

QUALITY ASSURANCE SURVEILLANCE PLAN

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: Jaime N. Reed

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: Howard Pooler

Organization or Agency: VA Northern Indiana 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 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: through time and attendance logs, periodic walk-ins in the clinic and directly experiencing the requirement first-hand.
- b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. COR will evaluate outcomes through documentation and/or dictation results of all inpatients and outpatients. Randomly selected files will be reviewed per inspection period.
- c. VALIDATED USER/CUSTOMER COMPLAINTS. The Patient Safety Report will be utilized to maintain and track patient complaints. Information from the patient advocacy office will assist in validating the complaints.
- d. RANDOM SAMPLING. Sample is taken when a problem/deficiency is suspected. Sample results are applicable only for the specific work inspected. This will occur either on a monthly or quarterly basis.
- e. VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR. Documentation shall be submitted to the COR and/or CO as verification of compliance. Review of TMS will ensure if contractor personnel are adhering to the mandatory training requirements set forth in the PWS.

6. QASP PERFORMANCE REPORT DATE: _____

Measure	PWS Para.	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method
Qualifications and Availability of Key Personnel	2.9	Radiation Oncology Physicians shall be board certified in accordance with ACR Standards The Contractor shall provide evidence that workload is distributed between 2 or more providers within the group and that treatment is provided in compliance within standard of care outlined in this PWS.	100%	100%	Periodic Sampling of qualification documentation and medical records submitted in accordance with contractor reporting requirements
Patient Reports and Documentation	4.3.4 4.6.2	All notes must be electronically signed and all encounters closed within 24 hrs.	Compliance with VA Rules and Regulations	95%	Periodic Inspection and Random Sampling
Peer Review Conferences/ Chart Rounds	4.4.2.9.	Conduct Peer Review Conferences/Chart Rounds as required by the PWS.	Peer Review Conferences/Chart Rounds conducted, documented and reported as required.	90%	Periodic Inspection, and Verification and/or documentation provided by Contractor
Provider Quality Performance per ACR Standards	4.6.4.	Contractor shall furnish provider specific Ongoing Provider Performance Evaluation (OPPE) data pertinent to Radiation Therapy care for each provider working under this contract.	Contractor provides OPPE documentation for all (100%) staff providing services under the contract. All staff (100%) meet ACR Standards	100%	Direct and indirect observation
Tumor Board Attendance	4.5.2. 4.6.5.	The Contractor shall have a provider representative attend the Tumor Board meetings and participate in the Tumor Board presentation rotation.	Attend 100% of Tumor Board meetings and participate in the Tumor Board presentation rotation.	Attend 80% of Tumor Board Meetings and participate as requested in Tumor Board presentation rotation	Direct Observation

Maintains licensing, registration, and certifications	2.1.1	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
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
Privacy, Confidentiality and HIPAA	4.3	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
Professionalism/ Conduct	2.9.3.3	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%	COR notification of complaints

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>

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.

9. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE DATE

SIGNED:

CONTRACTOR NAME/TITLE DATE

CONTRACT 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. 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				