

TOUCHPOINTS TERMS OF SERVICE FOR HIGH IMPACT SERVICE PROVIDERS ADMINISTERED BY THE U.S. GENERAL SERVICES ADMINISTRATION

1.0 SERVICE SUMMARY

“Touchpoints” is an open-source software application created and maintained by the U.S. General Services Administration (GSA) provided to agencies at no-cost for the terms of service outlined in this document. Touchpoints enables government agencies to solicit and process user feedback to support the continuous improvement of public systems, services, processes, and policies.

The following terms of service (“Terms”) governing GSA’s Touchpoints website and services, including the content, documentation, code, and related materials are offered subject to your acceptance of the Terms, as well as any relevant sections of the Touchpoints Site Policies (collectively, the “Agreement”). Access to or use of Touchpoints services or its content constitutes acceptance to this Agreement.

Initially, Touchpoints is for use by High Impact Service Providers and other agencies beginning to collect customer feedback in line with OMB Circular A-11 Section 280.

2.0 DATA COLLECTION, USE, AND SECURITY

2.1 REPORTING AND DATA MANAGEMENT

- Touchpoints collects customer feedback submissions as they’re submitted in the application as a table. You can export this raw data as a .CSV file and use for their own analysis purposes.
- Two weeks prior to each quarterly reporting deadline for FY19 and FY20 (or the current reporting schedule as defined in A-11 guidance), Feedback Analytics program staff will contact each HISP, request they review their data for the previous reporting period and ask the agency to submit any additional qualitative details, transactional context, or other data elements required by OMB.
- Following review, HISPs will need to approve their data as ready for submission to OMB. For now, the approval process will be communicated by the Feedback Analytics team to HISP staff via email. Touchpoints will pursue development of an automated mechanism for HISPs to mark their data approved for submission to OMB.
- Once approved by agency, the Feedback Analytics team will submit certified data to OMB on its behalf on or before the day of the submission deadline.

- The Feedback Analytics team will continue to investigate ways to automate, streamline, and reduce the reporting burden for agencies while still giving them the ability to certify their data before it is reported.

2.2 SECURITY

- Touchpoints is covered by a [FIPS 199](#) Moderate LATO (Lightweight Authority to Operate). Details can be found in the Touchpoints System Security Plan (SSP) document. Agencies may request a copy of the SSP by contacting the Touchpoints team at touchpoints-support@gsa.gov.
- Touchpoints is pursuing a 1-year full ATO after the LATO.
- Data is encrypted via HTTPS while in transit.
- Data is encrypted in cloud.gov's database at rest through the Amazon Relational Database Service (RDS).
- Users are logged out of the Touchpoints application after 15 minutes of inactivity
- Touchpoints uses a variety of security methods to protect this U.S. government service and agency data to ensure the service remains available to all users. These methods include monitoring and recording network traffic (any data going in and out of Touchpoints) to identify unauthorized attempts to change information or otherwise cause damage.
- Unauthorized access or use of Touchpoints (e.g. use for criminal purposes or to cause damage) is against the law, and may subject individuals to criminal prosecution and penalties.

2.3 DATA PRIVACY AND MANAGEMENT

- Although GSA will own the data generated by these collections, it agrees not to disclose the data or allow access to any person outside the Feedback Analytics team except pursuant to a Freedom of Information Act (FOIA) request, Government Accountability Office or Inspector General engagements as appropriate, and as authorized by Federal statute or regulation or pursuant to a court order from a court of competent jurisdiction.
- Agency users own any data that they export and download from their Touchpoints account.
- For the purposes of data security and data use, GSA assumes all liability for its government staff and contractors with access to the data.
- Outside of GSA's described use of sharing certified data with OMB in the manner described in OMB Circular A-11 Section 280, GSA shall not disclose, release, reveal,

show, sell, rent, lease, loan, or otherwise grant access to the information and data shared and/or emanating from the activities covered by this Agreement to any person.

- GSA further agrees that access to the data generated in these collections shall be limited to the minimum number of individuals required to manage the Touchpoints service.
- Touchpoints provides the ability for agency Service Managers to “flag” survey submissions in the event they contain spam, irrelevant, or abusive content. Flagged responses will be omitted from the online Submissions table viewable in Touchpoints, and excluded from downloadable CSV reports. Records of these submissions may be retained by GSA in audit logs for security compliance and applicable data retention policies.
- GSA will retain survey instrument and submission data as advised in the following record schedules:
 - **352.2 – Information Hosting Records**
 - This group of records is focused on the information services that GSA provides to others outside of GSA. Examples include Data.gov and USA.gov. Such activities include creating and maintaining web content for both the public and outside the agency, and related records in developing and managing and closing down such a service.
 - **352.2/011 - Publicly-posted Information (DAA-0352-2016-0001-0004)**
 - This series consists of content (information and documents) in a variety of formats posted by GSA on agency web sites hosted by GSA, and content posted on, or submitted via, those web sites by the public. Included are static web pages, historically insignificant public dialogues such as forums, surveys, and comment postings, regulatory or statutorily mandated public postings, and related records. This schedule item covers copies of content received from agencies and posted by GSA on the web sites. The record copy of the content (retained by the originating agency) is covered by the records schedules of the agencies that originated the content. The content posted to the web sites by the public is covered by this schedule item.
 - *Temporary.* Cutoff at the end of the fiscal year in which the posting becomes superseded, obsolete, or canceled. Destroy 3 years after cutoff. Longer retention is authorized in order to comply with requirements for public posting stipulated by regulation, agency directives, OMB or GAO mandates, or similar authorities.
 - **352.2/021 – Information Service Program Management Records (DAA-0352-2016-0001-0005)**

- This series of records is concerned with creating and managing an information resource (e.g., Data.gov and USA.gov) for use or reference by the public and/or Federal agencies in carrying out their work. Included are change management decisions, planning documents, promotional materials, review reports, correspondence, and related records.
 - *Temporary.* Cut off at the end of the fiscal year. Destroy 3 years after cutoff. Longer retention is authorized if required for statutory or authoritative reasons, such as directives agreements, contracts, OMB or GAO requirements, or similar authorities.
- GSA may maintain data sets developed from the data and store them under the security parameters described above so long as GSA removes any personally identifiable information, confidential or sensitive information from such data sets (as defined by the customer agency point of contact), in the event personally identifiable information or other sensitive information was inadvertently included in the dataset collected by GSA.

3.0 USE OF TOUCHPOINTS

Onboarding

- You should identify an “Organization Manager.” This person will be given detailed information about the tool and participate in a demo. After answering a few key questions, a Touchpoints account will be created for this user and training will be given as needed in order to commence the onboarding process.
- The Feedback Analytics team will reach out to this Organization Manager to begin to develop the agency’s internal account structure (additional owners, service managers, people that may view submissions only, etc.). Additional individuals identified by agency staff will be given Touchpoints accounts as relevant. Agency shall be responsible for notifying Feedback Analytics staff of user accounts that should be deactivated due to reassignment or separation from service.
- The Feedback Analytics team will provide approximately 20 hours of onboarding support to discuss Touchpoints account management, identification of initial survey point, and will coordinate PRA approval of A-11 survey questions on behalf of agency.

Set-up

- Each HISP is entitled to up to 3 A-11 form survey collections through Touchpoints in FY19 and FY20, with an unlimited amount of responses.
- At this time, Touchpoints generates a survey URL for distribution to customers (e.g, via an agency’s email servers or social media accounts), on a kiosk (via agency-owned hardware such as tablets, phones, or computers available at service centers) or embedded in a website online. In the future, Touchpoints will explore methods for

receiving submission via other feedback channels or accepting feedback from manually administered surveys.

