QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

VISN 16- 3 Stations

Fayetteville AR, Little Rock AR, Jackson, MS

Project Title: VISN 16 Home Oxygen Services

Contract Description: The contractor shall provide all resources necessary to meet the requirements as described in the Performance Work Statement (PWS). The Contractor shall provide all labor, material, supervision, equipment, supplies, and services required to provide home oxygen delivery services.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

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

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

2.1 Contracting Officer (CO) –

2.1.1. The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract 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. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

2.1.2. The contracting officer is the only person with the authority to direct the contractor, make interpretations of and changes to the contract and resolve disputes or conflicts with the contractor.

2.1.3. Designates authority for inspections and/or acceptance of services to the CORs, in writing. Issues

delegation of authority to CORs.

2.1.4. Informs the contractor of the names, duties, and limitations of authority for all personnel assigned to the contract.

2.1.5. Participates in the preparation and submission of the annual reporting.

2.2. **Contracting Officer's Representative (COR)** –

2.2.1. The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance.

2.2.2. The COR has the responsibility to monitor and document contractor performance in accordance with the PWS requirements, and the QASP.

2.2.3. Provide information necessary to assess actual or potential conflicts of interest and immediately notify the CO if subsequent situations arise.

2.2.4. Establish and maintain a COR file for quality assurance in accordance with VA procurement manual.

2.2.5. Remain abreast of changes in terms and conditions of the contract resulting from contract modifications.

2.2.6. Perform those duties/responsibilities designated by the CO in the CO Designation Letter.

2.2.7. Notify the CO, in a timely manner, when performance deficiencies are identified.

2.2.8. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

3. CONTRACTOR REPRESENTATIVES

3.1.1. The contractor shall clearly identify employees to serve as the contractor's program manager/point of contact (POC) for this contract. This manager/POC will continually keep the government informed of work status and any potential issues that may affect quality of performance.

4. PERFORMANCE ASSESSMENT

4.1 Performance Standards

4.1.1. Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets, or does not meet these standards.

4.1.2. The PWS includes clear requirements the contractor must provide. The Government shall use these requirements to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

4.2. Methods of QA Surveillance

4.2.1. Several assessment methods exist that can be used, and the selection of the assessment method is dependent on the characteristics of the item to be assessed. In very limited cases, 100 percent inspections may be used, but in most cases sampling a service on a periodic basis is sufficient. The COR shall use the surveillance methods listed below in the administration of this QASP.

4.2.2. PERIODIC INSPECTION. (Evaluates outcomes on a periodic basis. Inspections may be scheduled or unscheduled, as required.)

4.2.3. USER SURVEY. (Combines elements of validated user complaints and random sampling. Random survey is conducted to solicit user satisfaction. May also generate inspections and sampling.)

4.2.4. VALIDATED USER/CUSTOMER COMPLAINTS. (Relies on the patient to identify deficiencies. Complaints are then investigated and validated.)

4.2.5. 100% INSPECTION. (Evaluates all outcomes.)

4.2.6. RANDOM SAMPLING. (Designed to evaluate performance by randomly selecting and inspecting a sample of cases.)

4.2.7. Progress or status meetings. Quarterly meetings with Contractor as needed.

4.2.8 Analysis of contractor's progress reports. (Evaluate cost, schedule, etc.)

4.3. Collecting Feedback

4.3.1. Feedback is often used as a method of performance assessment on service contracts. CORs should establish feedback processes to allow Veterans to provide positive as well as negative feedback on the services being provided. Positive and negative feedback should be reported with substantiated performance excluding any personnel recognition.

4.3.2. Negative Customer Feedback

4.3.2.1. CORs must first validate negative customer feedback against PWS requirements.

4.3.2.2. If negative feedback is discovered to be invalid, the COR will inform the complainant of the reason(s) why it is not valid.

