



# **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

## **DEPARTMENT OF VETERANS AFFAIRS**

*Office of Informatics and Information Governance (OIIG)  
Health Information Governance (HIG)  
National Data Systems (NDS)*

*HIPAA Expert Determination: Freedom of Information Act Court Settlement*

**Date: *June 3, 2016***  
**OIIG Identifier HIG16-46**  
**QASP Version Number: *1.1***

**THIS DOCUMENT DOES NOT GET INCORPORATED INTO THE CONTRACT/ORDER; IT IS USED BY GOVERNMENT REPRESENTATIVES TO MONITOR PERFORMANCE AND THE GOVERNMENT HAS THE RIGHT TO CHANGE ITS METHOD OF SURVEILLANCE AT ANY TIME. THE CO/COR SHOULD PROVIDE A COPY TO THE CONTRACTOR THROUGH CORRESPONDENCE.**

## **QUALITY ASSURANCE SURVEILLANCE PLAN**

**For:** Expert Determination: Freedom of Information Act Court Settlement

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

**Contract/Order Description:** Brief description of what is being acquired

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

### **1.0 PURPOSE**

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to monitor Contractor performance. This QASP describes:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

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.

### **1.1 PERFORMANCE MANAGEMENT APPROACH**

The PWS sets forth “what” service is required as well as the performance standards associated with that task, 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 the Office of National Data Systems to monitor the Contractor’s performance to ensure the expected outcomes or performance standards 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 to what extent the 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. Required processes are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus by the Government provides the Contractor flexibility to continuously improve and innovate over the course of the contract/order as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

## **1.2 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/order regardless of whether the work is performed by Contractor employees or by Subcontractors. The Contractor’s QC program will set forth the procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The Contractor will implement a performance management system with processes to assess and report its performance to the designated government representative.

The government representative(s) will monitor performance by the Contractor to determine how the Contractor is performing against performance standards. 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.

### **1.2.1 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 3 or less, no later than 15 working days after the end of the assessment period.

## 2.0 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.

Assigned CO: **Name**, Contracting Officer

Organization: Department of Veterans Affairs, Program Contracting Activity Central

- b. Contracting Officer's Representative (COR) - 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. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Denise Zibura, 10P2, OIG

- c. Other Key Government Personnel – John Quinn, Director, National Data Systems, Health Information Governance, Office of Informatics and Information Governance, 10P2.

## 3.0 CONTRACTOR REPRESENTATIVES

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

#### **4.0 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, provided at the end of this document, or other methods to compare Contractor performance to the ALPs.

#### **5.0 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.

1. 100% INSPECTION. (Evaluates all outcomes to include tasks and deliverables.)
  - a. Each quarter, the COR shall review all of the Contractor's performance/generated documentation and document the results accordingly. This assessment shall be placed in the COR's QA file.

#### **6.0 ACCEPTABLE LEVELS OF PERFORMANCE (ALP)**

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 the Performance Metrics Section of the PWS for Contractor performance and are structured to allow the Contractor to manage how the work is performed, while providing negative incentives for performance shortfalls.

#### **7.0 INCENTIVES**

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

#### **8.0 DOCUMENTING PERFORMANCE**

##### **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.

## **9.0 FREQUENCY OF MEASUREMENT**

### **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.

### **b. Frequency of Performance Assessment Meetings.**

The COR shall meet with the Contractor **quarterly** to assess performance and shall provide a written assessment to 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.
- 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.

## 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).

**PERFORMANCE 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 OBJECTIVES:**

A. QUALITY OF PRODUCT: **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. 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)*