

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN

Community Nursing Home (CNH) Quality Assurance Surveillance Plan (QASP)

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. 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 Contracting Officer (CO): Yamil O. Rodriguez, 813-631-2831

Assigned Administrative Contracting Officer (ACO): Jonathan Locklear, 813-631-2814

Organization or Agency: U.S. 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(S): Driven by VAMC – delegation will be provided to Contractor upon award.

Organization or Agency: Department of Veterans Affairs

3. CONTRACTOR REPRESENTATIVES

The following employees of the contractor serve as the contractor's program manager for this contract.

- a. Primary:
- b. 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 in Section 6. The Government will use these standards to determine contractor performance and will 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 will use the surveillance methods listed below in the administration of this QASP.

- a. DIRECT OBSERVATION** - viewing related documentation when received on a regular basis.
- b. INSPECTION** – face to face review of facility will be conducted as required
- c. PERIODIC SAMPLING** – For example, three (randomly) selected veteran’s charts will be reviewed per quarter.
- d. REVIEW OF ACCREDITATION DOCUMENTS** – review of facility credentials.

QUALITY ASSURANCE SURVEILLANCE PLAN Nursing Home Care					
No.	Paragraph in PWS	Indicator/Performance Standard	Standard for Quality Level	Acceptable Quality Level	Method of Surveillance¹

1	<u>B(3)</u>	Contractor shall follow Medicare/Medicaid standards for all VA placements, except Life Safety. Medicare/Medicaid clinical and program standards are found in 42 CFR 483.	100%	100%	Periodic Sampling, Inspection, Review of documents Frequency: Quarterly
2	<u>B(7)</u>	Contractor shall provide timely care following the most current CMS guidelines; arranging 24/7 access for patient care; arranging easy access to VA staff for consultation; providing timely response to calls and arranging for timely provider back-up according to Omnibus Budget Reconciliation Act (OBRA) guidelines (42 CFR 483.40, OBRA Guidelines).	100%	98%	Periodic Sampling, Inspection, Review of documents and patient records Frequency: Quarterly
3	<u>B(8)</u>	Contractor shall provide individual therapy, rather than group therapy.	100%	90%	Periodic Sampling, Inspection, Review of documents and patient records Frequency: Quarterly
4	<u>B(11)</u>	Contractor shall maintain a current and unrestricted state license to operate a skilled nursing facility. Changes in the status of the licensure shall be reported within 24-hours.	100%	100%	Review of accreditation documents, Inspection and periodic sample Frequency: Annually

5	B(12)	Contractor shall cooperate with timely development of Corrective Action Plans (CAPs) related to identified deficiencies and related to State, Federal or VA surveys.	100%	100%	Inspection Frequency: 30 days after inspection
6	<u>B(13)</u>	Contractor shall comply with Life Safety Code.	100%	100%	Inspection Frequency: Annually
7	B(14)	Acceptable safety and sanitation practices shall be observed throughout the facility.	100%	90%	Periodic Sampling, Inspection, Frequency: Randomly
8	B(15)	Contractor shall notify of veteran being hospitalized within 72 hours and notify of any veteran death within 24 hours or immediately the first business day after a weekend or holiday.	100%	100%	Periodic Sampling and Inspection Frequency: Quarterly
9	B(17)	Notice of all reportable events on VA contract veterans and all facility sentinel events within 24 hours or immediately the first business day after a weekend or holiday.	100%	100%	Periodic Sampling and Inspection Frequency: Quarterly

10	<u>B(19)</u>	Contractor shall provide access to CNH records to VA personnel and comply with clinical record safeguards and requirements.	100%	100%	Periodic Sampling and Inspection Frequency: Quarterly
11	<u>B(23)</u>	Contractor shall invoice timely and accurately for all items billed.	100%	98%	Direct observation Frequency: Monthly

6. RATING STANDARDS

Evaluation Ratings Definitions (Excluding Utilization of Small Business)		
Rating	Definition	Note
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 was highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<u>Very Good</u>	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 was effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified. The Government gave this rating due to the fact the contractor performed all duties and/or at times above and beyond the expectations of the PWS

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.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
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.	To justify Marginal performance, 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).
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 contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, 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).

In cases of serious deficiencies affecting the health or safety of veterans or in cases of continued uncorrected deficiencies, VA will take one or more of the following actions in accordance with the terms and clauses of the IDC and applicable procurement regulations:

- a.** Suspend placement of veterans in the CNH;
- b.** If nonperformance occurs an equitable adjustment for nonconforming services will be done in accordance with FAR 46.407.
- c.** Not renew the IDC; and/or
- d.** Terminate the IDC.

7. DOCUMENTING PERFORMANCE

a. ACCEPTABLE PERFORMANCE

The Government will document positive and 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. UNACCEPTABLE PERFORMANCE

If contractor performance does not meet the Acceptable Quality level, the CO will inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case, the CO will document the discussion and place it in the contract file. When the COR and the CO determines, formal written communication is required, the COR will prepare a Contract Discrepancy Report (CDR) and present it to the CO. The CO will in turn review and will present it 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 will review the contractor's corrective action plan to determine acceptability. The CO will 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.

8. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement

During contract performance, the COR will periodically analyze whether the negotiated frequency of the surveillance is appropriate for the quality of work being performed.

b. Frequency of Performance Assessment Meetings

The COR will meet with the contractor as needed to assess performance and will provide a written assessment.

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>)
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				

Signature – Contractor

Signature – Contracting Officer Representative

Signature – Contracting Officer Representative