

## **Attachment D:**

### **Scope of Work**

To provide occupational therapy hours as follows: approximately 1040 hours annually to individuals served at DHS Southeast Arkansas Human Development Center; and approximately 80 hours annually to individuals served at DHS Arkadelphia Human Development Center. Occupational therapy services at each location to include:

- (1) Participation in Individual Program Plan (IPP) Development
- (2) Evaluation and assessment of each individual as needed
- (3) Therapy through direct contact for each individual determined to need occupational therapy services

### **Deliverables**

1. The Occupational Therapist will participate in the initial IPP (30-Day Review) for all individuals residing at the Human Development Center (HDC).
2. The Occupational Therapist shall have a current TB free screening health certificate and shall maintain the health certificate throughout the contract period.
3. The Occupational Therapist will have an Arkansas Occupational Therapist license throughout the contract period.
4. The Occupational Therapist agrees to provide evaluations to all individuals who have been determined to need occupational therapy services through initial and annual screenings. The Therapist will write staff training plans that incorporate the IPP's short and long range goals and objectives.
5. The Occupational Therapist will provide emergency on-call occupational therapy services as needed.
6. The Occupational Therapist will develop and maintain an IPP record of all occupational therapist services that meet ICF/MR regulations ICF standard W319.
7. The Occupational Therapist will provide training and supervision of the staff's occupational therapy activities.
8. The Occupational Therapist will participate in discharge planning for all individuals who have received direct and indirect occupational therapy services and are being discharged from the Human Development Center.

## **PERFORMANCE INDICATORS**

State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identifies expected deliverables, performance measures or outcomes and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.

The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services or at times throughout the contract duration.

The State shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.

All changes made to the Performance Standards shall become an official part of the contract.

Performance Standards shall continue throughout the term of the contract.

Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.

The following table sets forth service criteria for the Contract, the level of acceptable performance for each service criteria and damages for failure to meet the acceptable performance level.

<b>Service Criteria<sup>2</sup></b>	<b>Acceptable Performance</b>	<b>Damages for Insufficient Performance<sup>1,3</sup></b>
The Occupational Therapist will participate in all initial Individual Program Planning sessions and provide written input to the Nursing Services Unit Manager. The Occupational Therapist will confirm that their input has been documented in the IPP.	The Occupational Therapist will supply all specified documentation by the deadline established by DHS without exception.  One hundred percent (100%) of IPPs will contain the Occupational Therapist's written initial planning input in the form of a written report. The Occupational Therapist is responsible for ensuring that their input has been documented as required. An annual review of IPPs will be conducted by the Interdisciplinary Team as part of the management audit for all new admissions.	1. A written warning will be issued for unacceptable performance and the contractor will be required to submit and implement an acceptable corrective action plan. 2. Payment may be delayed, withheld or reduced pending satisfactory implementation of the plan 3. The contract may be terminated.
The Occupational Therapist will complete an evaluation on each individual determined to need services at least eight (8) days prior to the individual's annual staffing. An annual evaluation shall include written plans for staff training as approved by the Occupational Therapist. The written plan will include proposed objectives in terms of developmental programming and the staff support needed to enable the individual to adapt to his or her environment.	One hundred percent (100%) of all required training to meet occupational therapy goals will be provided by the Occupational Therapist. The training of staff will be completed prior to the implementation of the individual's IPP. The Occupational Therapist will monitor the staff's direct communication. The Occupational Therapist will submit all required annual evaluations for review by the Interdisciplinary Team a minimum of eight (8) days prior to the individual's annual staffing.	1. A written warning will be issued for unacceptable performance and the contractor will be required to submit and implement an acceptable corrective action plan. 2. Payment may be delayed, withheld or reduced pending satisfactory implementation of the plan. 3. The contract may be terminated.

