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 will monitoring take place?
- Who will conduct the monitoring?
- How will monitoring efforts and results 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 task order 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 task order. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.
Assigned CO: Jayne Messer (jayne.messer@va.gov)
Organization or Agency: Network Contracting Office (NCO) - 8

b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the task order 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: Roberto E. Garcia-Rivera, Surgery Service (Roberto.garcia-rivera@va.gov); and
Alternate COR: Jairo J. De Jesus-Ramirez, Surgery Service (Jairo.dejesus-ramirez@va.gov);

c. Organization or Agency: San Juan VA Medical Center (VAMC), VA Caribbean Healthcare System

3. CONTRACTOR REPRESENTATIVES

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

Primary Program Manager (Full Name/email/phone #): _____

Alternate Program Manager (Full Name/email/phone #): _____

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4. PERFORMANCE STANDARDS

The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide task order progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant task order. 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 task order.

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: Data will be obtained thru requesting feedback from OR staff and random observation at OR by Service Chief.

b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. 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. PATS-R system reports will be used to address any patient complaints.

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.

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6. 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
Provider Quality Performance	4.6.4.1.	All Contractor's physician(s) shall perform in accordance with clinical standards	Ongoing Provider Performance Evaluation OPPE documentation for all (100%) staff providing services under the contract. All staff (100%) meet Standards.	100%	Random Inspection of providers profile records; every six (6) months	
Qualifications of Key Personnel	4.6.4.2.	All Contractor's physician(s) shall be Board Certified /Board Eligible in accordance with American Association for Thoracic Surgery: https://www.aats.org/Standards for thoracic surgery.	All (100%) Contractor's physician(s) are board certified	100%	Periodic Inspection or Random Sampling of qualification documents; frequency - annually	
Scope of Practice/Privileging	4.6.4.3.	Contractor's physician(s) perform within their individual scopes of practice/privileging. All physicians must be credentialed in accordance with Medical Center	All (100%) Contractor's physician(s) perform within their scope of practice/privileges 100% of the time.	100% Contractor's physician(s) perform within their scope of practice/privileges 100% of the time.	Random inspection of records; frequency - annually	

		Policies and Procedures.				
Patient Access	4.6.4.4.	The Contractor shall provide Contractor's physician(s) in accordance with the operating hours and VA clinical schedule outlined in this PWS.	All (100%) Contractor's physician(s) are on time and available to perform services.	Contractor's physician(s) are on-time and available to perform services 95% of the time	Periodic Inspection of PeriOp Analytics Program (Surgical Package) and National Surgery Office (NSO) Report for first time starts. To be measured quarterly.	
Patient Safety	4.6.4.5.	Patient safety incidents shall be reported using VA Patient Safety Reporting System. All incidents reported immediately (within 24 hours).	All (100%) of patient safety incidents are reported using VA Patient Safety Reporting System within 24 hours of incident.	100 % of patient safety incidents are reported using VA Patient Safety Reporting System within 24 hours of incident.	Random sampling by reviewing ten (10) selected patient files and if applies, Patient Safety Reports timeliness will be evaluated. To be measured quarterly.	
Maintains licensing, registration, and certification	4.6.4.6.	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 physician(s) shall be provided as they are renewed. Licensing and registration information kept current.	100% licensing, registration(s) and certification(s) for Contractor's physician(s) shall be provided as they are renewed. Licensing and registration information kept current.	Periodic Inspection or Random Sampling; to be measured annually.	

