

**Quality Assurance Surveillance Plan (QASP)**  
**Contract# 640-15-1-032-0012 - Health Care Resources (HCR)**

**The contractor will be evaluated in accordance with the following:**

**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 through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

**2. 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 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.

Assigned CO:

Organization or Agency:

- b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall 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.

Assigned COR:      Francis Seftel  
                             Program Specialist  
                             VAPAHCS-Medical Service  
                             COR

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Organization or Agency:

## **3. CONTRACTOR REPRESENTATIVES**

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract. Primary:

## **4. PERFORMANCE STANDARDS**

**The contractor is responsible for performance of ALL terms and conditions of the contract.**

CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined.

Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

## **5. INCENTIVES/DEDUCTS**

The Government shall use past performance as incentives. Incentives shall be based on ratings received on the performance standards. **MONETARY INCENTIVES: NONE**

## **6. METHODS OF QA SURVEILLANCE**

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

- a. **DIRECT OBSERVATION.** 100% surveillance: Used in monitoring attendances. This will be done by the Cardiologist.
- b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed. Five (5) randomly selected patient files in CPRS will be reviewed per quarter. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards. If less than 5 cases were provided under the contract within a single quarter, all patient files for services rendered will be reviewed. Random inspections may also occur when requested by the COR or CO.
- c. **VALIDATED USER/CUSTOMER COMPLAINTS.** Customer complaint data will be reviewed as an issue arises and is escalated to the level of the facility Patient Advocate or Director. Complaint will be reviewed by the COR, Section Chief, and Service Chief. Any validated complaints against a Contractor that are not resolved within the required seven day period will be further investigated and may require administrative action.
- d. **ANNUAL PERFORMANCE REVIEW.** Contractor will conduct a performance review with each contract personnel to include a self-assessment and feedback from the staff Cardiologist, or any other facility

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personnel that the Contractor works with under the contract. Contractor will develop performance review elements in corroboration with the COR. Any changes made to performance review elements must be approved by the COR. Contractor will maintain records of annual performance reviews and send a copy of completed performance reviews to the COR on an annual basis.

e. ONGOING PROFESSION PRACTICE EVALUATION (OPPE). If a contract personnel is a licensed independent practitioner (LIP), an OPPE will be conducted semiannually. This review will provide specific data to help determine performance conduct and performance. The review will include, but not be limited to: aggregate data, risk adjusted data, comparative data with peers within the same specialty and benchmarks against national standards. Criteria will include, but is not limited to: operative and other clinical procedures, pattern of blood and pharmaceutical usage, requests for tests and procedures, length of stay patterns, morbidity and mortality data, or practitioner's use of consultants. Number of cases reviewed and number of deficiencies in care will be documented for each element by VAPAHCS.

f. VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR. All documentation required for the contract will be sent to the COR via email or fax. The COR will validate all documentation submitted using CPRS, facility personnel, and other resources available. Any matters that the COR cannot validate will be presented to the CO for review.

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### PERFORMANCE MEASURES

| Measure  | PWS Reference   | Performance Requirement   | Standard  | Acceptable Quality Level                               | Surveillance Method  | Incentive                                    | Disincentive   |
|--|-----------------|---|---|--|--|--|--|
| Key Personnel  | 5.1<br>5.2      | Provide required personnel as specified in the requirements.  | Qualified personnel are available and on-site as needed to properly perform tasks as specified. | 100%   | Documentation provided by Contractor;<br>Direct observation;<br>Periodic Random inspection | Favorable contactor performance evaluation   | unfavorable contractor performance evaluation  |
| Documentation  | 5.2.j,<br>5.2.k | Submit documentation of services provided in patient's electronic medical record in CPRS.               | Services provided will be documented in CPRS as required by VAPAHCS policy.                     | 90%  | Periodic inspection;<br>OPPE   | Favorable contractor performance evaluations | Unfavorable contractor performance evaluation  |
| Patient Safety   | 5.2.l<br>6      | Patient safety incidents must be reported.  | All incidents reported promptly (within 24 hours of discovery).                                 | 100%   | Direct Observation   | Favorable contactor performance evaluation   | Unfavorable Contractor performance evaluation or potential removal of contract personnel.                |
| Licensing Registration, and Certifications (as applicable) | 4.a.<br>6       | Updated licensing, registration and certifications will be provided as they are renewed.                | Licensing and registration information kept current.  | Contract Provider records will be kept 100% up-to-date | Documentation provided by Contractor;<br>Periodic Random Inspection                        | Favorable contactor performance evaluation   | Unfavorable contractor performance evaluation  |
| Mandatory Training   | 5.2.l           | Contractor completes all mandatory required training  | Contractor will complete all required training per VAPAHCS policy.                              | 100%   | Documentation provided by Contractor   | Favorable contactor performance evaluation   | Suspension or termination of all physical and/or electronic access privileges until training is complete |
| Timely Invoicing   | 8               | Within 30 days of when services were provided, the vendor shall provide itemized, electronic invoicing. | All itemized invoices provided within 30 days of end of each month services delivered           | 100%   | Periodic Inspection;<br>Documentation provided by Contractor                               | Favorable contactor performance evaluation   | Unfavorable contractor performance evaluation  |

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| Privacy, Confidentially and HIPPA | 5.2.1 | Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA and complies with all standards | Zero breaches of privacy or confidentiality | 100% | Contractor to provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6. | Favorable contractor performance evaluation | Immediate removal from contract |
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### 7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

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| <b>EXCEPTIONAL:</b>                                | <p>Performance meets contractual requirements (AQL) and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p><b>Note:</b> To justify an <b>Exceptional</b> rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</p>   |
| <b>VERY GOOD:</b>                                  | <p>Performance meets contractual requirements (AQL) and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p><b>Note:</b> To justify a <b>Very Good</b> rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</p>  |
| <b>SATISFACTORY:</b><br>(Acceptable Quality Level) | <p>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.</p> <p><b>Note:</b> To justify a <b>Satisfactory</b> rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</p>  |
| <b>MARGINAL:</b>                                   | <p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed 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.</p> <p><b>Note:</b> To justify <b>Marginal</b> performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A <b>Marginal</b> 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).</p> |
| <b>UNSATISFACTORY:</b>                             | <p>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 being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p><b>Note:</b> To justify an <b>Unsatisfactory</b> rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the</p>  |

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|  | <i>GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An <b>Unsatisfactory</b> 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).</i> |
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### 8. DOCUMENTING PERFORMANCE

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will 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 CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

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

### 9. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement.

The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Reporting.

The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

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### 10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:



Francis Seftel, Staff Assistant

10/09/2014

DATE

SIGNED:

CONTRACTOR NAME/TITLE

DATE