

## **ATTACHMENT 2**

### **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

#### **Claims Processing Support**

**Contractor's Name:**

**Contract Number:**

**Summary:** This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract, ensure the Contractor performs the contract requirements satisfactorily, and that the Government receives the quality of services defined in the contract. The QASP is based on the premise that the Contractor, not the Government, is responsible for managing and ensuring that contract requirements are met and that quality controls are in place and meet the terms of the contract. It is not intended to provide details of how the Contractor accomplishes the work. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. The Government and Contractor will mutually agree on any revisions. Updates will ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions will be provided to the contractor and VA officials implementing surveillance activities.

#### **1. Purpose**

This QASP provides a systematic method to evaluate performance for the stated contract and 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

#### **2. Government Roles and Responsibilities**

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) – The individual(s) with a prescribed authority to enter into, administer, and/or terminate contracts and make related determinations and findings. 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 ensures that appropriate contractual remedies and solutions are applied if the Contractor fails to meet contract requirements. The CO shall also ensure that 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 Moran

Agency: Department of Veterans Affairs, Office of Acquisition & Logistics

b. Contracting Officer's Representative (COR) – The COR is designated in writing by the CO to perform specific technical and/or administrative functions and is responsible for technical administration of the contract and shall ensure proper government surveillance of the contractor's performance. The COR will 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: William Brown

Agency: Department of Veterans Affairs, Office of Community Care

c. Other Government Resources – There may be other VA employees who will also observe the Contractor's performance or serve in a management role of these employees. These individuals will help facilitate the execution of the QASP by providing critical feedback of the Contractors performance to the CO or appropriate designee.

### **3. Contractor Representatives**

The following employees of the Contractor serve as the representatives for this contract:

a.

b.

### **4. Contract Requirements**

The contract requirements applicable to this QASP are listed in Section B.3 of the contract. However, the Government is not limited to contract monitoring/surveillance for only those contract requirements included in the QASP. The Contractor is responsible for satisfactory performance of all contract requirements and the Government will modify monitoring methods and requirements as necessary.

The Contractor is responsible for developing, managing, and maintaining a Quality Assurance Plan (QAP) to meet the performance measures and requirements established in the contract. This action is specified in Section B.3, paragraph 8.1 of the contract. The Government is responsible to conduct adequate contract surveillance and quality assurance to ensure contract requirements are satisfactorily performance and performance measures are met or exceeded.

### **5. Performance Measures**

Performance measures define desired services. The government performs surveillance to determine if the contractor exceeds, meets, or does not meet these standards.

The Services Summary Matrix incorporated below includes performance measures. The government will use these measures to determine contractor performance and will compare the Contractor's actual performance to the performance measure.

## **6. Incentives**

Upon satisfactory contract performance the contractor will be eligible for favorable past performance reporting.

## **7. Method of Surveillance**

Various methods will be used by the COR to monitor performance.

- a. Random Sample – Claims will be selected periodically from different program types for review.
- b. System Reports – This will be the main method of surveillance. Data pulls will be used to identify processing variances by applying business methodologies to entire datasets, then isolating inconsistencies for individual review.
- c. Visual Observation – This method will rely on feedback reported by managers and employees when improper actions are identified during account processing.
- d. Claim Audits – Quality inspections are routinely performed for regulatory compliance, feedback will be provided for items recognized as deficient.
- e. Call Audits – Quality inspections are routinely performed for compliance with protocols and standards, feedback will be provided for items recognized as deficient.
- f. Supervisory Reviews – Similar to visual observation, will rely on feedback from Managers performing quality inspections of accounts or claims.

## **8. Frequency of Surveillance**

The frequency of inspection may vary, determined by COR, based on quality of performance.

Initial schedule will be defined as follows;

- a. Random Sample – Periodically at discretion of COR.
- b. System Reports – Monthly
- c. Visual Observation – Ongoing as feedback is provided and validated during day to day business.
- d. Claim Audits – Generally will be quarterly, depends on Audit schedule at individual sites and feedback is provided to COR.
- e. Call Audits – Generally will be quarterly, depends on Audit schedule at individual sites and feedback is provided to COR
- f. Supervisory Reviews – Ongoing as feedback is provided and validated during day to day business.

