

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 Contracted performance.

Assigned CO: Daniel Vagts

Organization or Agency: Medical Sharing Office Team 1

b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contracted 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: Robert Meister

Organization or Agency: Minneapolis VAHCS

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3. 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.

4. 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: Contracted DRT-CV's will be directly working with Cardiologists, they will be monitoring their work

b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed. (Define what and how often it will be inspected. For example, 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.** If this method is used, explain how data will be collected and reported.

d. **RANDOM SAMPLING.** If this method is used to define what and how often it will be sampled. (For example, 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.** Review PWS and if this method of surveillance is selected, define how documentation will be verified and how assessment will be conducted. (For example, off-site contracts may require the contractor to provide information on services provided to patients).

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1.1. PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI)

- 1.1.1. Quality Management/Quality Assurance Surveillance: Contract personnel shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.
- 1.1.2. Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event that the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.
- 1.1.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contracted conduct. The final arbiter on questions of acceptability is the CO.
- 1.1.4. Performance Standards: Various methods exist to monitor performance. The COR shall use surveillance methods listed below in the administration of this QASP.

1.1.4.1. Measure: Provider Quality Performance

Performance Requirement: All contracted DRT-CV's shall perform a variety of complex physiological and radiological procedures in accordance with clinical standards at MVAHCS.

Standard: Contracted DRT-CV's independently performs and accesses non-invasive examinations of the heart in accordance with section 4.4 of PWS.

Acceptable Quality Level: 97% Contracted DRT-CV's perform within their scope of practice/privileges 97% of the time. No Deviations.

Surveillance Method: Direct observation, daily reports and chart reviews.

Frequency: Monitor throughout the term of contract by Cardiology staff.

1.1.4.2. Measure: Qualifications of Key Personnel

Performance Requirement: Contracted DRT-CV's shall be Registered with RCIS and/or ARRT and/or ASRT in accordance with standards.

Standard: 100% Contracted DRT-CV's are certified.

Acceptable Quality Level: 100% Contracted DRT-CV's Registered with RCIS and/or ARRT and/or ASRT in accordance with standards.

Surveillance Method: Human Resources/Credentialing

Frequency: Onboarding/credentialing throughout the term of the contract.

1.1.4.3. Measure: Scope of Practice/Privileging

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Performance Requirement: Contracted DRT-CV's perform within their individual scopes of practice/privileging.

Standard: (100%) Contracted DRT-CV's perform within their scope of practice/privileges 100% of the time.

Acceptable Quality Level: 100% Contracted DRT-CV's perform within their scope of practice/privileges 100% of the time. No deviations.

Surveillance Method: Direct observation.

Frequency: Randomly throughout term of contract by cardiology staff.

1.1.4.4. Measure: Patient Access

Performance Requirement: Contracted DRT-CV's available in accordance with the operating hours.

Standard: Contracted DRT-CV's available and in location as needed to properly perform tasks as specified.

Acceptable Quality Level: Contracted DRT-CV's are on-time and available to perform services 95% of the time.

Surveillance Method: Periodic sampling of time and attendance sheets.

Frequency: Randomly throughout term of contract by COR and/or Supervision.

1.1.4.5. Measure: Patient Safety

Performance Requirement: Patient safety incidents shall be reported using Patient Safety Report. All incidents reported within 24 hours.

Standard: Patient safety incidents are reported using Patient Safety Report within 24 hours of incident.

Acceptable Quality Level: 100% of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.

Surveillance Method: Direct Observation

Frequency: Randomly throughout the term of the contract.

1.1.4.6. Measure: Maintains licensing, registration, and certification

Performance Requirement: Updated Licensing, registration and certification shall be provided as they are renewed. Licensing, registration and certification information kept current.

Standard: (100%) registration(s) and certification(s) for Contracted DRT-CV's shall be provided as they are renewed. Licensing and registration information kept current.

Acceptable Quality Level: 100% registration(s) and certification(s) for Contracted DRT-CV's shall be provided as they are renewed. Licensing and registration information kept current.

Surveillance Method: Periodic and random sampling.

Frequency: Randomly throughout term of contract.

1.1.4.7. Measure: Mandatory Training

Performance Requirement: Contractor shall complete all required training on time per MVAHCS policy.

Standard: (100%) of required training is complete on time by Contracted DRT-CV's

Acceptable Quality Level: 100% completions, no deviations

Surveillance Method: Periodic Sampling

Frequency: Randomly throughout term of contract

1.1.4.8. Measure: Privacy, Confidentiality and HIPAA

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Performance Requirement: 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

Standard: (100%) Contracted DRT-CV's comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA

Acceptable Quality Level: 97% compliance, no deviations.

Surveillance Method: Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.

Frequency: Randomly throughout term of contract.

1.1.5. Registration with Contractor Performance Assessment Reporting System

- 1.1.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000 and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIS). FAPIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- 1.1.5.2. Each Contractor whose contract award is estimated to exceed \$150,000 requires a CPARS evaluation. A government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690.
- 1.1.5.3. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contracted performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contracted designated representative for comment. The Contractor representative will have sixty (60) days to submit any comments and re-assign the report to the CO.
- 1.1.5.4. Failure for the Contracted representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contracted representative will be "locked out" of the evaluation and may no longer send comments.

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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 Contracted 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 Contracted 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 Contracted 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 Contracted 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 Contracted performance and the acceptability of the Contracted corrective action plan.

Any CRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample on following page.

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 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				