- A-11 surveys administered in Touchpoints are limited to:
 - No more than 12 survey questions in total per survey: seven (7) A-11 questions + two (2) free response + approximately (3) custom questions
 - “Custom Questions” must be limited to questions that would be considered a non-substantive, non-sensitive question related to operational information that helps to put the customer feedback into a useable context for the agency. This could include asking which service center location was visited, or which service or inquiry type the interaction was related to. The Feedback Analytics team reserves the right to deem whether a question is appropriate under the PRA clearance that GSA operates for this tool.
 - Seven (7) question language can be altered for relevancy to point of interaction/channel (e.g., questions on employee interaction can be removed for interactions that are self-service / web-based touchpoints)
- Agency customers will be required to provide the Feedback Analytics team with information needed in order to develop PRA supporting statements. The Feedback Analytics team will provide this form, review agency completed information, and submit for PRA clearance via the GSA A-11 generic government-wide clearance.
- Agencies will be provided with the final PRA supporting statements for their records, but are not required to submit these documents. GSA will assume the burden hours and manage all ICR approvals, updates, and renewals for the A-11 form in Touchpoints. The Feedback Analytics team will insert the OMB control number into the survey instrument.
- Agencies will need to notify the Feedback Analytics team if they wish to make any changes to the information collection. This would include any change to the instrument itself (e.g., question wording), or the delivery mechanism (e.g., potential sample) that would result in changes to the clearance of the information collection.
- The GSA RegSec team will review internal GSA PRA within five (5) business days.

3.0 SERVICE PURPOSE AND POTENTIAL USERS

This project provides a means for agencies to manage customer and stakeholder feedback in an efficient, timely manner in compliance with Section 280 of OMB Circular A-11 at <https://www.whitehouse.gov/wp-content/uploads/2018/06/s280.pdf>.

Section 280.7 establishes seven domains for measuring customer experience.

- Overall: (1) Satisfaction, (2) Confidence/Trust

- Service: (3) Quality
- Process: (4) Ease/Simplicity, (5) Efficiency/Speed, (6) Equity/Transparency
- People: (7) Employee Helpfulness

High Impact Service Providers listed at <https://www.performance.gov/cx/HISPList.pdf> are required to ask questions in these domains of their customers. However, all agencies are encouraged to conduct their customer experience measurement in line with these standard measures.

In order to increase adoption of these measures and establish efficiency and cost savings in their administration and collection, the Office of Products and Programs Feedback Analytics team is supporting High Impact Service Providers, and in the future, other interested agencies, in administering their customer feedback collections. OIRA supports GSA owning a generic clearance for section 280 customer feedback surveys on behalf of other agencies. OIRA believes it will both increase the quality of customer feedback collections and streamline workload for both agencies and OIRA. These collections will be submitted under the GSA burden hour calculation.

Following review and disposition of public comments on the 60-day Information Collection notice, GSA will submit to OMB a 30-day notice to solicit additional public comments. Following completion for this new collection, GSA can submit individual information collection requests (ICRs) on behalf of the following agencies for approval: Department of Agriculture, Department of Commerce, Department of Defense, Department of Education, Department of Energy, Department of Health and Human Services, Department of Homeland Security, Department of Housing and Urban Development, Department of the Interior, Department of Justice, Department of Labor Department of State, United States Agency for International Development, the General Services Administration, Department of Transportation, Department of the Treasury, Department of Veterans Affairs, Environmental Protection Agency, National Aeronautics and Space Administration, the Consumer Financial Protection Bureau, National Science Foundation, Nuclear Regulatory Commission, the Small Business Administration, the Office of Personnel Management, and Social Security Administration.

GSA will only submit collections if they meet the following criteria.

- The collections are voluntary;
- The collections are low-burden for respondents (based on considerations of total burden hours or burden-hours per respondent) and are low-cost for both the respondent and the Federal Government;
- The collections are non-controversial and do not raise issues of concern to other Federal agencies;

- Any collection is targeted to the solicitation of opinions from respondents who have experience with the program or may have experience with the program in the near future;
- Personally identifiable information (PII) is collected only to the extent necessary and is not retained;
- Information gathered is intended to be used for general service improvement and program management purposes
- Upon agreement between OMB and the agency ,all or a subset of information may be released as part of A-11, Section 280 requirements only on [performance.gov](https://www.performance.gov). Additional release of data must be done coordinated with OMB.

These collections will allow for ongoing, collaborative and actionable communications between the Agency, its customers and stakeholders, and OMB as it monitors agency compliance on Section 280. It will also allow feedback to contribute directly to the improvement of program management. These responses will inform efforts to improve or maintain the quality of service offered to the public. If this information is not collected, vital feedback from customers and stakeholders on services will be unavailable.

