

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) ST Cloud VAHCS, Pharmacy

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: Daniel Vagts
Organization or Agency: NCO 23, MN

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: Lois Schofield
Organization or Agency: St. Cloud VAHCS, Pharmacy

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. Inclusion of any monetary incentives requires approval through the Department's Senior Procurement Executive (SPE).

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. RANDOM SAMPLING. At least 20 (twenty) randomly selected patient files will be reviewed per quarter by the COR of the affected inpatient veterans. Contractor will be notified of any discrepancies found. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.

b. Verification and/or documentation provided by Contractor. All information is comparable in the VA computer VISTA program. This will be reviewed before invoice is accepted by the VA from the contractor on a monthly basis. Questions and discrepancies will be reviewed with COR and contractor.

PERFORMANCE MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
Provider Quality Performance	4.4.	All contract provider (s) shall perform in accordance with clinical standards	100% of care provided within clinical standards of care	100%	Random inspection of prescriptions	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract provider (s) meet qualification standard.
Qualifications of Key Personnel	4.4.3.2	All contract provider(s) shall have current board certified in accordance with PWS requirements.	All (100%) contract provider (s) are board certified.	100% No deviations accepted.	Random Inspection of qualification documents	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract provider (s) meet qualification standard.
Scope of Practice/ Privileging	4.1.	Contract provider(s) perform within their individual scopes of practice/privileging	All (100%) contract provider (s) perform within their scope of practice/privilege 100% of the time.	All (100%) contract provider (s) perform within their scope of practice/privilege 100% of the time. No deviations accepted.	Random Inspection of records.	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract provider (s) meet qualification standard.

Patient Access	4.4.3.3.	Contract provider (s) shall be available and in location as needed to properly perform tasks	All (100%) contract provider (s) are on time and	Contract provider (s) are on-time and available to perform services	Random inspection of prescriptions	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
Patient Safety	4.4.3.4.	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.	Random inspection of patient files	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
Licensing, registration, and certification	2.1.- 2.1.4.	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 provider (s) shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) and certification(s) for contract provider (s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.	Periodic Sampling and Random Sampling	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation. Removal from contract until such time the contract provider (s) meet qualification standard.
Mandatory Training	4.4.3.5.	Contractor shall complete all required training per VAMC policy	All (100%) of required training is complete on time by contract provider (s).	100% completions, no deviations.	Periodic Sampling	Favorable contactor 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
Privacy, Confidentiality and HIPPA	4.3.2.	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA and Zero breaches of privacy or confidentiality complies with all standards	All (100%) contractor provider (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 contactor performance evaluation.	Immediate removal from contract

7. RATINGS

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

EXCEPTIONAL:	<p>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.</p> <p>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.</p>
VERY GOOD:	<p>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.</p> <p>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.</p>
SATISFACTORY:	<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>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.</p>
MARGINAL:	<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>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).</p>
UNSATISFACTORY:	<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>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).</p>

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. See Sample CDR below. 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. *(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)*

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				

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.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

Lois Schofield, COR
DATE

SIGNED:

CONTRACTOR NAME/TITLE	DATE
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