

## QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

**For:** Pharmacy Benefit Management Services

**Contract Number:** <Government will enter number upon award>

**Contract Description:** The Veterans Affairs Palo Alto Health Care System (VAPAHCS) requires a Contractor to provide comprehensive pharmacy benefit management services as required by VAPAHCS to ensure veterans of Stockton (STK), Sonoma (SON), Modesto (MOD), Livermore (LVD), Monterey (MTY), Capitola (CAP) Fremont (FRE), and San Jose (SJC) Community Based Outpatient Clinics (CBOCs) have access to Contractor's pharmacies for obtaining urgently or emergently needed prescription medications when ordered by authorized VAPAHCS providers

**Contractor's name:** \_\_\_\_\_ (hereafter referred to as the contractor).

### 1. PURPOSE

- a. 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
- b. 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.
- c. 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. 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:** <Upon award, Government will enter name>

- 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:** <Upon award, Government will enter name>

- c. Other Key Government Personnel – <Upon award Government will enter name, if applicable. This may include Performance Monitors, Clinical Quality experts, etc. who act on behalf of the COR to monitor performance.>

### 3. CONTRACTOR REPRESENTATIVES

The following employees of the contractor serve as the contractor’s program manager for this contract.

- a. Program Manager - <Offeror will enter name.>
- b. Other Contractor Personnel - <Offeror will enter name(s) or delete these lines if not applicable>  
Title: <Enter title(s) or delete these lines if not applicable.>

### 4. PERFORMANCE STANDARDS

- a. Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.
- b. The Performance Requirements Summary Matrix below includes performance standards. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL) on a quarterly basis.
- c. Contractor will be held to the same standard as VA personnel through quality assurance and performance monitoring to ensure compliance under this Contract. The Quality Assurance and Performance Monitoring will be governed by the appointed COR who will be responsible for verifying compliance with the terms and conditions of the contract. After the contract is awarded, any incidents as evidenced by the monitoring procedures will be forwarded immediately to the Contracting Officer. In addition, the COR will forward the summary evaluation of the contractor performance to the Contracting Officer once performance ends.

Task	SOW Para.	Standard	Acceptable Quality Level	Surveillance Method	Incentive
1	14, 19	Prescription charges are only for authorized VAPAHCS Veterans.	100%	Random Sampling	Positive Past Performance Evaluation in CPARS.
2	21, 22	Invoices are in accordance with the pricing schedule.	100%	Periodic Inspection	Positive Past Performance Evaluation in CPARS.
3	23	Documentation of VA privacy training and signing of the Rules of Behavior is submitted by Contractor.	100%	Documentation by Contractor	Positive Past Performance Evaluation in CPARS.
4	24	No complaints are received regarding level of Service.	100%	Validated complaints	Positive Past Performance Evaluation in CPARS.

## 5. INCENTIVES/DEDUCTS

No monetary incentives or deducts will be included. Contractor performance will be notated in CPARS upon completion of the contract period of performance.

## 6. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. There will be quarterly meetings held with the Contractor to discuss any issues. In addition, the COR shall use the following surveillance methods in the administration of this QASP:

- a. Direct Observation. N/A
- b. Periodic Inspection. Invoices shall be audited by the COR for appropriateness to ensure calculated charges are accurate.
- c. Validated User/Customer Complaints. Complaints from veterans or providers shall be documented via email and forwarded to the contracting officer.
- d. Random Sampling. Random sampling of patient names listed on the monthly detailed invoice shall be verified in CPRS to ensure prescriptions charges are only for VAPAHCS Veterans.
- e. Verification and/or documentation provided by Contractor. Contractor to provide documented evidence that applicable employees complete the mandatory VA privacy training and sign the Rules of Behavior within one week of the initiation of the contract or hire of a new employee who has access to VA information.

## 7. RATINGS

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

The rating method may depend on the monitoring techniques you select. One rating method may be used for all standards or multiple methods may be used.

<b>EXCEPTIONAL:</b>	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. <b>Note:</b> To justify an <b>Exceptional</b> rating, <u>multiple</u> significant events will need to be identified in each category. 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.
<b>VERY GOOD:</b>	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. <b>Note:</b> To justify a <b>Very Good</b> rating, at least one significant event needs to be identified in each category. Also there should have been NO significant weaknesses identified.

<b>SATISFACTORY:</b>	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. <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.
<b>MARGINAL:</b>	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. <b>Note:</b> To justify <b>Marginal</b> rating performance, there should be a significant event in each category that the contractor had trouble overcoming and had an adverse impact on 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).
<b>UNSATISFACTORY:</b>	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. <b>Note:</b> To justify an <b>Unsatisfactory</b> rating, multiple significant events needs to be identified in each category that the contractor had trouble overcoming and must have a negative impact on the 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).

## 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 CO determines formal written communication is required, the CO shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager.
- 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.

## 7. FREQUENCY OF SURVEILLANCE.

- a. Frequency of Surveillance. During contract performance, the CO will periodically analyze whether the frequency of surveillance is appropriate for the work being performed with the COR.

- b. Performance Assessment Meetings. The COR shall meet with the contractor Quarterly to assess performance and shall provide a written assessment.

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Printed Name/Signature – Contractor Representative

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Printed Name/Signature – Contracting Officer’s Representative