

National Dialysis Services Contract (NDSC) 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 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 on the contract.

a. Contracting Officer (CO):

- The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms and conditions, and safeguard the interests of the United States Government (USG) in the contractual relationship.
- The CO shall ensure that the contractor receives impartial, fair, and equitable treatment throughout the contract lifecycle.
- The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.
- The CO will appoint a Contracting Officer Representative pursuant to VAAR 801.603-70 to assist with surveillance requirements.
- The assigned CO is the only individual empowered and authorized to make contractual commitments/changes on behalf of the USG, unless otherwise notified.

Assigned CO: Alyssa Urquhart, Alyssa.Urquhart@va.gov

b. Contracting Officer's Representative (COR):

- The COR is responsible for the technical administration and shall verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications. Specific emphasis of Government surveillance will be placed on the quality provisions, for both adherences to the contract provisions and to the contractor's own quality control program.
- The COR shall maintain a quality assurance file, including but not limited to, contractor communications/notifications, customer/patient complaints, performance measures with follow up surveillance assessments results/reports, and licensure compliance.
- The COR will document and notify the Contracting Officer of any non-compliance immediately upon his/her gaining knowledge of any such situation or incident. After such communication, the COR will provide any supporting documentation regarding any performance failures noted.
- The COR is not empowered nor authorized to make any contractual commitments/changes on the behalf of the USG.

Assigned CORs: Elisa Dunkle, Elisa.Dunkle@va.gov
Antoinette Boykins, Antoinette.Boykins@va.gov

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c. Organization or Agency:

- Department of Veterans Affairs (VA), Veterans Health Administration (VHA), Office of Community Care (OCC)

3. CONTRACTOR REPRESENTATIVES

The contractor will be required to provide their key personnel/contact points to ensure a smooth flow between the departments in their facility and VA. A listing of contact points will be provided to the VA within 30 days after execution of this agreement.

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.

The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. The Government will perform surveillance to determine the associated level of contractor performance as measured to the standards.

Performance standards define desired quality of the services/supplied contracted. The VA surveillance will measure contractor performance in meeting the standards using the following ratings (definitions provided below Section 6): unsatisfactory, marginal, satisfactory, very good, or exceptional.

The COR will use the performance standards to determine contractor performance rating and will compare contractor performance to the performance threshold Table A: Performance Standards Measures. The standards, measures, and ratings will be used in the assessment process for the Contractor Performance Assessment Report.

5. CONTRACT MONITORING

It is the intention of both parties to conduct joint reviews prior to the expiration date of the contract to determine and evaluate if services being provided are in accordance with the contract terms, payments and billings are being properly handled and to jointly determine if this agreement is satisfactory to both parties in terms of services provided and consideration being received. This review may include, but not be limited to: analyze all billings, payments, costs, administrative issues, patient satisfaction, quality of care and other related documentation that identifies that services has been received.

National Dialysis Services Contract (NDSC) Quality Assurance Surveillance Plan (QASP)

Table A: PERFORMANCE STANDARDS MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method
1 - Patient Safety	PWS 8B 8C	All patient safety events and notifications shall be reported to the CO, COR and the authorizing VAMC within 24 hours from when first known.	All patient safety events and notifications shall be reported to the CO, COR and authorizing VAMC via email and read receipt within 24 hours.	100% for Sentinel Events, 95 % All Patient Safety Event Reporting Monthly	Verification of Documentation Provided by Contractor, Periodic Inspection
2 – Facility Management	PWS B.2. B.6	All contracted facilities must maintain CMS-certification. Treating. Contractors must notify CO, COR, and authorizing VAMC of any contracted facilities that are no longer CMS certified.	In the event the CMS Certification is not maintained, the contractor must notify CO and COR within 5 business days via email with read receipt.	98%	Verification of Documentation Provided by Contractor. Random Sampling
	PWS B.6	Contractors must notify CO, COR, and authorizing VAMC of all facility removals from contract, including reason, within 5 business days.	Facility Removals shall be notified via email with read receipt within 5 business days to CORs.	100%	Verification of Documentation Provided by Contractor, Random Sampling
3 – Security Breaches/ Privacy, Confidentiality and HIPAA	PWS 14A- 14G 15	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standards. ALL breaches to Privacy, Confidentiality, HIPAA, and/or other patient data, shall be securely disclosed and notified via email with read receipts within 2 business days from the date the breach was first identified.	All PII and PHI breaches shall be notified via email with read receipt to the CO, CORs, and authorizing VAMCs within 2 business days from the date breach was first identified.	100%	Verification of Documentation Provided by Contractor
4 – Patient Satisfaction	PWS B.9.A	Contractor reports Veteran complaint within 5 business days via email with read receipt.	Not receive more than 3 validated complaints quarterly specific to a single facility. All complaints must be sent to the CO and CORs within 5 business days via email with read receipt.	95%	Customer Complaints, Verification of Documentation Provided by Contractor

National Dialysis Services Contract (NDSC) Quality Assurance Surveillance Plan (QASP)

5. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. Reviews and reports will be conducted in compliance with VA Privacy and Information security standards. The COR shall use the surveillance methods listed below in the administration of the QASP.

- **DIRECT OBSERVATION**
 - Observations that might include in person or virtual methods of surveillance of the provider facility and/or documentation.
- **PERIODIC INSPECTION**
 - Observations that may include in person or virtual methods of surveillance on a set time or quarterly basis, as notified by the COR of the provider facility and/or documentation.
- **CUSTOMER COMPLAINTS**
 - Observation determined by the severity and nature of complaint received.
- **RANDOM SAMPLING**
 - Observations that may include in person or virtual methods of surveillance of the provider facility and/or documentation, based on random selection of data values. The random sampling is not based on a set timeframe.
- **VERIFICATION OF DOCUMENTATION PROVIDED BY CONTRACTOR**

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.
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.
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.
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.
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.

The contractor is responsible for performance of all terms and conditions of this contract.

National Dialysis Services Contract (NDSC) Quality Assurance Surveillance Plan (QASP)

7. FREQUENCY OF MEASUREMENT

Frequency of Measurement. The frequency of measurement is defined in the contract or otherwise in this document. The government (CO or COR) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

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.

8. DOCUMENTING PERFORMANCE

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 Quality Assurance Surveillance Plan – 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 reperformance, the Contracting Officer will be consulted for resolution.

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).

If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will be communicated 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 Attachment A.

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9. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

SIGNED:

COR NAME/TITLE DATE

COR NAME/TITLE DATE

SIGNED:

CONTRACTOR NAME/TITLE DATE