

Quality Assurance Surveillance Plan (QASP)

VA249-17-R-0077

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: NC09 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:

Organization or Agency: Robley Rex VA Medical Center, Louisville, Kentucky

3. CONTRACTOR REPRESENTATIVES

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

Primary

Alternate

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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.

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. **VALIDATED USER/CUSTOMER COMPLAINTS:** (Relies on the provider to identify deficiencies. Complaints are then investigated and validated)

Performance ID 1

- b. **100% INSPECTION** (Evaluates all outcomes)

Performance ID 2

Performance ID 3

Performance ID 4

Performance ID 5

Performance ID 6

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Task	ID	Indicator	Standard	PWS Reference	Acceptable Quality Level	Frequency	Method of Surveillance	Disincentive
Timeliness of Treatments	1	All treatments will be performed in accordance with VAMC physician's orders in terms of timeliness and duration of treatment.	All complaints will be thoroughly investigated to determine validity.	Para. I.A	100%	Quarterly	COR will investigate reported complaints	For complaints determined valid, payment for that treatment will be reduced by 50%,
Required Training	2	Each provider and staff member assigned to this contract is required to complete mandatory annual Health Insurance Portability and Accountability Act (HIPPA) training.	All required training is completed within assigned timeframe.	Para. V.D.3	90%	Quarterly	Completion of training is tracked in the training system (TMS) and monitored by Medical Service Personnel	Suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.
Bacteria Cultures	3	Per the standards of accreditation organizations, biweekly bacteria testing of the water system (RO) will be conducted by the contractor. Monthly reports will be provided to the Medical Service Office.	Monthly reports reflecting the results of biweekly bacteria testing of the water system (RO). Testing will be performed 100% of the time. Results to be communicated monthly to Med Svc Office.	Para. V.C.b	100%	Quarterly	Results will be logged and maintained in Medical Service Office	Noncompliance may result in unfavorable contractor performance evaluation, which could result in suspension or not exercising option period.
Action plan for results not meeting standards	4	For culture results that do not meet AAMI standards, a plan of action and follow-up plan will be	Written action and f/up plans will received in Med Svc within 1 week	Para. V.C.f	95%	Quarterly	Action plans will be logged and maintained in Medical Service	Noncompliance may result in unfavorable contractor performance

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		communicated to the Medical Service Office.	of results not meeting standards				Office	evaluation, which could result in not exercising option period.
Documentation requirements	5	Treatment documentation shall be entered into CPRS electronically and signed within 24 hours	Timeliness of documentation will be monitored on a monthly basis. The date and time will be utilized to determine compliance	Para. I.D	95%	Quarterly	Chart review by Medical Service Staff	Payment for services rendered for patients without documentation will be withheld. For untimely documentation,
Staff Competencies	6	Contractor will provide copies of Nursing Staff's Annual Competencies, performance evaluations, License and BLS cards	Current information will be provided to VAMC ACN Med Svc by Dec. 31 annually.	Para. I.D	100%	Quarterly	Annual Competency Folder Audit by Medical Service Staff.	Suspension or termination of all privileges and removal from work on the contract until such time competency information is provided to the VAMC.

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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:

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

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- 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.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE

DATE

SIGNED:

CONTRACTOR NAME/TITLE

DATE