

Part III – List of Documents, Exhibits, and Other Attachments

Section J – List of Attachments

Attachment J-13: Quality Assurance Surveillance Plan (QASP)

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U.S. Department of Energy Environmental Management Richland Operations Office
Occupational Medical Services Contract (OccMed)
Quality Assurance Surveillance Plan (QASP) Contract No.89303919DEM000005, Rev. 0
HPM Corporation
Issued December 31, 2018

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1 Introduction

This QASP is pursuant to the requirements listed in the Section E.3 entitled, *Quality Assurance Surveillance Plan (QASP)*. This plan sets forth the procedures and guidelines the U.S. Department of Energy (DOE), Richland Operations Office (RL) will use in ensuring the required performance standards or service levels are achieved by the Contractor, consistent with the Firm-Fixed Price (FFP) of the contract.

1.1 Purpose

This QASP provides a quality surveillance strategy for Hanford Occupational Medical Services. The primary purpose of this plan is to provide the Government's evaluation of the Contractor's key areas of performance under this Contract. The Contracting Officer (CO), in conjunction with input provided by the Contracting Officer Representative (COR), and other Subject Matter Experts (SME), will evaluate the Contractor's performance. Oversight of the Contractor's performance will assure quality and consistency of Contract performance.

The QASP defines the roles and responsibilities of all members, identifies the performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

1.2 Performance Management Approach

The Performance Work Statement (PWS) structures the acquisition around "what" service or quality level is required, as opposed to "how" the Contractor should perform the work. This QASP will define the performance management approach taken by DOE to monitor and evaluate the Contractor's performance to determine whether the expected outcomes or performance objectives communicated in the PWS are achieved.

1.3 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 Assurance Program (QAP). All work performed under this Contract regardless of whether the work is performed by Contractor employees or by Subcontractors is covered by the QAP. The Contractor's QAP 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 CO and/or COR. This QASP enables DOE to take advantage of the Contractor's QAP.

The CO and/or COR will monitor performance and review the Contractor's monthly Occupational Medical Services Utilization Report (C.3.2.2.4.2) and Program Performance Report to determine how the Contractor is performing against the performance objectives contained in this QASP. The Contractor will be responsible for making required changes in processes and practices to ensure that the Contractor delivers high quality performance.

2 Roles and Responsibilities

CO:

- The individual authorized to commit and obligate the Government through the life of the Contract. The CO is responsible for monitoring Contract compliance, Contract administration, and resolving

any difference between the observations documented by the COR, SMEs, and the Contractor. The CO will designate one full-time COR as the government authority for technical administration of the Contract. The number of SMEs serving as technical inspectors/advisors depends on the complexity of the services measured, as well as the Contractor's performance.

COR:

- The COR is designated in writing by the CO to act as their authorized representative to assist in administering the Contract and is assigned to monitor, evaluate, and maintain written records of the Contractor's performance. 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 and no action shall be taken by the Contractor until formal direction from the CO is received. The COR will have the responsibility for completing Quality Assurance (QA) surveillance forms located in Appendix 2 to document inspection and evaluation of the Contractor's work performance. Government surveillance will occur under the inspection of services clause for any services relating to the Contract. The COR will provide monthly inputs on Contractor performance to the CO and evaluate input by the Contractor. The CO can discuss with the Contractor the results of the COR's evaluation of performance.

Contractor:

- The Contractor is required to perform the contract services in accordance with the PWS and the QAP. The QAP must be compliant with EM-H-1001 entitled, *U.S. Department of Energy Office of Environmental Management Quality Assurance Program* and EM-QA-001 entitled, *EM Quality Assurance Program (QAP)*. The Contractor will:
 - Provide acceptable QAP;
 - Submit Reports/Deliverables, as required, in the PWS;
 - Attend meetings as requested; and
 - Respond to Corrective Action Reports (CAR).

