

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: Sara Vickroy, Contract Specialist

Organization or Agency: Department of Veterans Affairs, VISN 9 Network Contracting Activity

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: Anita F. Gray, Program Support Assistant

Organization or Agency: Department of Veterans Affairs, VAMC Memphis, Memphis, TN

3. CONTRACTOR REPRESENTATIVES

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

Primary COR: Anita F. Gray, Program Support Assistant
Alternate COR: Reginald Penny, AO, Radiology Service

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 (Inclusion of any monetary incentives requires approval through the Department's Senior Procurement Executive (SPE)).

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. **DIRECT OBSERVATION.** 100% surveillance: Observation and random inspection (auditing); surveys.
- b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed. Ten (10) randomly selected patient files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.
- c. **VALIDATED USER/CUSTOMER COMPLAINTS.** Combines elements of validated user complaints and random sampling. Random survey is conducted to solicit user satisfaction. Inspections and sampling may also be generated.
- d. **RANDOM SAMPLING.** Ten (10) randomly selected patient files will be reviewed per quarter. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.
- e. **Verification and/or documentation provided by Contractor.** (For example, off-site contracts may require the contractor to provide information on services provided to patients).

Measure	PWS Para.	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/ Deduct
Qualifications and Availability of Key Personnel	4.7.1.	Medical Physicists shall be Board Certified /Board Eligible in accordance with ACR Standards.	100%	100%	Periodic Sampling of qualification documentation and medical records submitted in accordance with contractor reporting requirements	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
Quality Assurance /Quality Improvement (QA/QI) Documentation	4.7.3.	Reviewable records of device quality assurance shall be maintained. Daily, monthly and annual QA documentation for linear accelerator and CT Simulator are accessible	100% of QA/QI documents complete in accordance with ACR standards	100%	Periodic Inspection and Random Sampling	Favorable contractor performance evaluation	Unfavorable contractor performance evaluation
Chart Review/Physics Check	4.5.1.4, 4.5.1.12.4.	Completion deadlines met as assigned by Radiation Oncology Administration/COR	Chart Review/Physics Check are completed weekly.	100%	Signs off daily		
Peer Review Conferences/ Chart Rounds	4.6.2.	Conduct Weekly Peer Review Conferences/Chart Rounds as required by the PWS.	Peer Review Conferences/Chart Rounds conducted, documented and reported as required.	100%	Periodic Inspection, , and Verification and/or documentation provided by Contractor	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation

Standard Operating Procedures (SOP) for all radiotherapy techniques	4.7.2	Reviewable documentation of all SOPs shall be maintained. Radiotherapy techniques such as IMRT, IGRT, SRT, have written procedures.	100% of procedures are documented and reviewed and updated annually.	100%	Periodic sampling.	Favorable contractor performance evaluations	Unfavorable contractor performance evaluation
Maintains licensing, registration, and certifications	2.1	Updated Licensing, registration and certifications will be provided as they are renewed.	100% Licensing and registration information kept current.	100%	Periodic Sampling and Random Sampling	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
Medical Physicist Reports demonstrate ACR Standards	4.7.5.	Contractor's Medical Physicists 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 Oncology 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 Sampling and Random Sampling	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
Mandatory Training	2.1.6.	Contractor completes all mandatory required training	All Training (100%) completed as required per VAMC policy	100%	Contractor to provide documented evidence %	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
Privacy, Confidentiality and HIPAA	4.4	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 confidentiality	100%	Contractor to provide evidence of annual training required by VAMC, reports violations per policy	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation
Professionalism/Conduct	2.2., 4.7.6.	Contractor employees maintain excellent relationships with patients, Radiation Oncology 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%	Chief/COR notification of complaints	Favorable contractor performance evaluation.	Unfavorable contractor performance evaluation

7. RATINGS

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

<p>EXCEPTIONAL:</p>	<p>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.</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>
<p>VERY GOOD:</p>	<p>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.</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>
<p>SATISFACTORY:</p>	<p>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.</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>
<p>MARGINAL:</p>	<p>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.</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:

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.

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).

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.

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:

COR NAME/TITLE

DATE

SIGNED:

CONTRACTOR NAME/TITLE

DATE