

## **Quality Assurance Surveillance Plan** **Medical Scribes**

**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: Joel R. Felberg, Contracting Officer Phone:  
Organization or Agency: VA Network-23 Contracting Office  
Email: [Joel.Felberg@va.gov](mailto:Joel.Felberg@va.gov)

- 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: Lynda Dent, Administrative Officer/COR, SSC PSL Phone: 612-467-2384  
Organization or Agency: Minneapolis VA Health Care System  
Email: [Lynda.Dent@va.gov](mailto:Lynda.Dent@va.gov)

### **3. CONTRACTOR'S 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.** 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 standard. Incentives for this service will be favorable contractor performance evaluations. Deducts will be unfavorable contractor performance evaluations. There will be no monetary incentives or deducts.

#### **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.** For this service 100% direct observation will be performed daily by the physicians using the Medical Scribes services.
- b. **PERIODIC INSPECTION.** For this service, quarterly periodic inspection will be completed by the Service Chief or designee and reported to the COR. Physical presence is checked on a monthly basis by the COR checking with the using service to see if provider is present in the medical center when scheduled and providing services as required by the contract.
- c. **VALIDATED USER/CUSTOMER COMPLAINTS.** All complaints about contract provider's performance will be immediately reviewed and referred to the contracting officer for action if necessary.
- d. **RANDOM SAMPLING.** Discussion with VA staff involved in services provided who are familiar with the provider's work will be randomly polled quarterly or as needed by the COR.
- e. **VERIFICATION and/or DOCUMENTATION PROVIDED BY CONTRACTOR:** The COR will verify all licenses, certifications, and training of contractor provided personnel a minimum of annually.

**PERFORMANCE MEASURES**

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
1 –Contractor’s Key Personnel	2.1 thru 2.1.4; 2.4.; 3.1	Must be present at VA and providing required services as specified in the contract PWS requirements	Qualified personnel are on-site, on time and in location as needed to properly perform tasks as specified in the PWS	100% compliance	Random audit & observation by Service Chief, physicians and COR. Time & Attendance Logs, Quality Assurance Reports	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
2 - Mandatory Training and Education	2.1.5.	Contractor’s personnel completes all mandatory VA education & training requirements	Contractor must complete all required VA training per MVAHCS policy	100% compliance	VA TMS training reports will be verified annually by the COR	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
3 – Documentation and Standard of Services Provided	4.1; 4.2; 4.3.4.	Contractor provider’s documentation and standard of service meets PWS requirements	Documentation is complete and accurate. No complaints as to standard and quality of services provided	95% compliance	COR will track reports from Using Service; VA Staff; and Patient Family Center	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation and immediate removal from contract
4 – Privacy, Confidentiality and HIPPA	4.3.	Contractor is aware of all laws, regulations, policies and procedures relating to PHI privacy, confidentiality and HIPPA and complies with all standards	Zero breaches of privacy or confidentiality	100% compliance	Contractor to provide evidence of annual training required by VA, report violations per VA Directive 6500.6	Favorable Contractor performance evaluation	Immediate removal from contract
5 - Invoicing	6.1.	Within 20 work-days after the end of each month services were provided, contractor will provide itemized invoice	All invoices are itemized and accurate	100% compliance	Inspection and review of invoices by COR monthly	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation

## 7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall 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. <i>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.</i>
<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. <i>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.</i>
<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. <i>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.</i>
<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. <i>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).</i>
<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. <i>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).</i>

## 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 SYSTEM (CPARS).

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.

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.

**CONTRACT DISCREPANCY REPORT**

1. CONTRACT NUMBER	2. REPORT NUMBER FOR THIS DISCREPANCY
3. TO: <i>(Contracting Officer)</i>	4. FROM: <i>(Name of COR)</i>

<b>5. DATES</b>		
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>
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7. SIGNATURE OF COR	Date:
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8. SIGNATURE OF CONTRACTING OFFICER	Date:
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9a. TO <i>(Contracting Officer)</i>	9a. FROM <i>(Contractor)</i>
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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>
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11. SIGNATURE OF CONTRACTOR REPRESENTATIVE	Date:
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12. GOVERNMENT EVALUATION. <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>
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13. GOVERNMENT ACTIONS <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>
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<b>14. CLOSE OUT</b>				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

**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. VA COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP**

SIGNED: \_\_\_\_\_  
COR-Name/Title: Lynda Dent, AO Surgery/Specialty Care-PSL DATE \_\_\_\_\_

SIGNED: \_\_\_\_\_  
CONTRACTOR-Name/Title: DATE \_\_\_\_\_