## **9. Procedures:**

The COR and/or designated VA personnel will perform scheduled and impromptu inspections in accordance with the frequency and standards contained in the “QASP” above and the Service Summary to ensure Contractor compliance with the appropriate paragraphs of the PWS and will record the results of inspection, noting the date and time of inspection. If inspection indicates minor discrepancies the COR will notify the Contractor of the discrepancy. If inspection indicates unacceptable performance, the COR will notify the Contracting Officer, who in turn will notify the Contractor of the deficiencies for correction. The Contractor will be given a reasonable time after notification to correct the unacceptable performance if such correction is possible. The length of time allowed to correct the problem will depend upon the requirement

and the deficiency, and the Contractor will be notified of the time allowed for correction when the deficiency is reported to the Contractor. Should the COR and contractor reach an impasse on any matter dealing with inspection and re-performance, the Contracting Officer will be consulted for resolution.

Contractor performance targets: Contractor will be required to meet performance targets established by the QASP. The QASP performance metrics will address:

<b>Task</b>	<b>PWS ref</b>	<b>Performance measure</b>	<b>Acceptable Quality Level</b>	<b>Method of Surveillance</b>
Verify HCFA/UB claims correctly	3.3	Accurately input claim data	96.5% accuracy of data entered (defined as the number of correct claims divided by the number of claims in the sample)	Random Sample; System Reports; Visual Observation; Claims Audits; Supervisory Reviews
Distribution of claims	3.4	Accurately assign Program type on claim	96.5% accuracy of data entered (defined as the number of correct claims divided by the number of claims in the sample)	Random Sample; FBCS Reports; Visual Observation; Claims Audits; Supervisory Reviews
Process Authorized claims	3.5	Accurately determine eligible claims, apply coding edits, apply VA payment methodology, reject, or deny for appropriate reasons.	96.5% accuracy of data entered (defined as the number of correct claims divided by the number of claims in the sample)	Random Sample; FBCS Reports; Visual Observation; Claims Audits; Supervisory Reviews

Task	PWS ref	Performance measure	Acceptable Quality Level	Method of Surveillance
Process Unauthorized claims	3.6	Accurately determine eligible claims, correctly edit/create clinical tracking record, apply coding edits, apply VA payment methodology, reject, or deny for appropriate reasons.	96.5% accuracy of data entered (defined as the number of correct claims divided by the number of claims in the sample)	Random Sample; FBCS Reports; Visual Observation; Claims Audits; Supervisory Reviews
Process CHAMPVA claims	3.7	Accurately determine eligible claims, review claim for all required data elements, apply coding edits, apply PR edits as required, release for payment processing.	96.5% accuracy of data entered (defined as the number of correct claims divided by the number of claims in the audit sample)	Random Sample; CP&E Repots; Visual Observation; Claims Audits; Supervisory Reviews
Provide appropriate level of effort to meet contract processing targets	5.0	Monthly amounts for claims in accordance with contract requirements; 6 months after Notice to proceed to ramp up to target amounts.	100% is the measure; Quality in this area will consider unforeseen circumstances outside Contractors control.	FBCS reports
Address employee performance discrepancies	3.3; 3.4; 3.5; 3.6; 3.7 3.8 5.0	2 business days from VA notification	100% is measure; provide feedback on corrective action to VA COR/Managerial staff	Random Sample; FBCS Reports; Visual Observation; Claims Audits; Supervisory Reviews; CP&E Reports

Task	PWS ref	Performance measure	Acceptable Quality Level	Method of Surveillance
Adequately staff Customer service support for providers	3.8	Provide adequate staffing to manage call volume from 7 am – 7 pm CT	Less than 5% blocked call rate, 10% or less call abandonment rate, average speed of answer at 5 minutes or less, 99.9% service availability during operational hours	Telephony Reports; Random Sample; Supervisory Reviews
Address Customer service needs first call	3.8	Properly address the caller's need the first time they call, thereby eliminating the need for the customer to follow up with a second call	First call resolution of 85% or higher	Customer Relationship Management Reports; Random Sample; Supervisory Reviews; Survey Reports
Customer service professionalism and quality	3.8	Provide accurate information to callers with respect, efficiency, empathy, and proper call documentation	Call quality of 90% or higher according to VA quality protocols and standards	Random Sample; Supervisory Reviews; Visual Observation; Call Audits

Process for justification/explanation of missed targets:

- Contracting Officer will notify the Contractor of failure to meet target/metric/performance standard
- Contractor must submit a written appeal to the CO within 10 days of receipt of notification of failure to meet the standard. The appeal must contain the following:
  - An explanation for the failure to meet the standard
  - A performance improvement plan (PIP)
  - A date for completion of the performance improvement plan, and for regaining satisfactory target goals

- If standards are not the Contracting Officer may take appropriate steps to remedy the Contractor's failure to meet the terms and conditions of the contract.

To provide for changing quality assurance and quality performance conditions, due to changes in regulatory requirements and/or VA and contractor capabilities, the components of QASP measurement and reporting will be reviewed at least annually or more frequently if required by changes in regulatory requirements.