

Attachment 9

QUALITY ASSURANCE SURVEILLANCE PLAN: INTENSIVE SUPERVISION APPEARANCE PROGRAM

1.0 Introduction

This Quality Assurance Surveillance Plan (QASP) is based on the premise that the contractor is responsible for complying with all the requirements listed in the Statement of Work (SOW) entitled “Intensive Supervision Appearance Program” as well as its subsequent attachments. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. This QASP sets forth the procedures and guidelines Alternatives to Detention will use in evaluating the technical performance of the service contractor.

1.2 Purpose

This QASP is designed to provide an effective surveillance method to monitor the contractor’s performance relative to the requirements listed in the SOW/Attachments. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the contractor is required to furnish.

The purpose of this QASP is to describe the systematic methods used to measure performance and to identify the reports required and the resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting performance standards as identified in the SOW and its attachments. This QASP is designed to define roles and responsibilities, identify the performance objectives, define methodologies used to monitor and evaluate the contractor’s performance, describe quality assurance reporting, and describing the analysis of quality assurance monitoring results.

1.3 Performance Management Strategy

1.3.1 The contractor shall develop a Quality Control Plan (QCP) which will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, and other performance requirements in the SOW and its attachments. The contractor must develop and implement a performance management system with processes to assess and report their performance to the COR.

1.3.2 The COR will monitor performance and determine how the contractor is performing against the performance objectives stated in Section 7.0 - Tasks and Deliverables, of the SOW. The Government will make decisions based on performance data and notify the contractor of those decisions. If it is determined that the contractor is not completing services and it is deemed negligent/fraudulent, there will be a 2% deduction on total monthly billing for the month in which discrepancies were found. The contractor will be responsible for making required changes in the processes and practices to ensure performance is effectively managed.

2.0 Government Roles and Responsibilities

The following personnel must oversee and coordinate surveillance activities.

2.1 Contracting Officer (CO)

The CO must ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and must safeguard the interests of the United States in the contractual relationship. The CO must 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.

2.2 Contracting Officer’s Representative (COR)

The COR is responsible for technical administration of the contract and must assure proper Government surveillance of the contractor’s performance. The COR must keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government’s behalf.

3.0 Definitions

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of total monthly invoice payment withheld pending correction of a deficiency. See Section 6.0 – Methods of Surveillance for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 4 and 5) if the COR and Contracting Officer confirm resolution or correction and should be included in the next month’s invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur in accordance with the percentages listed in Section 6.0 – Methods of Surveillance. The contractor will be notified immediately if such a situation arises. The Contracting Officer in consultation with ATD will determine the amount of the deduction.

Amounts deducted or withheld are calculated on the total monthly invoice and deducted amounts are not recoverable.

4.0 Failure to Meet Performance Standards

The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the contractor’s activities gained through site inspections, reviews of documentation, interviews and other feedback. As a result of its surveillance, the contractor will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance

At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.
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Using the above standards as a guide, the Contracting Officer will implement adjustments to the contractor's monthly invoice as prescribed in Section 6.0 – Methods of Surveillance.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the contractor's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the contractor has failed to take timely action on a deficiency about which he was properly and timely notified.

The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event or may continue until the contractor has either corrected the deficiency or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. In no event will the withhold or deduction exceed 100% of the invoice amount.

5.0 Notifications

- (a) Based on the inspection of the contractor's performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the Contract Discrepancy Report (CDR) located at Attachment 9B. To the extent practicable, issues should be resolved informally, with the COR and contractor working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the contractor with a date when a response is due. Upon receipt of a CDR, the contractor shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the contractor shall return the CDR with the action planned or taken noted. After the COR reviews the contractor's response to the CDR including its planned remedy or corrective action taken, the COR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the contractor.
- (c) The COR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies (see Emergency Readiness and Continuity of Operations Plan).
- (d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COR's recommendation and forward the CDR along with any relevant supporting information to the contractor in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 5 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed,

or a deduction may be taken.

