

## D.1 QUALITY ASSURANCE SURVEILLANCE PLAN

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: Network Contracting Office

Organization or Agency: Department of Veterans Affairs

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: Driven by VAMC – delegation will be provided to Contractor upon award.

Organization or Agency: Department of Veterans Affairs

### 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.** COR 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. 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: Any instances reported to COR by VA employees or customers/patients.
- b. PERIODIC/RANDOM INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. FPPE/OPPE chart reviews. An FPPE of at least 5 chart reviews within 45 days of start date will be performed. An OPPE of at least 5 additional chart reviews completed at random periods before the end of six months will be completed. Charts are chosen randomly. Chart reviews can also be performed at any time on any chart. 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. PERIODIC/RANDOM SAMPLING. For example, ten (10) randomly selected patient charts will be reviewed per quarter. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.)
- d. FPPE & OPPE. Focused and Ongoing Provider Performance Evaluation.

| <b>Measures</b>                            | <b>PWS Reference</b> | <b>Performance Requirement</b>   | <b>Standard</b>  | <b>Acceptable Quality Level</b>   | <b>Surveillance Method</b>                                |
|--|----------------------|--|--|---|---|
| Provider Quality Performance               | 4.4.4.1              | All LTAC facility shall perform in accordance with clinical standards  | 100% of care provided within clinical standards of care  | 90%   | FPPE/OPPE; periodic inspection                            |
| Qualifications of Key Personnel            | 4.4.4.2              | All LTAC physician(s) shall be state certified to provide required service.  | All (100%) LTAC physician(s) are state certified.  | 100% No deviations accepted.  | Inspection prior to starting work and random inspections. |
| Scope of Practice/Privileging              | 4.4.4.3              | Scopes of practice/privileging   | All (100%) LTAC physician(s) perform within their scope of practice/privileges 100% of the time.   | All (100%) LTAC physician(s) perform within their scope of practice/privileges 100% of the time. No deviations accepted.  | FPPE/OPPE; periodic inspection                            |
| Patient Access                             | 4.4.4.4              | The LTAC facility shall provide physician(s) in accordance with the operating hours outlined in the PWS.   | All (100%) LTAC physician(s) are on time and available to perform services.  | LTAC physician(s) are on-time and available to perform services 97% of the time.  | Periodic Sampling of Time and Attendance Sheets           |
| Patient Safety                             | 4.4.4.5              | Patient safety incidents shall be reported to COR using Patient Safety Report. All incidents reported immediately (within 24 hours or the first business day after weekend or holiday) | All (100%) of patient safety incidents are reported to COR using Patient Safety Report within 24 hours of incident or the first business day after weekend or holiday. | All (100%) of patient safety incidents are reported to COR using Patient Safety Report within 24 hours of incident or the first business day after weekend or holiday. No acceptable deviation. | Direct Observation  |
| Licensing, registration, and certification | 4.4.4.6              | Updated Licensing, registration and certification shall be provided as they are renewed. Licensing   | All (100%) licensing, registration(s) and certification(s) for physician(s) shall  | All (100%) licensing, registration(s) and certification(s) for physician(s) shall be provided as they are   | Periodic Sampling and Random Sampling                     |

|                                    |         |  |  |  |  |
|------------------------------------|---------|--|--|--|--|
|                                    |         | and registration information kept current.   | be provided as they are renewed. Licensing and registration information kept current.  | renewed. Licensing and registration information kept current. No acceptable deviation. |  |
| Privacy, Confidentiality and HIPPA | 4.4.4.7 | 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%) primary care physician(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA | 100% compliance; no deviations.  | Periodic Sampling, Contractor shall provide evidence of annual training required by OVAMC, reports violations per VA Directive 6500.6. |
| Completion of Patient Notes        | 4.4.4.8 | The LTAC facility will complete patient notes within a 24 hour period  | All (100%) primary care physician(s) will complete notes in an appropriate timeframe and provide documentation to the OVAMC.                   | 100% completions, no deviations  | FPPE/OPPE, periodic inspection   |

## 6. RATINGS

Metrics and methods are designed to determine rating 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.  
**Note:** To justify an **Exceptional** rating, you should identify multiple 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.

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**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.  
**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.

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**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.  
**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.

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**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.  
**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).

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**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.  
**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).

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## 7. 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.

| <b>CONTRACT DISCREPANCY REPORT</b>  |                            |                                       |                    |      |
|---|----------------------------|---------------------------------------|--------------------|------|
| 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   |                            |                                       |                    |      |

