



# QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

## DEPARTMENT OF VETERANS AFFAIRS

*Office of Informatics and Analytics (OIA)  
Standards & Interoperability (S&I)*

*Security Software Architecture (Project No. HI 16-9)*

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# QUALITY ASSURANCE SURVEILLANCE PLAN

**For:** Security Software Architecture (Project No. 16-9)

**Contract/Order Number:** Blank until contract/order award

**Contract/Order Description:** Software Security Architecture provides: Healthcare standards support related to creating, balloting and maintaining information, information models, vocabularies and code sets defining security and privacy healthcare domain concepts and attributes; Support for managing healthcare business security and privacy requirements including those that are cross-cutting requirements across the Department; and Monitors VHA relevant external security and privacy standards.

**Contractor's Name:** Blank until contract/order award

## 1.0 INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) is pursuant to the requirements listed in the Performance Work Statement (PWS) entitled "Security Software Architecture." This plan sets forth the procedures and guidelines Department of Veterans Affairs (VA), Veterans Health Administration (VHA) Office of Informatics and Analytics (OIA) will use in ensuring the required performance standards or services levels are achieved by the contractor.

## 2.0 PURPOSE

This QASP provides a systematic method to monitor Contractor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's Quality Control Plan (QCP) and to ensure the Government pays only for the level of services received.

This QASP defines the roles and responsibilities of all members of the Government team, identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

Copies of the original QASP and revisions shall be provided to the Contractor and Government officials responsible for surveillance activities. The Government can change the method of surveillance at any time without the approval of the contractor.

### 2.1 PERFORMANCE MANAGEMENT APPROACH

The PWS structures the acquisition around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by OIA to monitor and manage the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved.

Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.

Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

## **2.2 PERFORMANCE MANAGEMENT STRATEGY**

The Contractor is responsible for the quality of all work performed. The contractor measures that quality through the contractor’s own quality control (QC) program. QC is work output, not workers, and therefore includes all work performed under this contract regardless of whether the work is performed by contractor employees or by subcontractors. The Contractor’s QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated government representative. This QASP enables the government to take advantage of the contractor’s QC program.

The Government representative(s) will monitor performance and review performance reports furnished by the Contractor to determine how the contractor is performing against communicated performance objectives. The Contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

The Contractor will be monitored and assessed throughout the period of performance of the contract/order as to either meeting or not meeting the performance thresholds stated in the Performance Metrics Section of the Performance Work Statement (PWS). The Contracting Officer’s Representative (COR) will perform quarterly assessments. The Performance Based Service Assessment, or other method, may be used to document this assessment. A Performance Based Service Assessment is provided at the end of this document. When Contractor performance is unacceptable, the COR will notify the Contractor Program Manager (CPM) and the Contracting Officer (CO). Unacceptable performance is defined as; “the contractor is not meeting the Acceptable Levels of Performance (ALPs) as defined in the PWS or is in violation of any contract clause or terms and conditions. Notification of unacceptable performance issues shall be immediately provided to the CPM and shall not remain un-addressed until the end of an assessment period. In order to remediate performance issues in a timely manner, the COR should work collaboratively with the CPM. The COR/CO will engage the CPM to resolve the discrepancy.

### **2.2.1 PERFORMANCE FEEDBACK**

For instances where immediate notification of performance issues is not required, the COR should review the assessment in accordance with the quarterly reviews with the CPM and provide the assessment to CO. The COR/CO will notify the Contractor of the results for a rating of three (3) or less, no later than 15 working days after the end of the assessment period.

### **3.0 GOVERNMENT ROLES AND RESPONSIBILITIES**

The following personnel shall oversee and coordinate surveillance activities:

- a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract/order terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the Contractor receives impartial, fair, and equitable treatment under this contract/order. The CO is ultimately responsible for the final determination of the level of acceptability of the Contractor's performance. The CO is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Program Manager (PM) and the contractor. The CO will designate one full-time COR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the CO.
- b. Assigned CO: Heidi Gallaher, Contracting Officer (Post-Award)  
Organization: Department of Veterans Affairs (VA), Veterans Health Administration (VHA), Program Contracting Activity Central (PCAC)
- c. Contracting Officer's Representative (COR) - The Contracting Officer's Representative (COR) is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract. The COR is responsible for technical administration of the contract/order and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. This file shall contain all quality assessment reports.

