

## D.1 Quality Assurance Surveillance Plan (QASP)

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 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: Christina (Tina) Briones Smith

Organization or Agency:

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: VISN COR: Kristi Street

TVHS	MEM
LEX	MTH
LOU	HUN

Organization or Agency:

### 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 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. INCENTIVES/DEDUCTS

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

### 6. 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. MANAGEMENT INFORMATION SYSTEMS (MIS). Evaluates outputs through the use of management information reports. Will be supplemented with periodic sampling.

- 1) Measure: Timeliness of Reports – Standard: 100% of reports are delivered per the requirements of the performance work statement.
- 2) Measure: Provider Quality Performance – Standard: 100% of care provided within clinical standards of care.

b. PERIODIC INSPECTION. Uses a comprehensive evaluation of selected outputs. Inspections may be scheduled daily, weekly, monthly, quarterly, or annually or unscheduled.

- 1) Measure: Timeliness of Reports – Standard: 100% of reports are delivered per the requirements of the performance work statement.
- 2) Measure: Provider Quality Performance – Standard: 100% of care provided within clinical standards of care

c. RANDOM SAMPLING. Designed to evaluate the output of the award requirement by randomly selecting and inspecting a statistically significant sample. Sampling may schedule daily, weekly, monthly, quarterly, or annually or unscheduled.

- 1) Measure: Qualifications of Key Personnel – Standard: 100% (All) contractor physician(s) are board certified.
- 2) Measure: Scope of Practice/Privileging – Standard: 100% (All) contractor physician(s) perform within their scope of practice/privileges 100% of the time.
- 3) Measure: Patient Access – Standard: 100% (All) contract physician(s) are on time and available to perform Teleradiology Physician Services to include BPE connection.
- 4) Measure: Maintains Licensing, Registration, and Certification – Standard: 100% (All) licensing, registration(s), and certification(s) for contract physician(s) shall be provided as they are renewed as they should be current at all times.
- 5) Measure: Mandatory Training – Standard: 100% (All) require training is complete on time by contract physician(s).

d. SELF MONITORING. The contractor is responsible to report any breach and/or violation of laws, regulations, policies, and procedures relating to Privacy, Confidentiality and HIPAA within 24-hours to the COR and CO.

- 1) Measure: Privacy, Confidentiality and HIPAA – Standard: 100% (All) contractor physician(s) comply with all laws, regulations, policies, and procedures relating to Privacy, Confidentiality and HIPAA.

## 7. QUALITY ASSURANCE AND PERFORMANCE MONITORING:

Performance Objective	PWS Paragraph	Performance Measure
1. Prompt HL7 delivery of verified interpretations to VA Vista System	6.5.6.1.5	99.5% Compliance

2. Availability of radiologist.	3.2 and 5.4.5	Zero tolerance for non-availability
3. Maintains patient privacy/confidentiality.	Special Contract Requirements and 6.5	Standard is zero breaches of privacy
4. Maintains appropriate Federal, state licensure/certification requirements	Special Contract Requirements	Mandatory prior to performance of duties
5. All documentation will meet or exceed standards, to include but not limited to accuracy, content and signature.	Special Contract Requirements	Zero tolerance for violations
<p>6. Timeliness – Patient Records. Routine Reports are to be completed and verified in VA Vista via HL7 within 24 hours of receipt of images.</p> <p>STAT Reports within 45 (CT Stroke Protocol within 30 minutes) minutes completed and verified in VA Vista via HL7</p>	6.5.4.3 & 6.5.6.1.6	<p>99.5% Compliance Acceptable Quality Level COR will monitor daily.</p> <p>Deductions will be as follows:</p> <p>Routines:</p> <p>24.01-48.0 hours – 10% deduction 48.01-60.0 hours – 20% deduction 60.1-96.0 hours – 40% deduction 96.01-120.0 hours – 80% deduction 120.1 + hours – 100% deduction</p> <p>Stats:</p> <p>CT Stroke:</p> <p>0.31 – 0.59 hours – 25% deduction 1.00 + hours – 100% deduction</p> <p>All other Stats:</p> <p>0.46 – 1.45 hours – 25% deduction 1.46 – 2.45 – 50% deduction 2.46 + hours – 100% deduction</p>

		TAT is calculated from the initial time of receipt of the images to the electronic verification by the interpreter. TAT for missing reports shall be calculated from the time of the initial receipt of the original images. Contractor server data shall be provided to verify time of receipt of images for TAT determination.
7. Adheres to all HIPAA requirements.	Special Contract Requirements	Standard is zero breaches of HIPAA requirements.
8. Adequate Coverage	3.2, 6.4, and 6.5	99.99% Acceptable Quality Level If contractor fails to provide adequate coverage to meet timeliness guidelines will result in unsatisfactory rating . COR will monitor Deduction – 30 % of total monthly invoice for inadequate coverage.

