

## 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.
- Identifies whom will conduct the monitoring of contractor performance
- Describes 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. 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: Alexander Daniel  
260 E. University Ave, Cincinnati OH, 45219, 513-559-3702, [Alexander.Daniel@va.gov](mailto:Alexander.Daniel@va.gov).

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 for Cleveland VAMC: Kenneth West, Administrative Officer  
10701 East Boulevard, Cleveland OH, 44106, 216-791-3800 x820 4313 [Kenneth.West@va.gov](mailto:Kenneth.West@va.gov).

Assigned COR for Columbus VAACC: Kathleen Bobb, Radiology Supervisor  
420 North James Rd. Columbus OH, 43219, 614-257-5241, [Kathleen.Bobb@va.gov](mailto:Kathleen.Bobb@va.gov).

Other Key Government Personnel:

Dr. George, Craig R, Section Chief of Distributed Radiology  
Dr. Kang, Preet, Section Chief of Interventional  
Dr. Pryce, Alison P, Section Chief of Diagnostic Imaging

### **3. PERFORMANCE STANDARDS**

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The Performance Requirements Summary Matrix below includes performance standards which will be used. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

### **4. INCENTIVES**

The Government shall continue to exercise option year (period) and the use of agreement with contractor as incentive. Incentives shall be based on exceeding, meeting, or not meeting performance standards which have been identified as the key performance standards above. The below indicated methods of surveillance will be used by the COR and all program representatives to identify the compliance of the contractor.

### **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: VAMC will be able to monitor directly the cases being completed through referencing the case number and following the patient exam. Evaluation of the Contractor's performance will be completed by assigning a representative to monitor performance to ensure services are received. The VAMC 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. **PERIODIC INSPECTION:** The Contractor will provide quarterly volume reports by radiologist. The peer review and volume information by contract radiologist will be displayed and available to the VAMC through an electronic web-based portal with appropriate security protections. The VAMC facility will be given access to the web portal to access the quality data and reports. The electronic web-based portal will be available for use by the VAMC on the first day of the contract. Reports will be available for the VAMC facility to print from the electronic web-based portal to utilize for Focus Professional Practice Evaluation (FPPE) and Ongoing Professional Practice Evaluation (OPPE) for each privileged contract radiologist.
- c. **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.
- d. **Internal peer review data** provided by contractor as part of ongoing professional practice evaluations of contractors' providers.

## 6. Sample QASP PERFORMANCE REPORT    DATE: \_\_\_\_\_

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Met AQL/DID NOT MEET AQL-  CPAR RATING/ADD COMMENTS
Timeliness of Reports	4.10.3.1	Prompt delivery (timeliness) of interpretations and return for routine/stat/immediate	100% of reports are delivered per the requirements of the PWS into the VA HIS: One hour after VA begins image transmission to the vendor for thirty (30) minutes for Super STAT exam, one (1) hour for STAT exam, three (3) hours for Urgent exam, twelve (12) hours for Routine exam	98%	Daily review of VA HIS records; Monthly Invoice Timeliness Review	
Provider Quality Performance	4.10.3.2	All contract physician (s) shall perform in accordance with clinical standards	100% of care provided within clinical standards of care	94%	OPPE	
Qualifications of Key Personnel	4.10.3.3	All contract physician(s) shall have current board certified in accordance with ACR Standards for Radiology.	All (100%) contract physician (s) are board certified.	100% No deviations accepted.	Random Inspection of qualification documents	

Scope of Practice/Privileging	4.10.3.4	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 Inspection of records.	
Maintains licensing, registration, and certification	4.10.3.5	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.	Periodic Sampling and Random Sampling	
Mandatory Training	4.10.3.6	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.	Periodic Sampling	
Privacy, Confidentiality and HIPAA	4.10.3.7	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentiality and	All (100%) contractor physician (s) comply with all laws, regulations, policies and procedures	100% compliance; no deviations.	Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.	

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Attachment D.1 - QASP

		HIPAA and complies with all standards Zero breaches of privacy or confidentiality	relating to Privacy, Confidentiality and HIPAA			
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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):

<b>EXCEPTIONAL:</b>	<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><i><b>Note:</b> To justify an <b>Exceptional</b> 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.</i></p>
<b>VERY GOOD:</b>	<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><i><b>Note:</b> To justify a <b>Very Good</b> 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.</i></p>
<b>SATISFACTORY:</b>	<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><i><b>Note:</b> To justify a <b>Satisfactory</b> 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.</i></p>
<b>MARGINAL:</b>	<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><i><b>Note:</b> To justify <b>Marginal</b> performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A <b>Marginal</b> 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).</i></p>
<b>UNSATISFACTORY:</b>	<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><i><b>Note:</b> To justify an <b>Unsatisfactory</b> 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 <b>Unsatisfactory</b> 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).</i></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. See Sample CR on the following page.

## 9. COR'S AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

KENNETH WEST, ADMIN OFFICER LSCVAMC DATE

SIGNED:

KATHLEEN BOBB, RADIOLOGY SUPERVISOR COLUMBUS VAACC      DATE

SIGNED:

CONTRACTOR NAME/TITLE	DATE
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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				



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CONTRACTING OFFICER				
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