- (e) Following receipt of the contractor’s notification that the correction has been made, the COR may re-inspect. Based upon the COR’s findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the contractor terminates the contract, those funds will not be released. The contractor may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the contractor is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COR will maintain a record of all open and resolved CDRs.

6.0 Methods of Surveillance

The below listed methods of surveillance must be used in the administrative of the QASP. In addition to specific instructions that may be mentioned, the appropriate and standardized form that is to be used for documentation for QA surveillance is the surveillance activity checklist.

Required Task List Item No.	Desired Outcome	Performance Indicator	Performance Standard	AQL	Surveillance Method/Frequency	Withhold or Deduction if AQL is not met. % of total monthly invoice
1.	Transition	As required by approved Transition Plan	Complete 100% of transition activities within 6 months of award	100%	COR Monitoring	Up to 5% per week of delay
2.	Conduct and Document Internal Quality Assurance Audits	As required in 6.4 of the SOW	Review and update Quality Control Procedure as required	100%	Monthly Review of Site Program Manager’s Internal Audits	Up to 10%

3.	Develop and Implement Mobile Application - Case Management /Monitor System	As required in Attachment 1	Annually within 60 days of exercising contract renewal option or at direction of CO	99.999 %	Annual Review of Network Monitoring System	Up to 20%
4.	Develop and Implement Mobile Application – Case Management/ Monitor System	As required in Attachment 1	Annually within 60 days of exercising contract renewal option or at direction of CO	99.999 %	Annual Review of Network Monitoring System	Up to 20%
5.	Create and Maintain Case Records	As required in 6.1.g.ii of the SOW	Daily	99%	Quality Assurance Site Visit	Up to 10%
6.	Conduct Program Enrollments & Orientations with Participants subscribed to Home Visits and Office Visits	As required in 6.1.f of the SOW	Daily or as requested	100%	Review of Case Management/ Monitoring Systems and Quality Assurance Site Visit	100% return on service charge
7.	Develop Individual Service Plans (ISP) for each Participant subscribed to Office Visits	As required in 6.1 of the SOW	Update ISP at a minimum of each month or at each office visit	100%	Quality Assurance Site Visit (Review of Case Management/ Monitoring Systems)	Up to 5%.

8.	Conducts Residence Verification	As required in 6.1.c of the SOW	As required	99%	Review of Case Management/ Monitoring Systems and Quality Assurance Site Visit	100% return on service charge and/or up to 5%
9.	Conducts Home Visits	As required in 6.1.e of the SOW	As required	99%	Review of Case Management/ Monitoring Systems and Quality Assurance Site Visit	100% return on service charge and/or up to 5%
10.	Maintain GPS Equipment Inventory	As required in Attachment 1	As required to fulfill SOW requirement	5% of current active GPS Population	Monthly GPS count	Up to 10%
11.	Maintain Optimal GPS Performance	As required in Attachment 1	As required to fulfill SOW requirement	99.999% reliability and up time annually; no more than 8.76 hours down time annually	Monthly	Up to 20%
12.	Provide Translator Services	As required in 6.5 of the SOW	As required	95%	Monthly	Up to 1%

13.	Develop and Enforce Contractor Employee Standards of Conduct	As required in 5.0 of the SOW	Annually within 60 days of exercising contract renewal option; 24 hours a day, 7 days a week, and 365 days a year	100%	Annually	Up to 5%
14.	Contractor Personnel Report	As required in 4.0 of the SOW	Monthly	98%	Monthly	Up to 1%
15.	Contractor Staff Training Report	As required in 6.3.ii of the SOW	Monthly or As Requested	100%	Monthly	Up to 1%
16.	Reports Requirements	As required in 6.10 of the SOW as well as Attachment 8	Requirements vary by report	99%	Annually	Up to 1%
17.	Monthly Program Review	As required in 7.0 of the SOW	Monthly overview of the program	100%	Monthly	Up to 10%
18.	Maintain Participant to Case Specialist Ratio	As required in 6.0 of the SOW	Monthly	100% (unless waived by the Government)	Monthly	Up to 10%