our recommendations were directed at ICF, in its response to our draft report, ICF included additional comments related to recommendations 5 and 6 (which we address in the recommendations section below), as well as the OIG's finding that only Task 13, "The National Elder Fraud Hotline," specifically calls for ICF to provide a service directly to victims. According to ICF, Task 9 required ICF to provide emergency crisis response services to communities impacted by mass violence/mass casualty incidents and therefore required ICF to provide resources and services directly to the victims. Specifically, ICF contends that through Task 9 it provided direct services to victims and survivors including crisis stabilization, information and referral, information about victims' rights, and warm hand-offs to appropriate local services. In all, ICF stated that for more than 9 comprehensive responses, OVC TTAC provided "direct services to at least 991 victims and survivors of mass violence."

In reviewing the activities listed for Task 9, we believe the core purpose of Task 9 was for ICF to provide cost-effective training and short-term technical assistance to victim assistance programs and other entities that provide services to crime victims by conducting needs assessments, building community readiness, and assessment of local service capacity. We do not interpret the language in Task 9 as a requirement for ICF to provide direct services to victims and survivors and, unlike Task 13, view any interactions that ICF may have had with victims as ancillary. However, as stated in the draft report, the OIG did not reach a final conclusion

on the permissibility of the modification.

Recommendations for OJP:

1. Develop procedures to ensure timely QASPs that are created in accordance with the FAR.

Resolved. OJP agreed with our recommendation. OJP stated in its response that by December 31, 2023, OJP's Office of Administration, Acquisition Management Division (AMD) will develop procedures to ensure that Quality Assurance Surveillance Plans (QASPs) are documented as part of the pre-award contract file index sheet and flagged for the Contracting Officer's Representative (COR) to document their planned surveillance efforts in conjunction with the statement of work, as appropriate. As a result, this recommendation is resolved.

This recommendation can be closed when we receive documentation that OJP has developed procedures to ensure timely QASPs are created in accordance with the FAR.

2. Implement controls to ensure that future acquisition processes adhere to the recommended acquisition lead times outlined in OJP's guidance and specifically document the circumstances that impact their ability to meet those recommended lead times.

Resolved. OJP agreed with our recommendation. OJP stated in its response that AMD meets individually with the heads of the program and business offices during the first quarter of each fiscal year to ensure requirements are planned for and acquisition lead times are communicated. OJP stated that by December 31, 2023, AMD will develop procedures to ensure that OJP's recommended acquisition lead times are followed and that circumstances encountered that may impact lead times are documented.

While OJP agreed with our recommendation, OJP did not agree with our assessment that OVC did not properly plan, and, as a result, awarded an unnecessary extension and bridge contract to ICF. OJP stated that OVC's acquisition planning strategy was not the result of lack of advanced procurement planning but rather a decision borne of forethought, risk management, and appropriate deference to new leadership. OJP further stated that OVC acknowledged that important decisions had to be made regarding its TTAC support services and determined that the incoming presidentially appointed OVC Director's direction and vision for provision of victims' services should be considered as part of those decisions as they would affect program implementation and direction for the foreseeable future. However, OJP's Standard Operating Acquisition Procedure 2013-00 provides procurement acquisition lead times guidance, which states that for a GSA service type contract over \$1 million there is a goal to complete an acquisition within 120 days from receipt of the complete procurement package. Therefore, if the original contract was to end in September 2021, OJP would have already completed milestones such as market research, completing the acquisition package, issuing a request for information, and drafting the solicitation prior to July 2021, when the presidentially appoint OVC Director joined the organization.

We maintain that due to inattentive acquisition planning for the continuation of the OVC TTAC program, OJP was not timely in awarding the follow-on award, which resulted in a short-term sole-source award to ICF and the government potentially not receiving the best value available.

This recommendation can be closed when we receive evidence that OJP implemented controls to ensure that future acquisition processes adhere to the recommended acquisition lead times

outlined in OJP's guidance and specifically document the circumstances that impact their ability to meet those recommended lead times.

3. Develop policies and procedures that detail how to properly review invoices that include reviewing supporting documentation.

Resolved. OJP agreed with our recommendation. OJP stated in its response that by December 31, 2023, AMD will develop a reference guide for CORs on reviewing invoices and related supporting documentation.

This recommendation can be closed with we receive documentation that OJP has established policies and procedures that detail how to properly review invoices that includes reviewing supporting documentation.

4. Ensure that COR functions are only performed by a designated certified COR.

Resolved. OJP agreed with our recommendation. OJP stated in its response that the Contracting Officer designated a certified COR to perform COR functions for the contract. However, Contract Specialists are also an essential part of the contract management team and may perform all of the same functions of a COR. OJP stated that by December 31, 2023, AMD will update its guidance to specify the range of responsibilities anticipated for each role of the contract management team.

This recommendation can be closed when we receive evidence that OJP has ensured that COR functions are only performed by a designated certified COR.