General Requirements:

- In addition to specific responsibilities of the CO, COR, and Contractor, the general responsibilities of each member are:
 - Foster partnerships with the each other to ensure exchanges of information among the Other Hanford Contractors (OHC), stakeholders, and each other occurs.
 - Develop, implement, and execute performance measurement and management in accordance with the QASP.
 - Ensure that DOE and Contractor understands any unique programs impacting an acquisition (e.g., safety, security, environmental, etc.).
 - Recommend changes to this QASP.

Revisions to the QASP:

- The QASP is a tool for use in Government administration of the Contract and remains subject to revision at any time by the Government throughout the Contract performance period. Revisions to

this surveillance plan are the responsibility of the CO. Changes may be made unilaterally at the discretion of the Government. As the performance period progresses, the levels of surveillance may be altered for service areas in cases where performance is either consistently excellent or consistently unsatisfactory. If observations reveal consistently satisfactory performance, then the amount of surveillance may be reduced. If observations reveal consistent deficiencies, increased surveillance may be implemented.

3 Identification of Required Performance Standards/Quality Levels

The goal of the QASP is to ensure that Contractor's performance is effectively monitored and documented. The COR's contribution is their professional, non-adversarial relationships with all the CO, SMEs and the Contractor, which enables positive, open and timely communications. The foundation of this relationship is built upon objective, fair, and consistent COR evaluations of Contractor's performance against contract requirements.

The required performance standards and/or quality levels are included in the PWS and in Appendix 1 entitled, *Performance Requirements Summary* (PRS). The acceptable quality levels (AQL) included in Appendix 1 entitled, *PRS Table*, for the Contractor are structured to allow the Contractor to manage how work is performed while providing negative incentives for performance shortfalls. If the Contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the Contract. Failure to meet the required service or performance level may result in a deduction from the monthly FFP amount commensurate to that identified in the PRS.

4 Methodologies to Monitor Performance

The COR uses the methods contained in this QASP to ensure the Contractor is in compliance with the contract requirements. The COR is responsible for a wide range of surveillance requirements that effectively measure and evaluate the Contractor's performance. Additionally, this QASP is based on the premise that the Contractor, not the Government, is responsible for management and QA actions to successfully meet the terms of the contract.

4.1 Surveillance Techniques

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:

- **Direct Observation.**

The COR shall physically be present during clinic hours at least once a quarter and observe the Contractors' performance without direct interference with their services being provided.

- **Periodic Inspection.**

Inspections scheduled monthly and reported quarterly per COR delegation or as needed. Twenty (20) randomly selected files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with privacy and information security standards.

- **Validated User/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 feedback.

Performance management drives the Contractor to be focused on addressing customer complaints and investigating issues and/or problems. The customer always has the option to communicate feedback to the COR, as opposed to the Contractor.

Customer feedback shall be included in the Contractor’s monthly Program Performance Report. Customer feedback, to be considered valid, must set forth clearly and in writing the detailed nature of the feedback and must be forwarded to the COR or CO. Emails are an accepted form of a written feedback.

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

4.2 Ratings

The Government will rate performance using the following performance standards.

Government Performance Rating Standards	
Exceptional	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 the corrective actions taken by the Contractor was highly effective.
Very Good	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 few minor problems for which corrective action taken by the Contractor was effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element being evaluated contains some minor problems that have the potential to become a major problem when combined, which could lead to somewhat effective.
Marginal	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.
Unsatisfactory	Performance does not meet contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element of sub-element being evaluated contains serious problem(s) for which the Contractor’s corrective action appear or were ineffective.

Contractor providing personnel exceeding or lacking the minimum qualification standards, and/or performance above or below the standard will be documented in Contractor Performance Assessment Reporting System (CPARS) for the reporting period.

5 Quality Assurance Documentation

All tasks listed in this Contract shall be subject to review and remedy if deemed necessary by the CO. If any of the services do not conform with contract requirements, the Government will require the Contractor to perform the services in conformity with the contract requirements, at no additional cost to the Government.