Assigned COR: Luz Rivera, Office of Informatics and Analytics

- d. Other Key Government Personnel – J. Mike Davis, Project Manager (PM)

#### **4.0 CONTRACTOR REPRESENTATIVES**

- a. Program Manager – To be completed at award
- b. Other Contractor Personnel – To be completed at award; if any (name and title)

#### **5.0 PERFORMANCE STANDARDS**

Performance Standards define required performance for each of the performance objectives. The Government performs surveillance to determine if the Contractor exceeds, meets or does not meet these standards.

The Performance Metrics for Performance Standards are defined in Section 6 of the PWS. The Government may utilize the Performance Based Service Assessment (Attachment 2), the Quality Assurance Monitoring Form (Attachment 3), or other methods to compare Contractor performance to the ALPs. If the Contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract.

#### **6.0 METHODS OF QA SURVEILLANCE**

Various methods exist to monitor performance. The COR shall use any or a combination of the surveillance methods listed below in assessing performance using this QASP. In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance when appropriate. The primary methods of surveillance are:

- 1. 100% INSPECTION. (Evaluates all outcomes to include tasks and deliverables.)
  - a. Each month, the PM and COR shall review all of the Contractor's performance/generated documentation and document summary results into the Performance Based Service Assessment Form – Attachment 2 and/or the Quality Assurance Monitoring Form – Attachment 3. This assessment shall be placed in the COR's QA file.

#### **6.1 CUSTOMER FEEDBACK**

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the PM and COR, as opposed to the contractor.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer

complaints and investigate using the Quality Assurance Monitoring Form – Customer Complaint Investigation (Attachment 4).

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

## **7.0 ACCEPTABLE LEVELS OF PERFORMANCE (ALP)/ACCEPTABLE QUALITY LEVELS (AQL)**

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and ALP.

The ALPs are included in Attachment 1 – Performance Requirements Summary Table for Contractor performance and are structured to allow the Contractor to manage how the work is performed. For critical activities, the desired performance level is established at 100%. Other levels of performance are keyed to the relative importance of the task to the overall mission performance in OIA.

## **8.0 INCENTIVES**

The Government shall consider the Contractor’s performance when making a determination to exercise any options.

## **9.0 DOCUMENTING PERFORMANCE**

The performance management feedback loop begins with the communication of expected outcomes. Performance standards are expressed in the PWS and are assessed using the performance monitoring techniques shown in Attachment 1 – Performance Requirements Summary Table.

The Government’s QA surveillance accomplished by the PM and COR, will be reported using the monitoring forms in Attachments 2 and 3. The forms, when completed, will document the Government’s assessment of the Contractor’s performance under the contract to ensure the required results are being achieved. The COR will retain a copy of all completed QA surveillance forms.

### **9.1 DETERMINING PERFORMANCE**

The Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the Contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

#### **a. ACCEPTABLE PERFORMANCE**

The Government shall document acceptable performance accordingly. Any report may become a part of the supporting documentation for any contractual action.

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the CO. This will always be in writing although when circumstances necessitate immediate verbal communication, that communication will be followed up in writing. The COR shall document the discussion and place it in the COR file.

When the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's program manager.

The Contractor shall acknowledge receipt of the CDR in writing to the CO. The CDR will state how long after receipt the Contractor has to take corrective action. The CDR will also specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CO shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

**Quality of submission should also be considered. See examples below. Error rates or resubmits for content flaws would be the measures associated with these standards.**

- Accuracy - Work Products shall be accurate in presentation, technical content, and adhere to accepted elements of style.
- Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- Consistency to Requirements - All work products must satisfy the requirements of this PWS.
- File Editing - All text and diagrammatic files shall be editable by the VA in Windows-based or Adobe environments/platforms.
- Format - Follow specified VA Directives or Manuals and/or best business practices.
- Presentations - Presentations shall be clear, concise, executive-focused, and written in plain, clear English with minimal jargon, understandable by lay persons. The quality of deliverables directly contributes to organizational communications.
- Project Plan - Project Plan shall be comprehensive; recognize and address authority, perceptions, and concerns of stakeholders; incorporate scope of requisite requirements across the organization and/or agency.
- Reports - There shall be no omissions in the reports, documents or functional requirements.
- Publications and other documents - Deliverables shall be in formats appropriate to target audiences; user friendly, clear, thorough and comprehensive.
- Meeting support - Pre-meeting preparations and logistics demonstrate smooth meeting operations; complete comprehensive post-meeting summaries to include but not limited to: Minutes, Action Items, Attendees, Program Objectives and Milestones and major decision points.
- Analyses and Assessments - Analyses and assessments are performed with accuracy, completeness and adherence to industry best practices.



