

**QUALITY ASSURANCE SURVEILLANCE PLAN  
RADIATION THERAPY SERVICES  
CONTRACT NUMBER:\_\_\_\_\_**

**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 will coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions will be provided to the contractor and Government officials implementing surveillance activities.

**2. GOVERNMENT ROLES AND RESPONSIBILITIES**

The following personnel will oversee and coordinate surveillance activities.

a. Contracting Officer (CO) – The CO will ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and will safeguard the interests of the United States in the contractual relationship. The CO will 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: Shaundrica Close  
407-646-4061  
[Shaundrica.Close@va.gov](mailto:Shaundrica.Close@va.gov)

Organization or Agency: Department of Veterans Affairs – VHA, Network Contracting Office - 8

b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and will assure 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: Ivonne Fernandez  
305-575-7000 ext. 3244  
[Ivonne.Fernandez@va.gov](mailto:Ivonne.Fernandez@va.gov)

Organization or Agency: Miami Veterans Affairs Healthcare System

### 3. CONTRACTOR 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 will 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 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. INCENTIVES/DEDUCTS

The Government will use past performance as incentives. Incentives will be based on ratings received on the performance standards.

If the contractor fails to meet the Acceptable Quality Level on any performance measure that references a deduction as a disincentive, the following method for calculating and applying the deduction will be employed:

<u>Discrepancy</u>	<u>Deduction</u>
Absent attending consultation	\$200
Absent attending weekly progress notes	\$100
Absent procedure notes	\$200
Absent follow-up notes	\$100
Cancellation of patient appointments within 2 weeks of appointment	\$500
Cancellations of patient treatment on day of treatment	\$1,250
Cancellation of new patient start	\$1,000

***Exceptions for unexpected changes in patient's medical condition or cancellation resulting from circumstances beyond the control of the contracted attending, i.e., lack of supplies, interruption of facility services, lack of available support staff and cancellations due to another service.***

**Payment Deductions:** If the contractor is in violation of any of the discrepancies identified within section five (5) of the QASP, the COR will prepare a CDR and will notify the CO. The CO will provide the contractor with the CDR and documentation (as appropriate) supporting the performance level of the contractor and the government's intent to apply the deduction. All discrepancies will be validated by the COR via the CPRS, service reports and notifications

related to contractor performance to ensure that the discrepancy has been resolved. If the discrepancy is not corrected within 24 hours after receipt of notification, the COR will notify the CO immediately in writing. The CO will then inform the contractor in writing that deductions will be applied to the last invoice of the month. Documentation will be submitted with the contractors invoice detailing the discrepancy which occurred and the applicable deduction applied to the invoice. A copy of the invoice and supporting documentation will be provided to the CO to be included as a part of the contract.

The contractor has thirty (30) days to respond if the contractor wishes to provide evidence that the violation did not occur or to assert that the government's action or inaction prevented the Contractor from completing the items identified in section five (5) of the QASP. The Contracting Officer will make the final determination regarding the deduction after reviewing the contractor's response.

## **6. 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.** 100% surveillance: By the service chief from interactions at daily rounds, weekly peer review, discussion at tumor boards and other meetings. The COR will also monitor for any clinics that are canceled.

b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed. As per American College of Radiology guidelines, ten (10) randomly selected patient files will be reviewed every quarter. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.

c. **VALIDATED USER/CUSTOMER COMPLAINTS.** A patient satisfaction survey is being developed. This requires approval by the medical center before it can be implemented.

## Quality Assurance Surveillance Plan (QASP)

Measure	PWS Para.	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/ Deduct
Qualifications and Availability of Key Personnel	2.2.1. 2.2.2. 2.2.3. 4.4.3.1. 4.4.4. 4.6.1	Radiation Oncology Physician(s), CTMP's, and CMD's shall be board certified in accordance with ACR Standards. The Contractor shall provide evidence that workload is distributed between two (2) or more providers within the group and that treatment is provided in compliance within standard of care outlined in this PWS.	All (100%) of Radiation Oncology Physician(s), CTMP's, and CMD's shall be board certified in accordance with ACR Standards and available to provide the required scheduled services to veterans 100% of the time.	No deviations from the standard (100%)	Periodic Sampling of qualification documentation and medical records submitted in accordance with contractor reporting requirements.	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
Patient Reports and Documentation	4.4.3.7.1. 4.4.3.7.3. 4.4.3.11. 4.6.2.	All notes must be electronically signed and all encounters closed within 24 hours.  All patient care documentation including, but not limited to consultations, encounters, weekly progress notes, procedure notes, treatment discharge notes, follow-up notes, attending consultation, continuing physics consultation which covers weekly chart review checks, special physics consultation notes, and other required documentation, shall be recorded in CPRS in accordance with VA rules and regulations	Compliance with VA Rules and Regulations	95%	Periodic Inspection and Random Inspection	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation  Absent Attending Consultation: \$200.00 deduction  Absent Weekly Progress Notes: \$100.00 deduction  Absent Procedure Notes: \$200.00 deduction  Absent Follow-Up Notes: \$100.00 deduction
Standard Operating Procedures (SOP) for all radiotherapy techniques	4.5.4.3. 4.6.3.	Reviewable documentation of all SOPs shall be maintained. Radiotherapy techniques such as 3DCRT, IMRT, IGRT, SBRT have written procedures.	100% of procedures are documented, reviewed and updated annually.	90%	Periodic Inspection.	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation

Quality Assurance/Quality Improvement (QA/QI) Documentation	4.6. 4.6.4.	The Contractor shall have an operational performance improvement process in accordance with ACR Standards; including data collection, measurement, assessment and improvement. Data shall be required on processes, outcomes, patient satisfaction, and quality control. Appropriate statistical quality control techniques in compliance with ACR standards must be utilized. Results of performance improvement activities must be reported quarterly to the MVAHCS Chief, Radiation Therapy Service Quality Assurance Committee.	100% of QA/QI documents complete in accordance with ACR standards and reported as required to VA Radiation Therapy Service QA Committee.	Almost all (90%) of QA/QI documents complete in accordance with ACR standards and reported as required to the VA Radiation Therapy Service QA Committee.	Periodic Inspection of QA/QI documents provided.	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
ACR Radiation Safety Standards	4.5.4.3. 4.6.5.	NRC/NHPP Radiation safety standards, policies and procedures, including the NRC Quality Management Program rule, shall be met and be reported quarterly as a part of the quarterly medical physicist report.	All (100%) Radiation safety standards and external review requirements shall be met, including those of the NRC and the NHPP. Quality Management report shall be submitted to the MVAHCS Radiation Safety Committee. The Radiation Safety Officer is Jorge Munoz: Jorge.Munoz@va.gov ; Office number 305-575-7000 ext. 3591	100%	Periodic Inspection	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
Medical Physicist Reports demonstrate ACR Standards	4.4.5.6. 4.4.5.8. 4.4.6.7. 4.6.6.	Contractor's CTMP shall develop and maintain a quality management program (QMP) for the dosimetry system(s) and all applications pertinent thereto. Said QMP shall define explicit evaluation criteria intended to ensure that the prescribed dose is delivered in a safe, consistent and accurate manner. Contractor shall provide the VA Radiation Therapy Service, with written reports of these activities. Quality management of radiation therapy equipment is primarily an ongoing evaluation of functional performance characteristics.	All (100%) of required medical physicist reports documenting the successful evaluation of equipment performance (meeting or exceeding ACR Standards) to include therapy machines, radiation sources, and simulators for proper working order is required. All external review requirements per ACR Standards are met, including those of TJC.	100%	Periodic Inspection and Random Inspection	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation

Provider Quality Performance	4.6.7.	<p>Ongoing Provider Performance Evaluation (OPPE) data pertinent to Radiation Therapy care performed for each provider working under this contract. The Contractor shall furnish OPPE data on new providers added to the contract at three months, six months and semi-annual thereafter. The OPPE data shall be provided to Miami VA COR, Ivonne Fernandez. OPPE data should include the following elements:</p> <p>A. Patient Care Performance  B. Medical/Clinical knowledge  C. Practiced Based Learning and Improvement  D. Interpersonal and Communication Skills  E. Professionalism  F. System Based Practice</p>	OPPE documentation for all (100%) staff providing services under the contract. All staff (100%) meets the Standards.	100% meet ACR Standards	Periodic Inspection and Random Inspection	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
Maintains licensing, registration, and certifications	2.1. 2.2.1. 2.2.2. 2.2.3. 4.6.8.	Updated Licensing, registration and certifications will be provided as they are renewed.	100% Licensing and registration information kept current.	100%	Periodic Inspection and Random Inspection	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
Privacy, Confidentiality and HIPAA	2.8 4.3.1. 4.3.2. 4.6.9. 10.1. 11.1.1.	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPPA and complies with all standards	Zero breaches of privacy or confidentiality	100%	Contractor to provide evidence of annual training required by VAMC, reports violations per policy	Favorable contractor performance evaluation	Depending on severity of offense, suspension or termination of all physical and/or electronic access privileges and removal from contract until such time as the training is complete.
Professionalism Conduct	2.21.3. 2.21.4. 4.6.10.	Contractor employees maintain excellent relationships with patients, Radiation Therapy staff members, VA Medical Center staff members, and vendors.	Zero complaints from VA Medical Center staff members related to the contractor's employee interfering with patient care or the ordinary operation of the facility.	100%	COR notification of complaints	Favorable contractor performance evaluation	Removal of contractor's employee from key personnel list.

Cancellations/Rescheduling	3.2.6.1. 4.6.11.	<p>Contractor shall be responsible for cancelling appointments in accordance with the following procedures:</p> <p>Cancellation of patient appointments within 2 weeks of appointment</p>	Comply with no cancellations due to contractor absence	100%	Direct Observation, Validated customer complaints and service reports.	Favorable contractor performance evaluation	<p>Unfavorable contractor performance evaluation</p> <p>Cancellation of patient appointments within 2 weeks of appointment: \$500 deduction</p> <p>Cancellations of patient treatment on day of treatment: \$1250.00 deduction</p> <p>Cancellation of new patient start: \$1000.00 deduction</p>
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## 7. RATINGS

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

<b>EXCEPTIONAL:</b>	Contractor always meets the standard. 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.
<b>VERY GOOD:</b>	Contractor almost always meets the standard, always performs over the Acceptable Quality Level. 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.
<b>SATISFACTORY:</b>	Contractor occasionally meets the standard, but more often meets the Acceptable Quality Level. 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.
<b>MARGINAL:</b>	Contractor most often meets the Acceptable Quality Level, occasionally does not meet the Acceptable Quality Level and CDRs have been reported. 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.
<b>UNSATISFACTORY:</b>	Contractor has history of not meeting Acceptable Quality Level. Significant efforts have been made to bring Contractor into performance. 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.

## 8. DOCUMENTING PERFORMANCE

- a. The Government will 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 (CPAR).
- b. 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 CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor will 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.

## **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 will 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. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP**

SIGNED:

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Ivonne Fernandez, COR

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DATE

SIGNED:

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CONTRACTOR NAME/TITLE

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DATE