

Quality Assurance Surveillance Plan (QASP)

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: William I. Applegate

Organization or Agency: Network Contracting Office (NCO) 15

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: Belinda, Adusah-Bonsu

Organization or Agency: Colmery-O'Neal VAMC, Topeka, KS 66622

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. 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: Provider Quality Performance - Review Ongoing Provider Performance Evaluation (OPPE) data pertinent to care performed for each provider working under this contract. The OPPE is completed every two years and is already evaluated as either Satisfactory or Unsatisfactory. Any Unsatisfactory score will be reviewed by psychiatric supervisor with recommendations for action forwarded to the COR and CO. COR will query Quality Management staff upon arrival of new contracted physician and at the expiration of any licenses, registration, or certification held by the contracted physician for feedback concerning license, registration, and certification. Any issues will be reported immediately by the COR to the CO. Cor will track expiration dates on the same tracking spreadsheet used for mandatory training.

b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed. Meeting minutes, time and attendance sheets, and Training Management System (TMS) query will be reviewed. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.

c. **RANDOM SAMPLING.** Inspections scheduled and reported quarterly. Scope of Practice/Privileging - 10 random records will be pulled on an annual basis and reviewed by the psychiatric supervisor for scope of practice. The COR will pull a random sample of 10 encounters completed by the contract physician and forward those to the psychiatric supervisor for review. Findings will be reported to the CO and COR for documentation purposes and any necessary action.

PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.

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6.SAMPLE QASP PERFORMANCE REPORT DATE: _____

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Met AQL/DID NOT MEET AQL- CPAR RATING/ADD COMMENTS
1 -Provider Quality Performance	4.5.8.1.	Providers provide quality care for all services in accordance with standards outlined in PWS.	OPPE documentation for all (100%) Contractor's physician(s) providing services under the contract. All staff, (100%) meet Standards.	<u>Level</u> : 100% meet Standard of Satisfactory on all OPPE elements.	Direct Observation: Review Ongoing Provider Performance Evaluation (OPPE) data pertinent to care performed for each provider working under this contract.	
2 - Scope of Practice/Privileging	4.5.8.2.	Contractor's physician(s) perform within their individual scopes of practice/privileging.	All, (100%) Contractor's physician(s) perform within their scope of practice/privileges 100% of the time.	Contractor's physician(s) perform within their scope of practice/privileges 100% of the time.	Random sampling of records. 10 random records will be pulled on a quarterly basis and reviewed by psychiatric supervisor for scope of practice.	
3 - Availability	4.4.3.1; 4.4.3.2; 4.5.8.3	Contractor's physician shall attend Medication Provider Meetings	Attendance at Psychiatric Medication Provider Meetings	75% attendance	Periodic Sampling: Review of meeting minutes will be performed at the end of each calendar year for compliance.	
4 Patient Access	4.5.8.4	Contractor's physician (s) shall be available and in location as needed to properly perform tasks as specified.	All (100%) Contractor's physician (s) are on time and available to perform services.	<u>.97%</u> Contractor's physician (s) perform within their scope of practice/privileges 100% of the time..	Periodic Sampling of Time and Attendance Sheets	
5 - Maintains licensing, registration, and certification	4.5.8.5	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 Contractor's physician(s) shall be provided as they are renewed. Licensing and registration information kept current.	100% licensing, registration(s) and certification(s) for Contractor's physician (s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.	Direct Observation: feedback to be provided by Quality Management Credentialing staff.	
6 - Mandatory Training	2.1.6. 4.5.8.6; 7.7;	Contractor shall complete all required training per VAMC policy	All (100%) of required training is complete on time by Contractor's physician (s).	100% completions,	Periodic Sampling to be performed annually for all contract physicians through TMS.	

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7 - Privacy, Confidentiality and HIPAA	4.5.4.7	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standards.	All (100%) Contractor's physician (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	Zero breaches of privacy or confidentiality.	Periodic Sampling Contractor shall provide evidence of annual training required by VAMC and report violations per VA Directive 6500.6.	
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7. CPAR RATINGS ASSIGNED TO QASP ITEMS:

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used (Reference: CPARS User Manual <https://www.cpars.gov/pdfs/CPARS-Guidance.pdf> p. A2-1):

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 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 Report (CR), 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 CR in writing. The CR will specify if the contractor is required to prepare an action plan to document how the contractor shall correct the identified issue and avoid a recurrence. The CR will also state how long after receipt the contractor has to present this action plan to the CO. The Government shall review the contractor's action plan. 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 action plan.

Any CRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CR on following page.

9. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE

DATE

SIGNED:

CONTRACTOR NAME/TITLE

DATE

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CONTRACT REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS ISSUE		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
5. DATES				
a. CR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE		
6. Issue Identified: <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 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.				
13. GOVERNMENT ACTIONS				
14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				