<p>The Occupational Therapist will provide direct occupational therapy at the frequency stated in the individual's 24-hour schedule and as stated in the IPP. Based on the individual's condition and needs, the Occupational Therapist will modify the prescribed services in the IPP and provide the planned services as prescribed. At the request of the Interdisciplinary Team the Occupational Therapist will re-evaluate the designated individual and prescribe therapy based on the reevaluation. At least once a month the Occupational Therapist will report the individual's progress toward meeting stated therapy objectives.</p>	<p>One hundred percent (100%) of individuals determined to need occupational therapy services will receive occupational therapy services as stated in the IPP. Provision of services will be monitored monthly by the individual's program coordinator through review of progress reports and direct observation.</p>	<ol style="list-style-type: none"> <li>1. A written warning will be issued for unacceptable performance and the contractor will be required to submit and implement an acceptable corrective action plan.</li> <li>2. Payment may be delayed, withheld or reduced pending satisfactory implementation of the plan.</li> <li>3. The contract may be terminated.</li> </ol>
<p>The Occupational Therapist will document and maintain the individual records of all persons receiving occupational therapy services as required by the facility to meet ICF/MR standards.</p>	<p>One hundred percent (100%) of individuals receiving occupational therapy services at the HDC will have records documented and maintained by the Occupational Therapist as required by the facility to meet ICF/MR regulations and CARF standards.</p>	<ol style="list-style-type: none"> <li>1. A written warning will be issued for unacceptable performance and the contractor will be required to submit and implement an acceptable corrective action plan.</li> <li>2. Payment may be delayed, withheld or reduced pending satisfactory implementation of the plan.</li> <li>3. The contract may be terminated.</li> </ol>
<p>The Occupational Therapist will provide ongoing occupational therapy staff training. The Occupational Therapist will monitor all staff that provides direct communication training services.</p>	<p>The Occupational Therapist will complete one hundred percent (100%) of staff training prior to the implementation of the individual's IPP. The Occupational Therapist will also monitor direct communication staff and provide a quarterly evaluation. The Occupational Therapist will submit all training documentation to Staff Development and all individual therapy progress notes to the individual's Program Coordinator.</p>	<ol style="list-style-type: none"> <li>1. A written warning will be issued for unacceptable performance and the contractor will be required to submit and implement an acceptable corrective action plan.</li> <li>2. Payment may be delayed, withheld or reduced pending satisfactory implementation of the plan.</li> <li>3. The contract may be terminated.</li> </ol>
<p>The Occupational Therapist will provide monthly orientation and training for professional and nonprofessional staff in the prescribed therapy treatment methods and educational techniques. The Occupational Therapist will determine each individual's specific program needs and consult with staff to plan appropriate activities, exercises, self-help skills and</p>	<p>One hundred percent (100%) of the professional and nonprofessional staff will receive occupational therapy orientation, training and consultation as required to facilitate the individual's progress on established occupational therapy objectives. Occupational Therapist orientation, training and consultant activities will be monitored and documented by the individual's Program Coordinator and will be used to determine the Occupational Therapist's training effectiveness.</p>	<ol style="list-style-type: none"> <li>1. A written warning will be issued for unacceptable performance and the contractor will be required to submit and implement an acceptable corrective action plan.</li> <li>2. Payment may be delayed, withheld or reduced pending satisfactory implementation of the plan.</li> <li>3. The contract may be terminated.</li> </ol>

use of special rehabilitation equipment.		
The Occupational Therapist will participate in discharge planning sessions as indicated and provide written input for the individual's discharge plan as required by ICF standard W271.	One hundred percent (100%) of individuals discharged from the HDC who have received direct or indirect occupational therapy services will have a written discharge plan from the Occupational Therapist.	<ol style="list-style-type: none"> <li>1. A written warning will be issued for unacceptable performance and the contractor will be required to submit and implement an acceptable corrective action plan.</li> <li>2. Payment may be delayed, withheld or reduced pending satisfactory implementation of the plan.</li> <li>3. The contract may be terminated.</li> </ol>

1. Acceptable performance of all provision and performance indicators in the contract shall be determined at the sole discretion of DHS. In addition to other remedies identified herein, one or more of the following remedies will be imposed for unacceptable performance of a provision or performance indicator.
2. These Service Criteria shall not be construed as the exclusive obligations of the contractor under the contract and are in addition to any and all other obligations under the Invitation For Bid and all attachments thereto, and any other contract documents between the State and the contractor. In the event of any conflict between the Service Criteria and the "Scope of Work" section of the Invitation For Bid, the latter shall control.
3. This compensation shall be in addition to any and all other damages or remedies available to the State at law or in equity.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure in a manner acceptable to the agency within 72 hours to the insufficiency. The State shall have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or is in the best interest of the state. In these instances, the State shall have final determination of the performance acceptability.

These service areas are not the exclusive duties or requirements to be met under the contract, and nothing herein is indicated to comprehensively define, modify, or to limit the duties or liability of the Contractor for failure to perform in accordance with the terms of the Contract, the Scope of Work above, or any other provision of this Invitation for Bid. The IFB, including the Scope of Work, is binding on the Contractor and shall be considered a part of the contract.

Should any compensation be owed to the agency due to the assessment of damages, the vendor shall follow the direction of the agency regarding the required compensation process.

The damages set forth do not in any way limit the damages available to the State, and **must** be in addition to any and all other damages or remedies available to the State at law or in equity.