5. Remedy remaining \$4,176 of the \$5,223 in unsupported consultant labor and travel costs.

Resolved. OJP agreed with our recommendation. OJP stated in its response that by December 31, 2023, AMD will work with ICF to remedy the unsupported consultant labor and travel costs.

ICF neither agreed nor disagreed with our recommendation but provided documentation and receipts for 34 of the 38 questioned transactions. We reviewed the additional source documentation, determined ICF provided sufficient support for \$1,047 of the questioned travel costs, and confirmed with OJP officials that they agreed with this determination.

This recommendation can be closed when we receive documentation that OJP has remedied the \$4,176 in unsupported consultant labor and travel costs.

6. Ensure that any changes to the delivery date schedule are formally incorporated in the contract or the ICF submits deliverables in accordance with the statement of work.

Resolved. OJP agrees with our recommendation. OJP stated that by December 31, 2023, AMD will develop procedures to ensure that changes to delivery schedules are formally documented.

ICF neither agreed nor disagreed with our recommendation but stated that ICF provided the OIG with notes from a November 2016 COR meeting and documented the revised delivery date schedule for quarterly and yearly reports. ICF interpreted the original delivery dates as a best practice that could be revised after collaboration with the COR. Furthermore, ICF stated that the deliverables for training and technical assistance reports are to be submitted 30 days after the event, or as determined, and therefore disagreed with the statement that, "For the two training and technical reports reviewed, we found that ICF submitted these reports with the quarterly reports, which

resulted in these reports being submitted 27 and 57 days late, and not 30 days after the event, as required.”

We do not agree with ICF’s response. The deliverable dates are part of the terms and conditions established in the contract. Changes to the deliverable dates should be reflected as a modification to the contract. Furthermore, for the training and technical reports, we did not receive any documentation that supports that alternative dates were agreed upon.

This recommendation can be closed when we receive documentation that OJP has updated procedures to ensure that any changes to the delivery date schedule are formally incorporated in the contract.

Attachment to the Final Report *

August 31, 2023

Jason R. Malmstrom
Assistant Inspector General for Audit
Office of the Inspector General, U.S. Department of Justice

Submitted Via Email: oig.ndaa@usdoj.gov

SUBJECT: ICF's Written Response to the OIG Audit of the Office of Justice Programs' Procurement Awarded to ICF Incorporated, LLC to Support OVC TTAC
REFERENCE: DOJ OIG NDAA Notification Letter dated August 2, 2023

Dear Mr. Malmstrom:

Thank you for the opportunity to submit a written response to the Office of the Inspector General's (OIG's) Audit of the Office of Justice Programs' Procurement Awarded to ICF Incorporated, L.L.C. to Support the Office for Victims of Crime Training and Technical Assistance Center (OVC TTAC) final report. We respectfully provide the following additional response:

1. **Recommendation #5: Remedy the remaining \$4,176 of the \$5,223 in unsupported consultant labor and travel costs.**

ICF Response: We understand that the OIG identified 10 transactions (i.e., 7 travel invoices and 3 consultant labor invoices) totaling \$4,176 that were determined to be unsupported with sufficient documentation. We believe the \$3,900 in consultant labor was adequately documented since the consultant Purchase Orders included labor reimbursement for training preparation and materials development, which occurred prior to travel dates. The consultants' Statement of Work clearly documented additional prep time and labor for materials development. Furthermore, ICF provided consultant bank and credit card statements to document approximately \$154.99 of the identified unsupported travel costs. However, ICF wishes to resolve and close this OIG recommendation expeditiously. No later than December 31, 2023, ICF will submit a check in the amount of \$4,176 to the Department of Justice to resolve this recommendation.

2. **Recommendation #6: Ensure that any changes to the delivery date schedule are formally incorporated in the contract or that ICF submits deliverables in accordance with the statement of work.**

ICF Response: We respectfully restate for the record that ICF provided the OIG with notes from a November 2016 COR meeting in which we documented the revised delivery date schedule for quarterly and yearly reports. We worked in collaboration with the COR to identify and revise the delivery dates that were agreed upon by ICF and the COR.

Additionally, the Deliverables and Delivery Schedule included in ICF's fully executed contract states that TTA Reports are to be submitted 30 days after the event or *as determined*. We politely disagree with the 3rd bullet on page 14 of the audit report, which states, "For the two training and technical reports reviewed, we found that ICF submitted these reports with the quarterly reports, which resulted in these reports being submitted 27 and 57 days late, and not 30 days after the event, as required."

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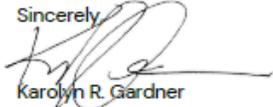


* This attachment is provided pursuant to Section 5274 of the James M. Inhofe National Defense Authorization Act for Fiscal Year 2023, Pub. L. No. 117-263. See OIG NDAA Notice, <https://oig.justice.gov/resources/ndaa-notice>.

Moving forward, ICF agrees to work with the COR to ensure that all changes to deliverables and delivery schedules are formally documented in the contract via a contract modification.

Thank you for the opportunity to respond to the final report.

Sincerely,



Karolyn R. Gardner
Senior Vice President, Contracts & Pricing