4.3.2.3. For valid negative comments received, the COR will notify the contractor's representative to allow opportunity for investigation. If warranted, the COR prepares a Contract Discrepancy Report and forwards it to the CO for processing. The COR should provide feedback to the complainant on the status of validated negative feedback.

4.3.3. Positive Customer Feedback.

4.3.3.1. Positive customer feedback should be validated by CORs to ensure the feedback received is not simply a normal contract requirement. Once validated, positive feedback should be sent by the COR to the contractor's representative and included in further reporting such as CPARS.

4.3.4. Use of Metrics. Data should be used to the maximum extent to document and report contractor success or failure in meeting contract requirements. If contractor generated metrics are used, the COR must sufficiently validate the accuracy of the metrics to establish confidence in their accuracy.

4.3.5. Analyzing Trends. The CORs should analyze performance assessment data for performance trends. The trending data should be used in subsequent reporting of contract performance.

4.4. Performance Assessment Report (PAR).

4.4.1. The PAR is used to document contractor assessments. PAR Section I is used to document assessment results. PAR Section II is used to document nonconformities (findings) identified during the

assessment documented in Section I and forwarded to the contractor for response. When a PAR section II is used to document nonconformity, it is known as a Contract Discrepancy Report (CDR).

4.5. Types of Nonconformities. There are two types of Nonconformities, contractor identified, or COR identified.

4.5.1. Contractor Identified Nonconformities. CORs will review contractor identified nonconformities to ensure corrective measures were successfully implemented with all necessary actions taken to prevent recurrence. If documentation exists which substantiates the contractor has identified the deficiency and timely corrective action is being taken to correct the deficiency, the deficiency may be excused from PAR with Finding. If the nonconformity has not yet been resolved but the contractor has established a timely estimated completion date (ECO) for correction and resolution, CORs will monitor the contractor's resolution efforts until the nonconformity has been corrected.

4.5.1.1. A PAR with Finding for nonconformities when the contractor has already self-identified may be considered if; the deficiency is identified as a critical item under the Service Summary, this is a repeat identification, the contractor fails to follow through with the agreed way-ahead or timeframes, contractor failed to follow its Quality Control Plan, or involves safety, environmental, or security issues.

4.5.2. COR Identified Nonconformities. Nonconformities should be documented as early as possible after discovery and CO concurrence on a CDR using PAR section II. It is then issued to the contractor with instructions on when and how to reply. When the contractor's reply is received and deemed to be acceptable, the COR will then close and file the CDR.

4.5.2.1. The COR will notify the CO and the contractor of a suspected nonconformity as soon as practicable. Follow up reports may be necessary if the situation surrounding the nonconformity is still in motion at the time of the initial CDR.

4.5.2.2. The COR will investigate to determine if the contractor has self-identified the nonconformity within their quality system. If so, the COR will revert to the process in paragraph 3.5.1 above.

4.5.2.3. Only the CO may issue a CDR to the contractor.

4.6. Performance Assessment File.

4.6.1. CORs establish and maintain a Performance Assessment File. Multiple CORs on the same contract should share common documents for increased efficiency. The performance assessment file should be electronic and paperless. These files shall be passed on to the subsequent COR appointed to the contract and shall be retained as part of the official contract file. The file must contain all records required by the COR SOP found in the VHA Procurement Manual.

4.7. Performance Assessment Types. Performance Assessment is accomplished in the following ways:

4.7.1. COR Assessment.

4.7.1.1. CORs assess and document the Performance Standards outlined in Table 1 and assess and document other requirements within their functional areas as needed. The COR should use data and nonconformities discovered to trace back the effectiveness of the contractor's quality system. CORs are more overall quality system focused ensuring the contractor's quality system is effective and complies with PWS requirements but may also at times identify nonconformities based on other actual PWS requirements as well. All assessment results are documented in the contract files and efforts should be made to assess all PWS requirements as possible.

