

Quality Assurance Surveillance Plan (QASP)

Associate Chief, Orthopedic Surgery

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: Joel Felberg, Contracting Officer 612-344-2168

Organization or Agency: VA Network-23 Contracting Office

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: Lynda Dent, AO Surgery/Specialty Care 612-467-2384

Organization or Agency: Minneapolis VA Health Care System

3. CONTRACTOR REPRESENTATIVES

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

Primary:

Alternate:

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. Incentives for this service will be favorable contractor performance evaluations. Deducts will be unfavorable contractor performance evaluations. There will be no monetary incentives or deducts.

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.

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- a. **DIRECT OBSERVATION.** For this service, 100% direct observation will not be performed by the COR.
- b. **PERIODIC INSPECTION.** Quarterly periodic inspection will be completed by the PSL Director or designee and reported to the COR. Physical presence is checked on a monthly basis by COR checking with the using service to see if provider is present in the medical center and providing the services as required by the contract. Additional monitoring is provided through On-going Provider Practice Evaluations (OPPE) every 6 months.
- c. **VALIDATED USER/CUSTOMER COMPLAINTS.** Discussion with individuals involved in patient care and who are familiar with the provider's work will be randomly polled quarterly or as needed by the COR.
- d. **RANDOM SAMPLING.** Patient charts will be randomly sampled semi-annually by COR reviewing up to 10 randomly selected CPRS records to verify required documentation and for resident supervision. (All reviews and reports will be conducted in compliance with VA Privacy and Information Security Standards.)
- e. **VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR:** COR will work with the Medical Staff Office to verify maintenance of valid license & other credentialing requirements. Documentation is verified annually.

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PERFORMANCE MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
1-Provider Quality Performance	Section 4.2 and Section 4.5	Contract physician(s) must be providing services in accordance with PWS requirements and clinical standards	100% of care provided within PWS requirements and clinical standards of care	100%	OPPE	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation. Possible removal from contract until such time the contract physician meets qualification standard.
2- Key Personnel	2.1.1; 2.1.2. and 2.1.4.	Contract physician(s) must have current board certification and must meet the qualifications in accordance with PWS requirement	All contract physician (s) are board certified and are qualified to perform services required in the PWS	100% No deviations accepted.	Random Inspection of qualification documents	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician (s) meet qualification standard.
3- Scope of Practice/Privileging	2.1.3. thru 2.1.3.1.	Contract physician(s) perform within their individual scopes of practice/privileging	All contract physician(s) perform within their scope of practice/privileges 100% of the time.	All (100%) contract physician (s) perform within their scope of practice/privileges 100% of the time. No deviations accepted.	Random Inspection of records.	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician (s) meet qualification standard.
4- Patient Access	3.2. thru 3.2.3.4.	Contract physician (s) shall be on time, onsite, in location providing services in accordance with the PWS requirements	All (100%) contract physician (s) are on time and available to perform services.	Contract physician (s) are on-time and available to perform services 100% of the time	Periodic Sampling of Time and Attendance Sheets	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
5- Patient Safety	4.5.3.4.	Patient safety incidents shall to be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)	All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.	All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident. No acceptable deviation.	Direct Observation	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation

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6- Maintains Licensing, Registration, and Certification	2.1.1. thru 2.1.5.	Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) and certification(s) for contract physician (s) shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) and certification(s) for contract physician (s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.	Periodic Sampling and Random Sampling	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician (s) meet qualification standard.
7- Mandatory Training	2.1.6 thru 2.1.6.7.	Contractor shall complete all required training per VAMC policy	All (100%) of required training is complete on time by contract physician (s).	100% completions, no deviations.	Periodic Sampling	Favorable contractor performance evaluation.	Suspension or termination of all physical and/or electronic access privileges and removal from contract until such time as the training is complete
8- Privacy, Confidentiality and HIPPA	4.4.1; 4.4.2; 4.4.3. and 4.4.5.	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	All (100%) contractor physician (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA	100% compliance; no deviations.	Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.	Favorable contractor performance evaluation	Unfavorable performance evaluation and Immediate removal from contract
9- Clinical Information Documentation	4.4.4. and 4.3.3.	Patient care documentation completed and indicates resident supervision, staff attending notes, and daily attending notes	Documentation is complete and timely and complies with medical center policy	95% compliance	OPPE	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation. Possible removal from contract until such time the contract physician meets qualification standard

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10- Resident Supervision	4.3.1. thru 4.3.4.1.	Provides resident training and supervision and all supervision is documented	Complies with Resident Supervision Handbook 1400.01 and MVAHCS policies regarding Residents	95% compliance	Clinical observation & random audit of CPRS notes to ensure compliance	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
11- Productivity	4.5.1.1.9.	Meets minimum AMGA work RVU productivity measurement for orthopedic surgeon	7,981 annual work RVUs per FTE based on AMGA 2013 Physician productivity survey	100% annual work RVUs based on AMGA metrics and prorated by clinical FTE hours	Semi-annual COR calculation of work RVUs per encounter data	Favorable contractor performance evaluation	Unfavorable performance evaluation

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7. RATINGS

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

EXCEPTIONAL:	Performance meets contractual requirements 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. <i>Note: To justify an Exceptional 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.</i>
VERY GOOD:	Performance meets contractual requirements 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. <i>Note: To justify a Very Good 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.</i>
SATISFACTORY:	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. <i>Note: To justify a Satisfactory 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.</i>
MARGINAL:	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. <i>Note: To justify Marginal performance, you should 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).</i>
UNSATISFACTORY:	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. <i>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem 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).</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.
- c. 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.
- d. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See sample of CDR below.

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CONTRACT DISCREPANCY REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
5. DATES				
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE		
6. DISCREPANCY OR PROBLEM <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i>				
7. SIGNATURE OF COR				Date:
8. SIGNATURE OF CONTRACTING OFFICER				Date:
9a. TO <i>(Contracting Officer)</i>		9a. FROM <i>(Contractor)</i>		
10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i>				
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE				Date:
12. GOVERNMENT EVALUATION. <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
13. GOVERNMENT ACTIONS <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

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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 negotiated 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.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED: _____
COR NAME/TITLE: Lynda Dent, AO Surgery/Specialty Care-PSL

DATE

SIGNED: _____
CONTRACTOR NAME/TITLE:

DATE