The COR will document positive and negative (to include marginal) findings during routine surveillance. If unsatisfactory performance by the Contractor is identified, the COR will document the unsatisfactory performance. After an unsatisfactory reports has been initiated by the COR or after an initial unsatisfactory report has been completed and the discrepancy is found to still exist, the COR will work

with the CO to initiate a CAR, located in Appendix 3, to the Contractor to order that corrective action be taken. The Contractor shall forward a Corrective Action Plan (CAP) back to the CO, who will then verify with the COR that said action is acceptable to resolve the issue. The CAP shall explain reasons for substandard performance, how performance will be returned to acceptable levels, and how recurrence of the same problems will be prevented. The CO will evaluate the Contractor's CAP and determine if it is acceptable to resolve the concern.

The Contractor shall be required to correct/eliminate any deficiencies in performance in timely manner and notification begins upon receipt of the CAR by the Contractor.

- **Surveillance Form.**

The Government's QA surveillance, accomplished by the CO or COR, will be reported using the Surveillance Form located in Appendix 2. The form, when completed, will document the Government's assessment of the Contractor's performance under the Contract to ensure that the required results are being achieved.

- **CAR.**

The CAR is used when a negative routine surveillance issued exceeds the established performance threshold (i.e., unsatisfactory performance) or after an initial routine surveillance report has been completed and the discrepancy is found to still exist, requiring formal action by the CO to issue a notice of unacceptable performance via a CAR to the Contractor. After the CO issues the CAR, the Contractor must respond in writing with a CAP for the unacceptable performance issue. The COR should review the CAP to determine whether the corrective action planned will be effective in resolving the unacceptable performance. Once the corrective action is taken, the COR will monitor the situation to determine whether the unacceptable performance is corrected or until performance is satisfactory. The CAR template and instructions are located in Appendix 3.

- **Initial Contractor Performance Review (ICPR).**

The ICPR is the initial evaluation of the Contractor's performance after thirty (30) days of full responsibility. The CO and COR make a joint determination that the Contractor has successfully started performance, completed transition, is fully operational and is within the , schedule and performance parameters of the Contract. The Appendix 2 *Surveillance Form* will be used for this review, however it must include an assessment of schedule, staffing, and technical performance. Negative variations in schedule, staffing, and technical shall be reported with an assessment of root causes and CAP. Special items, such as significant Contract modifications, may also be addressed.

- **Annual Contract Performance Assessment and Report (CPAR).**

The annual CPAR assesses a Contractor's performance, both positive and negative, and provides a record on a given contract during specific period of time. Each assessment must be based on objective data (or measurable subjective data) supportable by the requirement and contract management data. The overall responsibility for a timely completion rests with the Assessing Official who is the CO for the contract. The COR, and other SMEs participate in providing narrative assessments.

6 Analysis of Quality Assurance Assessment

6.1 Determining Performance

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 CAP to show how and by what date it intends to bring performance up to the

required levels. Failure to meet the AQL will result in a deduction from the monthly FFP amount commensurate to that identified in the PRS.

6.2 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 reporting and the completed surveillance forms (Appendix 2), 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 technical, and scheduling objectives.

6.3 Reviews and Resolution

The COR may require the Contractor's Program Manager, or a designated alternate, to meet with the CO and/or COR and other Government SMEs as deemed necessary to discuss performance evaluation. The CO and/or COR 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 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 all parties;
- Projected outlook for upcoming months and progress against expected trends, including a CAP analysis;
- Recommendations for improved efficiency and/or effectiveness; and
- Issues arising from performance monitoring processes.

The COR must coordinate and communicate with the Contractor to resolve issues and concerns regarding marginal or unacceptable performance.

Decisions regarding changes to metrics, thresholds, or service level should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a contract modification by the CO.

