

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) **FOR COMMUNITY NURSING HOME**

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: As Assigned

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: As Assigned

Organization or Agency: U.S. DEPARTMENT OF VETERANS AFFAIRS,

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary: As assigned by facility

Alternate: As assigned by facility

4. PERFORMANCE STANDARDS

The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports 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: Monthly random COR/Program Coordinator/LCSW and RN VA patient visits.
- b. **PERIODIC INSPECTION.** Inspections scheduled and reported annually per COR delegation or as needed. Inspections will include a review of nursing and psycho-social patient care and documentation.
- c. **VALIDATED PATIENT/CUSTOMER COMPLAINTS.** Individual patient/family complaints will be reviewed and investigated within 72 hours of receipt. The scope of the investigation will be dependent on the nature and severity of the complaint.
- d. **RANDOM SAMPLING.** Patients medical documentation will be reviewed randomly during monthly COR/Program Coordinator/LCSW and RN visits.
- e. **Verification and/or documentation provided by Contractor.** Contractor will be required to submit annual proof of Liability insurance coverage and a copy of a valid State Skilled Nursing Facility Licensure

PERFORMANCE MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Method of Surveillance	Incentive	Disincentive
1.) Maintenance of Federal/State licensure, and certifications and liability insurance (CMS Certification if applicable)	Page 1, Background/ Introduction Section 1 Paragraph 4,	The CNH shall maintain all State / Federal licensures, certifications and liability insurances (current, and unrestricted) and provide the VA with all documents (including investigation reports) when requested.	Licensure, Certifications, and Liability Insurance (current & unrestricted) must be maintained at all times.	Licensure & Insurance (100%). Certification or waiver and authorization required.	Random Inspection documents	a. Continued patient admissions b. Maintenance of active VA Contract.	a. Admission hold until the CNH is compliant with this standard. b. Termination of Contract
2.) Adherence to VA's quality of care standards as noted in the VA's Contract Nursing Home Program Handbook (See VHA Handbook 1143.2, "VHA CNH/CNH Oversight Procedures and Exclusion Reviews (June 4, 2004) a copy of which is available at: http://www.va.gov/vhapublicatio	Background/ Introduction Section 1	The CNH will adhere to the standards as noted in the referenced handbook.	The CNH will not possess more than 4 out of the 7 exclusionary criteria noted in section 11, d, (1), (a-g) of the afore mentioned handbook	100% Compliance or waiver required	Annual Inspection	a. Continued patient admissions b. Maintenance of active VA Contract.	a. Admission hold until the CNH is compliant with this standard. b. Additional Oversight. c. Removal of VA Patients from the Contracted CNH. d. Termination of Contract.

ns/publications.cfm?pub=2.)							
3.) Corrective Action Plan (CAP)/Plan of Correction	Paragraph 13	The CNH will cooperate with timely development and upon request provide to VA Corrective Action Plans (CAPs) related to identified deficiencies and VA surveys.	Requested plans will be completed according to outlined criteria in the Performance Work Statement.	100% compliance (No deviation accepted).	CNH Team reviews CO or VA authorized representative Approves when CAP is submitted.	a. Continued patient admissions b. Maintenance of active VA Contract.	a. Admission hold until CAP is completed.
4.) Reportable Sentinel Events	Paragraph 18	Sentinel Events shall be reported immediately (within 24 hours.), or the first business day after a weekend or holiday.	Sentinel Events are reported within 24 hours of incident or the first business day after a weekend or holiday.	All (100%) of Sentinel Events incidents are within 24 hours of incident or the first business day following a weekend or holiday. No acceptable deviation.	Direct Observation and Documentation Provided by Contractor	a. Continued patient admissions b. Maintenance of active VA Contract.	a. Admission hold until the CNH is compliant with this standard.
5.) VA access to CNH Facility medical records (including Electronic records).	Paragraph 20	All medical records (including electronic records) concerning the veteran's care in the CNH Facility will be readily accessible to VA CNH Team upon request.	All of the CNH Veteran records (including electronic records) will be accessible to the VA CNH Team	All (100%) No acceptable deviation	Direct Observation	a. Continued patient admissions b. Maintenance of active VA Contract.	a. Admission hold until the CNH is compliant with this standard. b. Termination of Contract.
6.) Notification of CNH Veteran Death.	Paragraph 16-B	Notice of any veteran death within 24 hours or on the first business day after a weekend or holiday, and immediately assemble inventory, and	All CNH veteran deaths must be reported within 24 hours or on the first	Required Completion.	Direct Communication and Documentation Provided by Contractor	a. Continued patient admissions	a. Admission hold until such time the CNH meets this standard.

		safeguard the patient's personal effects.	business day following a weekend or holiday.				
7.) CNH Veteran Rehospitalization at any acute facility.	Paragraph 16-A	Notice of any veteran hospitalization within 24 hours of admission on the first business day following a weekend or holiday	All hospitalizations will be reported within 24 hours or on the first business day following a weekend or holiday	Required Completion	Direct Communication, Clinical Review, and Documentation Provided by Contractor	a. Continued patient admissions	a. Admission hold until the CNH is compliant with this standard.
8.) Care Coordination	Background/Introduction Section 1	Care Coordination, Discharge Planning and other interventions involve an interdisciplinary approach and are individualized patient centered plan of care.	Care Coordination, Discharge Planning and other interventions will be individualized to the Veteran, creating a patient centered plan of care.	Required Completion	Chart Review, Direct Communication from Contractor	a. Increased referral from VA b. Patient Satisfaction	Possible lower quality rating by VA in Contractor Performance Assessment Rating System (CPARS).
9.) Timely Billing Submission	Paragraph 25	Invoices for preapproved care/ancillary services shall be submitted promptly to the authorizing facility by the 15th calendar day following the end of the month in which services were rendered.	Invoices shall be timely and accurate for all items billed.	Required Completion	Verification and/or documentation provided by Contractor when requested	a. Timely reimbursement	a. Possible delays in reimbursement.

7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

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>

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 a 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.

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.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CDR below.

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				

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 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 (as outlined in the contract or COR delegation) to review Contractor performance.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

(1) COR SIGNATURE

Name:	Phone:
Title: Contract Nursing Home Contracting Officer Representative	
Signature:	Date:

(2) CONTRACTOR

Name:	Phone:
Title:	
Signature:	Date: