D.1 Quality Assurance Surveillance Plan (QASP) 36C25527Q0002

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 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: *Michael Carson, CO*

   Organization or Agency: *Dept of Veterans Affairs NCO-15, Leavenworth, KS*

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: *Christopher Lane, Associate GPM; Porsha Fowler-Carr, AO*

   Organization or Agency: *Robert J. Dole VA Medical Center*

3. CONTRACTOR REPRESENTATIVES

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

Primary: Zubair Hassan, MD, Chief of Medicine Service

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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: (if this method is used, define how surveillance will be accomplished.)

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, 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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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
1 -Provider Quality Performance	4.5.4.1.	All Contractor's physician(s) shall perform in accordance with clinical standards.	95% of Ongoing Provider Performance Evaluation (OPPE) shall perform in accordance with clinical standards.	Level: 95% meet standard	OPPE documentation for all (100%) data pertinent to care performed for each provider working undewr this contract. OPPE data will review the following elements: a. Patient Care Performance b. Medical/Clinical knowledge c. Practiced Based Learning & Improvementd. d. Interpersonal & Communication Skills e. Professionalism f. System Based Practice	Quarterly
2-Qualifications of Key Personnel	4.5.4.2	All Contractor's physician(s) shall be Board Certified /Board Eligible (recent graduates up to four (4) years) in accordance with American Board of Internal Medicine's Nephrology Standards.	All (100%) Contractor's physician(s) are Board Certified /Board Eligible (recent graduates up to four (4) years).	100%, No deviations accepted.	Periodic Inspection or Random Sampling of qualification documents.	Quarterly
3 - Scope of Practice/Privileging	4.5.4.3.	Contractor's physician (s) perform within their individual scopes of practice/privileging	All (100%) Contractor's physician (s) perform within their scope of practice/privileges 100% of the time.	100% , No Deviations Accepted	Periodic Inspection or Random Sampling of records.	Quarterly
4 - Patient Access	3.1; 3.2; 4.4.6.2; 4.5.4.4.	Contractor's physician (s) shall be available and in location as needed	All (100%) Contractor's physician (s) are on time and available to perform services.	Contractor's physician (s) perform are on time and available to	Periodic Sampling of documentation	Quarterly

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		to properly perform tasks as specified.		perform services 95% of the time..		
5 - Patient Safety	4.4.7.4.; 4.5.4.5.	Patient safety incidents shall to 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.	Contractor's physician reports incidents within 24 hours 100% of the time	Direct Observation	Daily
6 - Maintains licensing, registration, and certification	2.2.1; 4.5.4.6.	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) (s) shall be provided as they are renewed. Licensing and registration information kept current.	All (100%) licensing, registration(s) & certification(s) for Contractor's Physician(s) shall be provided as they are renewed. Licensing and registration information kept current.	Periodic Sampling and Random Sampling	Annually
7 - Mandatory Training	6.3; 4.5.4.7.	Contractor shall complete all required training per VAMC policy	All (100%) of required training is complete on time by Contractor's physician (s).	100% completions	Verification and/or documentation provided by Contractor	Annually
8 - Privacy, Confidentiality and HIPAA	4.4.2; 4.6.4.8.	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	All (100%) Contractor's physician (s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA	100% compliance	Contractor shall provide evidence of annual training required by VAMC, reports violations per VA Directive 6500.6.	Annually

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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/documents/CPARS-Guidance.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 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 Report (CR), 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 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 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 CRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CR on the following page.

6. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

_____

Christopher Lane, Associate GPM, COR DATE

SIGNED:

_____

Company Representative DATE

CONTRACT REPORT		
1. CONTRACT NUMBER	2. REPORT NUMBER FOR THIS DISCREPANCY	
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.		

13. GOVERNMENT ACTIONS
14. CLOSE OUT

	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				