Appendix 1

Performance Requirements Summary

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Table E-1. Performance Requirements Summary

Required Service	Performance Standard	Acceptable Quality Levels	Method of Surveillance	Negative Incentive
Performance Work Statement				
C.3.1	Transition: Contractor assures that all work for which the Contractor is responsible under the contract is continued without disruption within 90 days of NTP	100%: successful completion of transition activities within 90 days following NTP	Observation, inspection	\$500 per calendar day that completion is delayed
C.3.2	Provide planning, coordination, and quality control of all activities; provide prompt and accurate reports, plans, and schedules to assure the quality, timeliness, and effectiveness of all operations.	100% compliance	Review of Contractor-submitted data, spot inspection, and customer feedback	\$500.00 per incidence of non-compliance.
C.3.2; and C.3.4	For those positions identified in Section H Clause entitled, Qualifications of Key Personnel and Section H Clause entitled, Qualifications of Medical Personnel – Non-Key Personnel the Contractor shall provide staff with required qualifications	100% of staff occupying those positions shall have required qualifications for specific contract functions	Review of Contractor-assigned personnel resume and experience against the position description and observation of actual performance	\$500 per position, per calendar day that qualified staff is not occupying position
C.3.2; and J-2	Any monetary fines received from regulatory organizations (e.g., Occupational Safety and Health Administration, U.S. Environmental Protection Agency, Washington Industrial Safety and Health Act) are the responsibility of the Contractor, if the Contractor is responsible for the cited deficiency	100% compliance	Review of fines received	\$2,500 per incident over the AQL, plus cost of fine or penalty shall be borne by the Contractor
C.3.2.2; C.3.2.3; and C.3.2.3.3	Support to Workers' Compensation Program	The record response average turnaround time for requests is ≤ 15 working days	Review of turnaround time data	Initial Failure to meet: \$500; then \$500 for every additional working day increase in time average

Table E-1. Performance Requirements Summary

Required Service	Performance Standard	Acceptable Quality Levels	Method of Surveillance	Negative Incentive
Performance Work Statement				
C.3.2.2; C.3.2.3; C.3.2.3.3 and C.3.2.5.1.2	Records requests from the Federal Records Center normally take 4-6 days; delays in turnaround not in Contractor's control could affect turnaround times adversely and should not be considered as part of Contractor turnaround time	Upon receipt of an acceptable file from the Third Party Administrator, the Contractor will respond with a report listing all of the related referral within 5 working days	Review of turnaround time data	Initial Failure to meet: \$500; then \$500 for every additional day increase in time
C.3.2.5.1	Records Management	30 days after identification, the Contractor will have no unresolved medical records system QA/QC findings or shortcomings identified by DOE initiated external audits; all internally identified medical records system QA/QC issues or shortcomings are corrected within 30 days of self-identification	Audit and self-assessment reports	Failure to meet deadline \$500; then \$500 for every week beyond that for individual instances
C.3.2.4.5.1	Accreditation Association for Ambulatory Health Care Accreditation	Contractor Achieves AAAHC accreditation within 24 months after Contract award, as described in Section H clause entitled, Accreditation Requirements	DOE audit or AAAHC accreditation report	Failure to meet deadline \$50,000; then \$500 for every week beyond that
C.3.2.1.3	Behavioral Health Services/ Employee Assistance Program	Turnaround time for Behavioral Health Services Employee Assistance Program appointment requests: initial appointment offered within 3 days of the request	Audit and self-assessment reports	On a per appointment basis initial failure to meet is: \$500; then \$500 per appointment for every additional day