Obtain stakeholder input. Deliverables shall consist of the timely implementation of input mechanisms, and shall consist of an accurate and comprehensive synthesis of results and recommendations. Integration of relevant stakeholder input documented for each deliverable.

## **9.2 REPORTING**

At the end of each month, the COR will prepare a written report for the CO summarizing the overall results of the quality assurance surveillance of the Contractor's performance. This written report, which includes the Contractor's submitted monthly report and the completed Performance Based Service Assessment Form – Attachment 2 and/or the Quality Assurance Monitoring Form – Attachment 3, will become part of the QA documentation. It will enable the government to demonstrate whether the contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.

## **10.0 FREQUENCY OF MEASUREMENT/REVIEWS AND RESOLUTION**

The CO may require the Contractor's project manager, or a designated alternative, to meet with the COR and other Government personnel as deemed necessary to discuss performance evaluation.

### **a. Frequency of Measurement.**

During contract/order performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed, and at a minimum shall be quarterly. The CO will define a frequency of in-depth reviews with the Contractor, including appropriate self-assessments by the contractor; however, if the need arises, the Contractor will meet with the COR and PM as often as required or per the contractor's request. The agenda of the reviews may include:

- Monthly performance assessment data and trend analysis
- Issues and concerns of both parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
- Recommendations for improved efficiency and/or effectiveness

### **b. The Quality Assurance Representative (QAR) must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance.**

### **c. The PM and Contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification at the convenience of the PCO/ACO.**

## 11.0 EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
<b>Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
<b>Satisfactory</b>	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
<b>Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
<b>Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

## ATTACHMENT 1 – PERFORMANCE REQUIREMENTS SUMMARY

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Incentive (Positive and/or Negative) (Impact on Contractor Payments)
<b>Task 5.1</b> Standards Development Organization (SDO) Activities	100% of activities shall be performed with accuracy, timeliness, and comprehensiveness	95%	100% Inspection	Contractor shall re-work products found to be unacceptable or not meeting the intent of the task and the re-work will be considered to be within scope of this PWS.
<b>Task 5.2</b> ISO (International Organization for Standardization) Standards Activities	100% of activities shall be performed with accuracy, timeliness, and comprehensiveness	95%	100% Inspection	Contractor shall re-work products found to be unacceptable or not meeting the intent of the task and the re-work considered to be within scope of this PWS.
<b>Task 5.3</b> Identify New Standards Activities	100% of activities shall be performed with accuracy, timeliness, and comprehensiveness	95%	100% Inspection	Contractor shall re-work products found to be unacceptable or not meeting the intent of the task and the re-work considered to be within scope of this PWS.
<b>Task 5.4</b> Progress Reporting and Engineering	100% of reporting and engineering shall be performed with accuracy, timeliness, and comprehensiveness	95%	100% Inspection	Contractor shall re-work products found to be unacceptable or not meeting the intent of the task and the re-work considered to be within scope of this PWS.
<b>Task 5.5</b> Security Standards Applicability	100% of activities shall be performed with accuracy, timeliness, and	95%	100% Inspection	Contractor shall re-work products found to be unacceptable or not meeting the

