

**Department of Veterans Affairs - VA New York Harbor Healthcare System
Quality Assurance Surveillance Plan (QASP) for:
Contract for Physical/Occupational Therapists**

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: James P. Vickerman

Organization or Agency: Medical Sharing Branch of Network Contracting Office 2

b. Contracting Officer's Technical 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: Evan Perdikogiannis, Health System Specialist, Administrative Officer

Organization or Agency: VA New York Harbor Healthcare System

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 standards (Inclusion of any monetary incentives requires approval through the Department's 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. **DIRECT OBSERVATION.** 100% surveillance: (If this method is used, define how surveillance will be accomplished.)
- b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed. (Define what and how often it will be inspected. For example, ten (10) randomly selected patient files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.)
- c. **VALIDATED USER/CUSTOMER COMPLAINTS.** If this method is used, explain how data will be collected and reported.
- d. **RANDOM SAMPLING.** If this method is used, define what and how often it will be sampled. (For example, ten (10) randomly selected patient files will be reviewed per quarter. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.)
- e. **VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR.** Review PWS and if this method of surveillance is selected, define how documentation will be verified and how assessment will be conducted. (For example, off-site contracts may require the contractor to provide information on services provided to patients.)

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PERFORMANCE MEASURES

Measure	Performance Requirement/ Standard	Surveillance Method	Acceptable Quality Level	Incentive	Disincentive/ Deduct
1 - Availability of Key Personnel During Routine Work Hours	Contract personnel adhere to routine work hours.	Direct observation based on review of time sheets	98%	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
2 – Quality of Work	Contract personnel's work exemplifies accuracy, attention to detail and completeness, and timeliness	Direct observation and review of completed assignments	100%	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
3 – Customer Service	Contract personnel exhibit a high level of customer service at all times.	Direct observation and review of validated Patient Representative's office complaints	100%	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
4 - Patient Safety	Patient safety incidents must be reported within 24 hours and all safety policies must be followed.	Direct observation and surveillance of patient safety incident reports	100%	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
5 - Mandatory Training	Contract personnel must complete initial and annual mandatory training.	Direct observation based on surveillance of TMS reports	100%	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 or replacement of personnel involved
6 - Privacy, Confidentiality and HIPPA	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA and complies with all standards	Direct observation based on surveillance of TMS reports and reports from ISO regarding any breaches of privacy or confidentiality	100%; zero breaches of privacy or confidentiality	Favorable contractor performance evaluation	Immediate removal from contract and replacement of personnel involved
7 - Timely Invoicing	Contractor will provide invoicing within 30 days of the end of each month services were provided	Direct observation based on surveillance of OLCS for invoices to be certified	100%	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation

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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>

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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 for 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.

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 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:

DATE:

SIGNED:

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_____	_____
CONTRACTOR NAME/TITLE	DATE