Table E-1. Performance Requirements Summary

Required Service	Performance Standard	Acceptable Quality Levels	Method of Surveillance	Negative Incentive
Performance Work Statement				
C.3.2.1.3.7	Controlled Substance/ Alcohol Testing	During standard operating hours at the main clinic, the average annual reporting of drug testing results to Contractor points of contact is made available within 24 hours for confirmed positive results	Audit and self-assessment reports	On a per appointment basis initial failure to meet is: \$5,000; then \$5,000 per appointment for every additional day
C.3.2	Prompt and accurate medical services shall be given to injured patient and employees in a medical surveillance program; if injury/illness is occupationally related, the DOE-RL Program Manager for Occupational Medicine shall be notified by close of business	100% of occupational injury/illnesses shall be reported by close of business on the day patient was seen	Review of Contractor-submitted data, spot inspection, and customer feedback	\$500 per incident over AQL
C.3.2	Prompt and accurate medical services shall be provided; schedule recurring exams within a 12 to 14 month cycle	98% of exams shall not exceed the time limits** The Contractor shall provide adequate lead time (6 weeks) to schedule; cancellations on the part of parties other than the Contractor will not be counted against the Contractor	Review of scheduling data	\$500 per incident over AQL
C.3.1, C.3.2, C.3.3, C.3.4	The Contractor shall submit deliverables on time, as required in the PWS and Section J, Attachment J-8, Contract Deliverables	98% of deliverables submitted on time, per the Deliverable schedule in Section J, Attachment J-8, and are technically accurate and complete	DOE Surveillance	\$500 for each documented instance when a report is submitted after the schedule due date, or is not technically accurate or complete
C.3.1	Phase Out and Closeout Activities: Contractor shall provide all necessary support for a smooth Contract	The Contractor provides support for an effective and efficient transition and closeout of the Contract	Observation and surveillance	Maximum of \$500 for each documented instance when performance is

Table E-1. Performance Requirements Summary

Required Service	Performance Standard	Acceptable Quality Levels	Method of Surveillance	Negative Incentive
Performance Work Statement				
	transition at the end of the Contract period			deemed unsatisfactory
<p>AAAHC = Accreditation Association for Ambulatory Health Care AQL = Acceptable Quality Level NTP = Notice to Proceed PWS = Performance Work Statement QA/QC = Quality Assurance/Quality Control * This timeline may be extended if justified by the Government. **This assumes the employee is available at the scheduled appointment time; tardiness on the part of the employee will not be a factor against the Contractor. The time may be extended if justified by the circumstances of the appointment.</p>				

Appendix 2
Surveillance Form

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Surveillance Form

Service or Standard Reviewed:			
Survey Period:			
Surveillance Method (check):			
<input type="checkbox"/> Direct Observation	<input type="checkbox"/> Periodic Inspection	<input type="checkbox"/> Validated User/Customer Feedback	
Level of Surveillance (check):			
ICPR	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> As Needed
Percentage of Items Sampled During Survey Period:		_____ %	
Analysis of Results:			
Service Provider's Performance (check):			
<input type="checkbox"/> Meets Standards		<input type="checkbox"/> Does Not Meet Standards	
Narrative of Performance During Survey Period:			
Prepared By:		Date:	
CO Signature:		Date Received:	

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Appendix 3
Corrective Action Report

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Corrective Action Report (CAR)		
(If more space is needed, use a continuation sheet and identify by contract number/control number)		
1. Contractor Name	2. Contract Number/Task Order	3. Contract Name/Program Title
4. COR's Functional Area/Office Symbol	5. Suspense Date	6. Control Number
7. Deficiency	<input type="checkbox"/> Major	<input type="checkbox"/> Minor
Finding:		
Finding Impact:		
Contractor: Please respond with a written corrective action plan that details the corrective action of the cited deficiency, the cause of the deficiency, and the actions taken to prevent recurrence by Suspense Date in Block 5.		
8. Contracting Officer Representative (COR) Personnel		
Typed/Printed Name and Grade		Signature and Date
9. Issuing Authority		
Typed/Printed Name and Grade		Signature and Date
10. COR response to Contractor corrective action and action taken to prevent recurrence.		
11. COR Determination <input type="checkbox"/> Accepted <input type="checkbox"/> Rejected		12. CO Concurrence/Signature and Date
13. CAR Closed		14. Date Sent to Contractor