4.7.2 Contractor Self Assessments.

4.7.2.1. The contractor assesses their own performance IAW their quality system requirements and maintains documentation of the results IAW the PWS and their quality plan. This is the vehicle whereby the contractor may generate contractor identified nonconformities and devise corrections and subsequent actions to prevent recurrence.

5. RATINGS

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

EXCEPTIONAL:	Performance significantly exceeds contract requirements to the Government's benefit.
SATISFACTORY:	Performance meets contractual requirements.
UNSATISFACTORY:	Performance does not meet contractual requirements.

6. DOCUMENTING PERFORMANCE

6.1.1. Acceptable Performance

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

6.1.2. Unacceptable Performance

When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

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

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

7. REPORTING PERFORMANCE RESULTS

7.1. Contractor Performance Assessment Report (CPAR). The CPAR is an annual report of contractor performance. It is based on the COR assessment reports generated throughout the year. CPARs are used to provide past performance information to source selection teams for consideration in other acquisitions. Therefore, accuracy, completeness, and appropriate ratings within the CPAR are critical.

8. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement.

During contract performance, the COR will yearly analyze whether the negotiated frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Assessment Meetings will be yearly.

The COR shall meet with the contractor as required to assess performance and shall provide a written assessment.

Performance Objectives	PWS Reference	Performance Threshold	Method of Surveillance
Initial Setups and Education	Para 22	98% of all initial home oxygen setups are completed timely in accordance withthis PWS.	Periodic Inspections, user survey, random sampling, and customer complaint/feedback.
Preventive Maintenance/ Technician & RT Home Environment Visits	Para 23(c)(10), 23(g), 23(i), and Para 26	98% of patient shall receive timely semi-annual routine maintenance and preventative maintenance Technician visits and or Monthly Respiratory Therapy visits as required for Ventilator patients.	Periodic Inspections, random observations, and validated customer feedback.
Patient Travel	Para 28	98% of patient travel arrangements, Contractor timeliness, and all other travel service requirements, shall comply with the PWS.	Periodic Inspections, random observations, and customer feedback.
Emergency Services	Para 31	100% of all emergency maintenance services shall be provided to all patients within two (2) hours of a call, but in no case to exceed six (6) hours of a call.	Random Sampling, User Survey, Customer Feedback
Reports	Para 11	95% of reports shall provide timely reports in accordance with their respective due dates.	Periodic Inspections, random observation, user survey, random sampling, and customer complaint.
Response Time	Para 23 (f)(i) and 23 (j)(ii)	80% of a Medical Center's geographical area calls shall be answered, within 20 seconds. The Contractor's call abandon rate shall be no more than 5% of a Medical Center's geographical area total calls per month.	Periodic Inspections, random observation, user survey, random sampling, and customer complaint

QASP ATTACHMENTS:

- QASP Attachment 1: Contract Performance Report
- QASP Attachment 2: Contract Discrepancy Report

QASP Attachment 1

<u>Contract Performance Report</u>

1. Contract Number:
2. Prepared by: (Name of COR)
3. Date and time of observation:
4. Observation:
5. Performance Rating (in accordance with QASP, paragraph 6):

_____ _____

Signature – Contracting Officer's Representative Date

QASP Attachment 2

CONTRACT DISCREPANCY REPORT	
1. CONTRACT NUMBER	2. REPORT NUMBER FOR THIS DISCREPANCY
3. TO: *(Contracting Officer)*	4. FROM: *(Name of COR)*

5. DATES		
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE

6. DISCREPANCY OR PROBLEM *(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)*	
7. SIGNATURE OF COR	Date:
8. SIGNATURE OF CONTRACTING OFFICER	Date:
9a. TO *(Contracting Officer)*	9a. FROM *(Contractor)*

10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. *(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)*	
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE	Date:
12. GOVERNMENT EVALUATION. *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*	
13. GOVERNMENT ACTIONS *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*	

14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
a. CONTRACTOR NOTIFIED				
b. COR				
c. CONTRACTING OFFICER				