<p><b>Task 5.6</b> Standards Activities</p>	<p>comprehensiveness</p> <p>100% of activities shall be performed with accuracy, timeliness, and comprehensiveness</p>	<p>95%</p>	<p>100% Inspection</p>	<p>intent of the task and the re-work considered to be within scope of this PWS.</p> <p>Contractor shall re-work products found to be unacceptable or not meeting the intent of the task and the re-work considered to be within scope of this PWS.</p>
<p><b>Task 5.7</b> Standards Adoption-Security Requirements Steering Committee (SRSC)</p>	<p>100% of activities shall be performed with accuracy, timeliness, and comprehensiveness</p>	<p>95%</p>	<p>100% Inspection</p>	<p>Contractor shall re-work products found to be unacceptable or not meeting the intent of the task and the re-work considered to be within scope of this PWS.</p>
<p><b>Task 5.8</b> Enterprise Access Control Board Activities</p>	<p>100% of activities shall be performed with accuracy, timeliness, and comprehensiveness</p>	<p>95%</p>	<p>100% Inspection</p>	<p>Contractor shall re-work products found to be unacceptable or not meeting the intent of the task and the re-work considered to be within scope of this PWS.</p>

**ATTACHMENT 2 –PERFROMANCE BASED SERVICE ASSESSMENT**

**CONTRACTOR:** \_\_\_\_\_  
**GOVERNMENT REQUIRING ACTIVITY:** \_\_\_\_\_  
**CONTRACT/ORDER NUMBER/ TITLE:** \_\_\_\_\_  
**PERFORMANCE PERIOD COVERED:** \_\_\_\_\_  
**NAME AND TITLE OF COR:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**EVALUATION RATINGS FOR ASSESSMENT**

- EXCEPTIONAL
- VERY GOOD
- SATISFACTORY
- MARGINAL
- UNSATISFACTORY

*All value ratings must be supported, objective and explained in the Narrative Section for each Performance Objective.*

**PERFORMANCE OBECTIVES:**

A. TECHNICAL/QUALITY OF PRODUCT OR SERVICE: **Rating:** <Value>

How well does the contractor meet your Technical Requirement IAW the performance metrics in the PWS?

**NARRATIVE:** *(enter narrative in box)*

B. PROJECT MILESTONES AND SCHEDULE: **Rating:** <Value>

How well does the contractor meet the established schedule IAW the performance metrics in the PWS?

**NARRATIVE:** *(enter narrative in box)*

C. COST & STAFFING:

Rating: **<Value>**

Are the staffing levels and expertise appropriate for accomplishing the mission IAW the performance metrics in the PWS?

Were the invoices current, accurate and complete?

**NARRATIVE:** *(enter narrative in box)*

D. MANAGEMENT:

Rating: **<Value>**

How well did the contractor integrate/coordinate all activities needed to execute the contract IAW the performance metrics in the PWS?

**NARRATIVE:** *(enter narrative in box)*

**ATTACHMENT 3 – SAMPLE QUALITY ASSURANCE MONITORING FORM**

**SERVICE OR STANDARD:**

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**SURVEY PERIOD:** \_\_\_\_\_

**SURVEILLANCE METHOD (Check):**

- Random Sampling     100% Inspection     Periodic Inspection     Customer Complaint

**LEVEL OF SURVEILLANCE (Check):**

- Monthly     Quarterly     As Needed

**PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD:** \_\_\_\_\_%

**ANALYSIS OF RESULTS:**

**Observed Service Provider Performance Measurement Rate:** \_\_\_\_\_%

- Service Provider's Performance (Check):**     Meets Standards  
 Does Not Meet Standards

**Narrative of Performance During Survey Period:** \_\_\_\_\_

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**PREPARED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ATTACHMENT 4 – QUALITY ASSURANCE MONITORING FORM  
CUSTOMER COMPLAINT INVESTIGATION**

*(Only complete if there is a complaint)*

**SERVICE OR STANDARD:**

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**SURVEY PERIOD:** \_\_\_\_\_

**DATE/TIME COMPLAINT RECEIVED:** \_\_\_\_\_ **AM / PM**

**SOURCE OF COMPLAINT:**

_____	(Organization)
_____	(Phone No.)
_____	(Email Address)

**NATURE OF COMPLAINT:**

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**RESULTS OF COMPLAINT INVESTIGATION:**

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**DATE/TIME SERVICE PROVIDER INFORMED OF COMPLAINT:**

\_\_\_\_\_ **AM/PM**



**CORRECTIVE ACTION TAKEN BY SERVICE PROVIDER:**

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**RECEIVED AND VALIDATED BY:** \_\_\_\_\_

**PREPARED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_