Quality Assurance Surveillance Plan (QASP)

The contractor shall 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 shall be monitored?
- How shall monitoring take place?
- Who shall conduct the monitoring?
- How shall 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 VA's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the VA may review and revise it on a regular basis. However, the VA shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and VA officials implementing surveillance activities.

2. VA 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: Fernando G. Defillo

   Organization or Agency: Network Contracting Office (NCO 8)

b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper VA 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 VA's behalf.

   Assigned COR: Jairo J De Jesus Ramirez; Alternate COR: Maritere Rodriguez Ruiz

   Organization or Agency: Department of Veterans Affairs-VHA San Juan Medical Center

3. CONTRACTOR REPRESENTATIVES

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

Primary Program Manager:

_____

Alternate Program Manager:

_____

4. PERFORMANCE STANDARDS

The contractor is responsible for performance of ALL terms and conditions of the contract. CORs shall 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 VA performs surveillance to determine the level of contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The VA 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 shall 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.

DIRECT OBSERVATION. 100% surveillance:

a. DIRECT OBSERVATION. 100% surveillance: The Chief of Thoracic Surgery and Thoracic Surgery physician will have direct oversight to their daily attendance as they will be working with the contractor within the operating room.

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. The inspections by the COR to monitor the hours worked and review of the contractor's time sheet for comparison. For example, ten (10) randomly selected patient files will be reviewed per inspections period. All inspections and reports will be conducted in compliance with VA Privacy and information security standards.

c. VALIDATED USER/CUSTOMER COMPLAINTS. N/A

d. RANDOM SAMPLING. On a quarterly basis, 10 patient charts will be selected randomly and reviewed for completeness of the perfusionist record. All reviews and reports will be conducted in compliance with VA Privacy and Information Security Standards.

e. VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR.

   Contractor Staff will provide a time-sheet weekly to the timekeeper for the Cardiothoracic Service. The dates and times will be clearly defined for each contractors work hours.

6. QASP PERFORMANCE REPORT DATE: _____

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Met AQL/DID NOT MEET AQL- CPARS RATING/ADD COMMENTS
1 – Provider Quality Performance	4.6.4.1	Provider Quality Performance	Ongoing Provider Performance Evaluation (OPPE) documentation for all (100%) staff providing services under the contract	100%	OPPE a. Patient Care Performance b. Medical/Clinical knowledge c. Practiced Based Learning & Improvement d. Interpersonal & Communication Skills e. Professionalism f. system Based Practice	
2 - Qualifications of Key Personnel	4.6.4.2	Qualifications of Key Personnel	All contract Perfusionists shall have current certification in accordance with American Board of Cardiovascular Perfusion and maintain license, registration and/or certification. Autotransfusionist shall have only a certification as an Autotransfusionist.	100%	Random Sampling of qualification documents	
3 – Scope of Practice/Privileging	4.6.4.3	Contract personnel(s) perform within their individual scopes of practice/privileging	All (100%) contract personnel(s) perform within their scope of	100% Contractor's personnel(s) perform within their	Random Sampling of records	

			practice/privileges 100% of the time	scope of practice/privileges 100% of the time		
4 – Patient Access (A)	4.6.4.4	Patient must receive treatment in a timely manner	Perfusionists shall be onsite and available during all scheduled OR hours and within 30 minutes of the facility	100%	Periodic Inspection	
5- Patient Access (B)	4.6.4.5	Perfusionists/Autotransfusionist shall be available and be in location as needed to properly perform tasks as specified	Perfusionists shall be onsite and available during all scheduled OR hours and within 30 minutes of the facility	Contractor's personnel(s) are on-time and available to perform services 5% of the time	Periodic Inspection of time and attendance sheets	
6. Patient Safety	4.6.4.6	Patient safety incidents shall be reported using Patient Safety Reporting System All incidents shall be reported immediately (within 24 hours)	All of patient safety incidents are reported using Patient Safety Reporting System within 24 hours of incident	100% of patient safety incidents are reported using Patient Safety Reporting System within 24 hours of incident.	Direct observation and periodic inspection	
7 – Maintains licensing, registration, and certification.	4.6.4.7	Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information shall be kept current	All licensing, registration(s) and certification(s) for contract personnel(s) shall be provided as they are renewed Licensing and registration information shall be kept current	100% licensing, registration(s) and certification(s) for Contractor's personnel(s) shall be provided as they are renewed. Licensing and	Periodic Inspection and Random Sampling	

				registration information kept current. No acceptable deviation.		
8 – Mandatory Training, Privacy, Confidentiality and HIPAA	4.6.4.8	Contractor personnel(s) shall complete all required training on time per facility policy. Contractor personnel(s) 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.	All contractor personnel(s) shall comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality, and HIPPA.	100% completions	Periodic Inspection Contractor personnel(s) shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6	
9 – Clinical Information Return	4.6.4.9	Perfusionists shall be responsible to check and compute all calculations of perfusion, autotransfusion and cell saver treatments.	All cases	100%	Direct observation and random sampling.	
10 – Documentation/Timesheet	4.6.4.10	Time sheet documentation to be completed weekly and turned in to Section Chief for concurrence	Weekly	95%	Periodic inspection and random sampling	

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 VA'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 VA. 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 VA'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 VA. 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 VA. 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 VA. 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).

8. DOCUMENTING PERFORMANCE

a. The VA 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 shall 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 shall in turn review and shall present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR shall 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 shall also state how long after receipt the contractor has to present this corrective action plan to the CO. The VA 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. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement. The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Reporting. The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

_____

COR NAME/TITLE DATE

SIGNED:

_____

CONTRACTOR NAME/TITLE DATE

CONTRACT DISCREPANCY REPORT	
1. CONTRACT NUMBER	2. REPORT NUMBER FOR THIS DISCREPANCY
3. TO: *(Contracting Officer)*	4. FROM: *(Name of COR)*

5. DATES		
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE

6. DISCREPANCY OR PROBLEM *(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, CORRECTIVE ACTION 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. *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*

13. GOVERNMENT ACTIONS *(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)*

14. CLOSE OUT

	NAME	TITLE	SIGNATURE	DATE
a. CONTRACTOR NOTIFIED				
b. COR				

c. CONTRACTING OFFICER				