D.1 Quality Assurance Surveillance Plance (QASP)

36C25726Q0274

Interoperative Neuromonitoring Service - STX

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 will 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 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: Noel E "Rick" Ramirez
   Organization or Agency: Department of Veterans Affairs

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: Randy Jordan
   Organization or Agency: Department of Veterans Affairs

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 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.

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: Staff and management's direct observation of methods, process adherence, and quality during the performance of contractual duties.
b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. Clinical or operational reports and/or 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. Each customer complaint will be investigated by the Surgery Department Administrative Officer. Methods of investigation include the examination of the medical record, EDIS data, and statements provided by the patient, other staff/patients, and the contract personnel. Final determination on the validity of complaints rests with the Surgery Department Section Chief.
d. RANDOM SAMPLING. Ten (10) randomly selected patient files will be reviewed on an as-needed basis to validate other quality indicators.
e. VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR. Supplied documentation will be reviewed and verified by VA Credentialing staff.

6. SAMPLE QASP PERFORMANCE REPORT

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Met AQL/DID NOT MEET AQL- CPAR RATING/ADD COMMENTS
Patient Access	3.1 4.4 4.4.2.1	The Contractor shall provide Contractor's physician(s) and technician(s) in accordance with the operating hours, and VA clinical schedule outlined in this Performance Work Statement (PWS)	All Contractor's personnel are on time and available to perform services. Remote oversight is available during scheduled procedures.	100%	Direct Observation	
Provider Quality Performance	2.1.4 2.2 4.2 4.6.4.2	All Contractors provider(s) must perform in accordance with clinical standards and as specified in the PWS.	All (100%) Contractor's physician(s) must meet or exceed currently recognized national standards of the American Board of Neurological (AMBN), All Contractor's IONM technologist(s) must meet or exceed currently recognized national standards of the American Board of Registration of Electroencephalographic and Evoked Potential	100%	Direct Observation	

			Technologists (ABRET).			
Qualifications of Key Personnel	2.1.1 2.1.2 2.9 4.6.4.3	Supervising physicians providing remote clinical interpretation shall have specialty board certification or eligibility (BC/BE) in Neurology or Physiatry, or demonstrate mastery of intraoperative monitoring through Diplomate of the American Board of Neurophysiologic Monitoring (DABNM) certification. Board-certified neurosurgeons (ABNS) may be accepted if privileged for neurophysiologic monitoring at STVHCS. Contractor's IONM technologists must hold a certificate (be certified) of Neurophysiologic Interoperative Monitoring (CNIM) from the American Board of	All (100%) Contractor's physician(s) are Board Certified. Technologist(s) are ABRET certified.	100%	Random Inspection of Qualification Documents	

		Registration of Electroencephalographic and Evoked Potential Technologists (ABRET).				
Scope of Practice/Privileging	4.4.2 4.6.4.4	Contractor's physician(s) and technician(s) perform within their individual scopes of practice/privileging.	All (100%) Contractor's physician(s) and technician(s) perform within their scope of practice/privileges 100% of the time.	100% Contractor's physician(s) and technician(s) perform within their scope of practice/privileges 100% of the time.	Direct Observation	
Patient Safety	4.4.2.1.6 4.4.2.1.7 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 incidents are reported using Patient Safety Report within 24 hours of the in the incident. No acceptable deviation.	Direct Observation	
Maintains Licensing, Registration, and Certification	2.1.1 2.1.2 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 Neurophysiologist physician(s) and technician(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) and technician(s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.	Periodic Inspection	

D.1 Quality Assurance Surveillance Plance (QASP)

36C25726Q0274

Privacy, Confidentiality and HIPAA	2.1.6 4.3 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.	All (100%) contractor physician(s) and technician(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA.	100% Compliance	Periodic Inspection or Random Sampling; Contractor shall provide evidence of annual training required by the facility, reports violations per VA Handbook 6500.6.	
Timeliness of Documentation/ Reporting	4.4.2.1.6 4.4.2.17 4.6.4.9	All logs and final IONM reports shall be submitted within 24 hours of case completion.	100% compliance	100% Compliance	Audit of submission times	
Equipment maintained according to manufacturer specs, with 99% uptime during scheduled cases	2.1.4 4.4.2.1.5 4.6.4.10	Equipment maintained in accordance with manufacturer guidelines	99% Compliance	99% Compliance	Periodic equipment log review	

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).*

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. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

_____

Randy Jordan DATE

SIGNED:

_____

CONTRACTOR NAME/TITLE DATE

D.1 Quality Assurance Surveillance Plance (QASP)

36C25726Q0274

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				