

D. 3 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: Toni Wasgatt

Organization or Agency: NCO 23

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: Mary Shaw

Organization or Agency: Minneapolis VAHCS

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. METHODS OF QA SURVEILLANCE

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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: Nurses, Technologists, and Radiologists all work together. In this environment, the Interventional Radiologist's work is directly observed and monitored. Any patient safety issues would be also identified by this method.
- b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed. Licensing, mandatory training, and attendance will be monitored quarterly by reviewing timesheets, TMS reports, and licensing documentation from the Credentialing Office. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.
- c. **VALIDATED USER/CUSTOMER COMPLAINTS.** Complaints that come from the patient advocate, kiosks, and Press Ganey are monitored by the customer service committee and reported to the Imaging Executive Team. The Chief addresses the issues with the Interventional Radiologist and the COR notifies the CO.
- d. **RANDOM SAMPLING.** To verify scope of practice, five (5) 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.** Contractor must supply certification licensing documentation and certification and update as necessary.

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6. PERFORMANCE MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Frequency	Met AQL/Did Not Meet AQL – CPAR Rating/ Add Comments
Provider Quality Performance (Clinical)	4.4.4.1	All contractor's Radiologists(s) shall perform in accordance with clinical standards.	100% of care provided within clinical standards of care.	100%	OPPE	At award and as required.	
Provider Quality Performance (Specific for Interventional Radiology)	4.4.4.2	All contractor's Radiologists shall perform in accordance with VA administrative process.	Procedure complications: outside the operating room 1. ≥ 2 cases per year that exhibit potentially significant quality of care concerns for cases that meet criteria for a major complication as defined by policy. 2. Appropriate follow-on for skin dose: 3 Gy dose and location recorded in CPRS; PT instructed in self-exam for erythema and report effects to the Physician. 5 Gy Arrangements made to have patient examined by a provider 4-6 weeks following the procedure with subsequent exams as appropriate; RSO notified. 15 Gy skin dose exceeded. ≥ 2 events in a rolling 12-month period.	Meets Standard.	OPPE data will review the following elements: Procedure complications Skin dose exceeding 3 Gy, 5 Gy, 15 Gy	At award and as required.	
Provider Quality Performance VA Administrative Processes and Policies	4.4.4.3	All contractor's Radiologists shall perform in accordance with VA	100% of services provided are within administrative	100%	OPPE	At award and as required.	

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		administrative process.	processes and policies of the VA				
Qualifications of Key Personnel	4.4.4.4	All Contractor's Physicians shall be current ABR certified in accordance with ACR Standards for Interventional Radiology and IAC Standards for complex Vascular Ultrasound.	All (100%) contractor's physician (s) are board certified.	100% No deviations accepted.	Random Inspection of qualification documents.	At award and as required.	
Scope of Practice/Privileging	4.4.4.5	Contractor's Radiologists perform within their individual scopes of practice/privileging	All (100%) contractor's Radiologists perform within their scope of practice/privileges 100% of the time.	All (100%) contractor's Radiologists perform within their scope of practice/privileges 100% of the time. No deviations accepted.	Random Inspection of records.	Quarterly	
Patient Access	4.4.4.6	Contractor's Radiologists shall be available and in location as needed to properly perform tasks as specified.	All (100%) contractor's Radiologist(s) are on time and available to perform services.	Contractor's Radiologists are on-time and available to perform services 95% of the time.	Periodic Sampling of Time and Attendance Sheets.	Monthly	
Patient Safety	4.4.4.7	Patient safety incidents shall to be reported using Patient Safety Report (ePER). All incidents reported immediately (within 24 hours).	All (100%) of patient safety incidents are reported using Patient Safety Report(ePER) within 24 hours of incident.	All (100%) of patient safety incidents are reported using Patient Safety Report(ePER) within 24 hours of incident. No acceptable deviation.	Direct observation.	Daily	
Maintains licensing, registration, and certification	4.4.4.8	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 contractor's Radiologists shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) and certification(s) for contractor's Radiologists shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.	Periodic Sampling and Random Sampling	Quarterly	

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Mandatory Training	4.4.4.9	Contractor physician(s) shall complete all required training per MVAHCS policy	All (100%) of required training is complete on time by contract physician (s).	100% completions, no deviations.	Periodic Sampling of TMS records	Monthly	
Privacy, Confidentiality and HIPAA	4.4.4.10	Contractor and its Physician(s) are 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	All (100%) contractor and its Radiologists comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	100% compliance; no deviations.	Contractor shall provide evidence of annual training required by MVAHCS, reports violations per VA Directive 6500.6.	As required.	

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7. CPAR RATINGS ASSIGNED TO QASP ITEMS:

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used (Reference: CPARS User Manual <https://www.cpars.gov/pdfs/CPARS-Guidance.pdf> p.A2-1):

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>

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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 Report (CR), 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 CR in writing. The CR 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 CR 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 CRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CR below.

9. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE

DATE

SIGNED:

CONTRACTOR NAME/TITLE

DATE

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CONTRACT REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS ISSUE		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
5. DATES				
a. CR PREPARED	b. RETURNED BY CONTRACTOR:		c. ACTION COMPLETE	
6. Issue Identified <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 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.				
13. GOVERNMENT ACTIONS				
14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				