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				No acceptable deviation.		
Mandatory Training	4.6.4.7.	Contractor personnel shall complete all required training on time per facility policy.	All (100%) of required training is complete on time by Contractor's physician(s)	100 % completions	Periodic Inspection or Random Sampling	
Privacy, Confidentiality and HIPAA	4.6.4.8.	Contractor is aware of all laws, regulations, policies and procedures relating to Privacy, Confidentially and HIPAA and complies with all standards Zero breaches of privacy or confidentiality	Contractor's physician(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	100% compliance	Periodic Inspection; Contractor shall provide evidence of annual training required by the facility, reports violations per VA Handbook 6500.6.; to be measured annually.	
Documentation: Signature and Co-signature	4.6.4.9.	Routine care and routine diagnostic testing: required documentation entered into the computerized medical record as required by Medical Center Policy and Joint Commission policies & procedures.	Documentation (signature and co-signature) completed within established/required timeframes.	95% compliance within established timeline.	Random Sampling. Quarterly review of medical record notes and HIMS Reports; to be measured quarterly.	
Documentation: Copy and Paste	4.6.4.10.	Electronic Medical Record (CPRS) review does not	Copy and Paste practices are not evidenced upon	95% compliance	Random Sampling. Review of medical record notes and HIMS Reports.	

		evidence copy and paste.	review of medical record.		To be measured quarterly.	
Universal Precautions: Ensuring correct site surgery	4.6.4.11.	All surgical procedures are performed on the correct patient, at the correct site, and, if applicable, with the correct implant.	Patient identification, correct site marking, and time-out processes done for every patient.	100%	Periodic inspection of random sampling; to be measured quarterly	
Performance Measures	4.6.4.12.	Surgical Infection Prevention (SIP) Indicator and Venous Thromboembolism Prophylaxis	Correct Prophylactic Antibiotics (AB's), Prophylactic AB's Start and End Times, Adequate Venous Thromboembolism Prophylaxis	95%	Periodic inspection of random dampling; to be measured quarterly	
Clinical Consults and Patient Care Encounters	4.6.4.13.	Consults and Care Encounters will be completed within the established timeframes.	Documentation requirements to include completion of consults, and completion of care encounters within 24 hours of clinic visit. For Logistics post Implant consults, within 48 hours of implant installation.	95%	Monitoring of consult process, Health Administrative Service (HAS) Reports, Logistics Reports; to be measured on a monthly basis	
Customer Service Standards	4.6.4.14.	Patient Complaints about the quality of care are reported to the patient advocate, the COR and the	All patient complaints reported are acted upon immediately.	100%	Patient Advocate Program Reports (PATS-R), and/or valid complaints; to be measured annually.	

		contractor for resolution.				
Surgical Risk Calculator	4.6.4.16.	Surgical Risk Calculator tool will be used and properly documented for surgical procedures	All VASQIP eligible procedures will have a risk calculator documented appropriately prior to surgical intervention.	100%	Periodic inspection and random sampling of 10 cases per quarter.	

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7. CPARS 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/cparsweb/assets/documents/CPARS_User_Manual.pdf

EXCEPTIONAL:	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. ***Note:*** *To justify an* ***Exceptional*** *rating, you should identify multiple 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.*
VERY GOOD:	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. ***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.*
SATISFACTORY:	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. ***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.*
MARGINAL:	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. ***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).*
UNSATISFACTORY:	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).*

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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 REPORTING SYSTEM (CPARS).

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. See Sample on following page.

9. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

COR SIGNED:

_____	_____	_____
COR NAME/TITLE	SIGNATURE	DATE

CONTRACTOR SIGNED:

_____	_____	_____
CONTRACTOR NAME/TITLE	SIGNATURE	DATE

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CONTRACT DISCREPANCY REPORT		
1. CONTRACT NUMBER	2. REPORT NUMBER	
3. TO: *(Contracting Officer)*	4. FROM: *(Name of COR)*	
5. DATES		
a. CR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE
6. Issue Identified *(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)*		
7. SIGNATURE OF COR	Date:	
8. SIGNATURE OF CONTRACTING OFFICER	Date:	
9a. TO *(Contracting Officer)*	9a. FROM *(Contractor)*	
10. CONTRACTOR RESPONSE AS TO CAUSE AND ACTIONS TO PREVENT RECURRENCE. *(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)*		
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE	Date:	
12. GOVERNMENT EVALUATION.		

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13. GOVERNMENT ACTIONS

14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				