(a) The Government will periodically evaluate the Contractor's performance by appointing a representative(s) to monitor performance to ensure services are received. The Government may inspect each task as completed or increase the number of quality assurance inspections if deemed appropriate because of repeated failures or because of repeated customer complaints. Likewise, the Government may decrease the number of quality assurance inspections if performance dictates. VAMC Quality Assurance Personnel will validate any complaints and report to the Government Contracting Officer who will then take necessary action to enforce contract compliance.

(b) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no additional cost to the government. When the defects in services cannot be corrected by re-performance, the Government may -

(1) Require the Contractor to take necessary actions to ensure that future performance conforms to contract requirements; and

(2) Terminate the contract.

**Table 7 - PERFORMANCE MEASURES**

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
Timeliness of Reports	6.5.6.1.5	Prompt delivery (timeliness) of interpretations and return for routine/ stat/immediate	100% of reports are delivered per the requirements of the PWS	98%	MIS supplemented with Periodic Inspections	<p>Favorable contractor performance evaluation</p> <p>Criteria:</p> <p>98.0% to 98.9% = Satisfactory rating</p> <p>99.0% to 99.4% = Very Good rating</p> <p>99.5% to 100.0% = Exceptional rating</p>	<p>Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician(s) meet qualification standard.</p> <p>Criteria: (Show cause will be issued once the contractor is below a satisfactory level)</p> <p>96.0% to 97.9% = Marginal rating (disincentive is 1% of the quarterly charges will be deducted from the current or next submitted invoice.</p> <p>94.0% to 95.9% = Unsatisfactory rating (disincentive is 2% of the quarterly charges will be deducted from the current or next submitted invoice.</p> <p>90.0% to 93.9% = Unsatisfactory rating (disincentive is 5% of the quarterly charges will be deducted from the current or next submitted invoice.</p> <p>At or Below 89.9% = Unsatisfactory rating (disincentive is 10% of the quarterly charges will be</p>

							deducted from the current or next submitted invoice.  Continue marginal and unsatisfactory performance by the contractor can result in termination for cause.
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Provider Quality Performance	6.3	All contract physician (s) shall perform in accordance with clinical standards	100% of care provided within clinical standards of care	97%	MIS supplemented with Periodic Inspections	<p>Favorable contractor performance evaluation</p> <p>Criteria:</p> <p>97.0% to 98.9% = Satisfactory rating</p> <p>99.0% to 99.7% = Very Good rating</p> <p>99.8% to 100.0% = Exceptional rating</p>	<p>Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician(s) meet qualification standard.</p> <p>Criteria:</p> <p>95.0% to 96.9 = Marginal rating</p> <p>At or Below 94.9% = Unsatisfactory rating</p> <p>Further actions against the provider based on per review process up to removal from the contract. <i>(Final decision will be by the VISN Chief Medical Officer or</i></p>
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							<i>designee)</i>
Qualifications of Key Personnel	2 & 6.3	All contract physician(s) shall have current board certification in accordance with ACR Standards for Radiology.	All (100%) contract physician (s) are board certified.	100% No deviations accepted.	Random Sampling	Favorable contractor performance evaluation  Criteria:  100% = Satisfactory rating	Unfavorable contractor performance evaluation. Removal from contract until such time the contract physician(s) meet qualification standard.  <i>(The VISN Chief Medical Officer and/or designee have final decision on and if a contract physician can resume duties in support of this contract.)</i>  Criteria:  98.0% to 99.9% = Marginal rating  At or Below 97.9% = Unsatisfactory rating
Scope of Practice/Privileging	2.1.3	Contract physician(s) perform within their individual scopes of practice/privileging	All (100%) contract physician (s) perform within their scope of practice/privileges 100% of the time.	All (100%) contract physician (s) perform within their scope of practice/privileges 100% of the time. No deviations accepted.	Random Sampling	Favorable contractor performance evaluation  Criteria:  100% = Satisfactory rating	Unfavorable contractor performance evaluation.  1. Immediate removal of the contractor physician/radiologist from the contract.  2. The contractor shall notify the COR or designee within one (1) business day.  3. The contractor will



