Quality Assurance Surveillance Plan (QASP)

36C25525Q0562

The contractor will be evaluated in accordance with the following:

1. PURPOSE

A. 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.

B. 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.

C. 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: Jason Condiff, NCO 15

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: Tammy Covert, Operations Manager

3. CONTRACTOR REPRESENTATIVES

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

Primary: Tammy Covert, Operations Manager

Alternate:

4. PERFORMANCE STANDARDS

A. **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.

B. 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: The COR shall monitor scheduled semi-annually preventive and corrective maintenance performance standards (100% Inspection) and enter results into the Surveillance Activity Checklist.

B. Periodic Inspection: Inspections shall be unscheduled and/or conducted quarterly, per COR delegation, or as needed.

C. Customer Feedback: May be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing, the detailed nature of the complaint, must be signed and forwarded to the COR. The COR shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file. The COR shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Surveillance Activity Checklist. Copies of all records shall be submitted to the CO upon receipt for placement in the official contract file, and when necessary, determination of actions.

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6. QASP PERFORMANCE REPORT

Measures	Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive
Patient Access	PWS 4.2, 7.4.1	Provide neuromonitoring services as specified in the requirements. Qualified personnel are available and in location as needed to properly perform tasks as specified.	The contractor shall provide contractor's Neurologists in accordance with the operating hours and VA clinical schedule outlined in this PWS.	Contractor's Neurologists are on-time and available to perform services 100% of the time in accordance with this performance work statement.	Direct Observation	Favorable contactor performance evaluation
Patient Safety	PWS 4.15, 7.4.2	Patient safety incidents shall be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)	All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.	100%of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.	Direct Observation	Favorable contactor performance evaluation
Licensing, Registration, and Certification	PWS 2.1.1 – 2.1.2.2, 7.4.3	Updated licensing, registration, and certification shall be provided as renewed. Licensing and registration information kept current.	Standard 1: Neurologists shall maintain current unrestricted licenses and Board Certification/Eligibility by ABPN; Technologists shall maintain ABRET accreditation; on-site providers shall maintain BLS certification. Standard 2: Electro Neurophysiologic Technologists shall be accredited through the American Board of Registration of Electroencephalographic and Evoked Potential Technologists (ABRET) and shall maintain current Basic Life Support (BLS) certification.	100% licensing, registration(s) and certification(s) for contractor's Neurologists shall be provided as they are renewed. Licensing and registration information kept current.	Periodic Sampling	Favorable contactor performance evaluation

Medical Records	PWS 6, 7.4.4	Contractor shall make all medical records concerning the veteran's surgical care readily accessible to VA and VA surgeons.	All (100%) of reports/status will be available in real time during operation to surgeon(s).	100% compliance	Direct Observation	Favorable contactor performance evaluation
Privacy, Confidentiality and HIPAA	Para 6, 7.4.5	Contractor must maintain privacy, confidentiality, and security guided by VA policies/procedures.	Contractors must comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	100% compliance	Periodic Sampling. Evidence of annual training required by VACOLHCS; report violations per VA Directive 6500.6.	Favorable contactor performance evaluation
Billing for Services	Para 9.3, 7.4.6	Billing invoices must be submitted timely, in monthly arrears.	100% of invoices submitted by the 7th business day of the following month after services performed.	100% compliance	Direct Observation. System-generated compliance reports from the VA's electronic invoicing platform (Tungsten).	Favorable contactor performance evaluation

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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:	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).*

7. 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 CO determine that a 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.

C. 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 CR will also state how long after receipt the contractor must 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.

D. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

E. During contract performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed. The COR shall meet with the contractor as often as needed to assess performance and shall provide a written assessment.

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8. CERTIFICATIONS AND SIGNATURES

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

By signing below, the COR certifies that they have read and understand the methods to evaluate performance for the stated contract. The COR further certifies that they have been provided with a copy of the contract and any other information required to execute their duties.

Name: _____ Date: _____

Signature: _____

CONTRACTOR:

By signing below, the Contractor certifies that they have read and understand the methods by which their performance will be evaluated for the stated contract.

Name: _____ Date: _____

Signature: _____