4.0 SERVICE BENEFIT

Through the use of Touchpoints for customer feedback collection, GSA aims to deliver the following benefits for agencies:

- Reduction in time and logistics required to start customer feedback collection - no procurement of an external tool is needed
- Cost saved from ability to avoid procurement staff time and actual cost of feedback collection tool itself
- Cost savings from centralized analysis and summarization of data in reports provided to agencies, reducing agency burden
- Confidence in tool's compliance with applicable government security and data management protocols
- Streamlined approvals and support in navigating Paperwork Reduction Act (PRA) requirements
- Guidance and improved quality in collection itself from support of Feedback Analytics team in determining where in customer journey it makes sense to collect feedback, how to adapt/modify A-11 survey for compliance and in a manner that is actionable
- Reduction in reporting burden for HISP agency staff: Feedback Analytics team will clean and provide data to both agency and OMB as outlined by A-11 Section 280

5.0 SERVICE DETAIL

Administration

- If they do not do so immediately, Agencies are able to add up to 2 additional A-11 surveys to evaluate their HISP designated service via Touchpoints for a maximum of 3 surveys per quarter for FY19 Q3 and Q4.
- Agency users can contact the Feedback Analytics team at touchpoints-support@gsa.gov. The team will respond to customer service inquiries within two (2) business days.

6.0 FUNDING

At this time, the level of service outlined in this agreement is available to agencies at no cost. This service is covered under the appropriation of the Office of Products and Platforms and Cross-Agency Priority Goal funds. If agencies request additional support, and as the capacity grows to increase the services provided, GSA may explore a reimbursable service option.

7.0 RIGHT TO LIMIT

Users of the website and services must have a valid government email address from a federal or District of Columbia government agency. If GSA reasonably believes that you are not a federal or District of Columbia government employee, or a contractor acting within the scope of its contract with the federal or District of Columbia government, GSA may permanently block your use of the website and services.

Use of the APIs may be subject to certain limitations on access, calls, or use as set forth within this Agreement or otherwise provided by GSA. If GSA reasonably believes that you have attempted to exceed or circumvent these limits, your ability to use the API may be permanently or temporarily blocked.

GSA may monitor your use of its services to improve the service or to ensure compliance with this Agreement.

8.0 SERVICE TERMINATION

If you wish to terminate this Agreement, you may do so by refraining from further use of the website and services. GSA reserves the right (though not the obligation) to (1) refuse to provide the services to you if it is GSA's opinion that use violates any GSA policy, or (2) terminate or deny you access to and use of all or part of the services at any time for any reason in its sole

discretion. Any hosted applications may also be shut down or removed. All provisions of this Agreement which by their nature should survive termination shall survive termination including, without limitation, warranty disclaimers, indemnity, and limitations of liability.

9.0 CHANGES

GSA reserves the right, at its sole discretion, to modify or replace this Agreement, in whole or in part. Your continued use of or access to the Touchpoints services following the posting of any changes to this Agreement constitutes acceptance of those modified terms. GSA may, in the future, offer new services or features. Such new features or services shall be subject to the terms and conditions of this Agreement.

10.0 DISCLAIMER OF WARRANTIES

Touchpoints services are provided “as is” and on an “as-available” basis. GSA hereby disclaims all warranties of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement. GSA makes no warranty that the services will be error free or that access thereto will be continuous or uninterrupted.

11.0 LIMITATIONS ON LIABILITY

For the purposes of data security and data use, GSA assumes all liability for its government staff and contractors with access to the data.

In no event other than data security related matters will GSA be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability, or other legal or equitable theory for: (1) any special, incidental, or consequential damages; (2) the cost of procurement of substitute products or services; or (3) for interruption of use or loss or corruption of data.

12.0 GENERAL REPRESENTATIONS

You hereby warrant that (1) your use of the website and services will be in strict accordance with the Agreement and all applicable laws and regulations, and (2) your use of the website and services will not infringe or misappropriate the intellectual property rights of any third party.

13.0 MISCELLANEOUS

This Agreement constitutes the entire Agreement between GSA and you concerning the use of the Touchpoints website and Feedback Analytics Program services, and may only be modified by the posting of a revised version of this page by GSA.

14.0 NO WAIVER OF RIGHTS

GSA's failure to exercise or enforce any right or provision of this agreement shall not constitute waiver of such right or provision.