							<p>reimburse the VA for all work performed outside of approved scope of privileges.</p> <p>4. Contractor shall have work completed by qualified staff at no expense to the VA.</p> <p>Criteria:</p> <p>99.0% to 99.9% = Marginal rating</p> <p>At or Below 98.9% = Unsatisfactory rating</p>
Patient Access	3.2 & 6.4	Contract physician (s) shall be available and in location as needed to properly perform tasks as specified.	All (100%) contract physician (s) are on time and available to perform services.	Contract physician (s) are on-time and available to perform services 99% of the time	Random Sampling	<p>Favorable contractor performance evaluation</p> <p>Criteria:</p> <p>99.0% to 99.5% = Satisfactory rating</p> <p>99.6% to 99.8% = Very Good rating</p> <p>99.9% to 100.0% = Exceptional rating</p>	<p>Unfavorable contractor performance evaluation. For every hour the contractor is unable to provide Tele-radiologist to provide these services they will be charged \$200 per VAMC affected per hour services are not available. The contractor will be charged a minimum of two (2) hours, after the initial two (2) hours the liquated damages will be based on 15-minute increments.</p> <p>Criteria:</p> <p>98.0% to 98.9% = Marginal rating</p> <p>At or Below 97.9% =</p>

							<p>Unsatisfactory rating</p> <p>Continue marginal and unsatisfactory performance by the contractor can result in termination for cause.</p>
Maintains licensing, registration, and certification	2.1.1	Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) and certification(s) for contract physician (s) shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) and certification(s) for contract physician (s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.	Random Sampling	<p>Favorable contractor performance evaluation</p> <p>Criteria:</p> <p>100% = Satisfactory rating</p>	<p>Unfavorable contractor performance evaluation.</p> <p>Criteria:</p> <p>99.0% to 99.9% = Marginal rating</p> <p>At or Below 98.9% = Unsatisfactory rating</p> <ol style="list-style-type: none"> <li>1. The physician must be immediately removed from the contract.</li> <li>2. The contractor shall immediately notify the COR and CO.</li> <li>3. The contractor will reimburse the VA for all work performed by an unlicensed provider.</li> <li>4. Contractor shall have work completed by a qualified contract radiologist at NO</li> </ol>

							expense to the VA.
Mandatory Training	2.1.6	Contractor shall complete all required training per VAMC policy	All (100%) of required training is complete on time by contract physician (s).	100% completions, no deviations.	Random Sampling	<p>Favorable contractor performance evaluation</p> <p>Criteria:</p> <p>100% = Satisfactory rating</p> <p>100% = Very Good rating all training completed within 5-days and/or 15-days before the renewal/expiration date</p> <p>100% = Exceptional rating all training completed within 5-days for new employees and/or 30-days prior to the renewal/expiration date.</p>	<p>Unfavorable contractor performance evaluation.</p> <p>Criteria:</p> <p>99.0% to 99.9% = Marginal rating</p> <p>At or Below 98.9% = Unsatisfactory rating</p> <ol style="list-style-type: none"> <li>1. Suspension or termination of all physical and/or electronic access privileges and removal from the contract until such time as the training is complete</li> <li>2. \$500.00 per occurrence (physician)</li> </ol>
Privacy, Confidentiality and HIPAA	6.5	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA and complies with all standards Zero breaches of privacy or	All (100%) contractor physician (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and	100% compliance; no breach of patient confidentiality and privacy.	Contractor shall provide evidence of annual training required by VAMC, reports violations per	<p>Favorable contractor performance evaluation</p> <p>Criteria:</p> <p>100% = Satisfactory</p>	<p>Unfavorable contractor performance evaluation.</p> <p>Criteria:</p> <p>99.0% to 99.9% =</p>

		confidentiality	HIPAA		VA Directive 6500.6.	rating	<p>Marginal rating</p> <p>At or Below 98.9% = Unsatisfactory rating</p> <p><b>Immediate removal of the offending physician from the contract.</b></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 shall be used:

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### 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.

**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.

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### 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.

**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.

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### 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.

**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).

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### 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.

**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).

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## **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 CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

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. 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 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>		

<b>11. SIGNATURE OF CONTRACTOR REPRESENTATIVE</b> <span style="float: right;"><b>Date:</b></span>				
<b>12. GOVERNMENT EVALUATION.</b> <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
<b>13. GOVERNMENT ACTIONS</b> <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
<b>14. CLOSE OUT</b>				
	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 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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COR NAME/TITLE

DATE

SIGNED:

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CONTRACTOR NAME/TITLE

DATE