



**TENNESSEE DEPARTMENT OF EDUCATION (TDOE)**  
**DIVISION OF SPECIAL POPULATIONS**  
**EARLY CHILDHOOD IDEA PROGRAMS**  
**Tennessee Early Intervention System (TEIS) Vendor Application**  
**JULY 1, 2015-JUNE 30, 2016**

Agency:	
Program Director:	
Address:	
Phone Number:	FAX Number:
E-Mail Address:	
Fiscal Contact Person:	
Phone Number:	Email Address:
Executive Director:	Email Address:
Address:	
<p><b>Submit Tennessee Early Intervention System Vendor Application and all required supporting documents by <u>Friday, May 1, 2015</u>.</b></p> <p><b>Partial submissions WILL NOT BE ACCEPTED. Agencies who resubmit their application, due to the omission of required documents, are required to submit the application and supporting documents in its entirety. Partial applications as resubmissions WILL NOT BE ACCEPTED.</b></p> <p><b>Hard copies of the Tennessee Early Intervention System Vendor Application and all supporting documents must be submitted via FedEx or UPS to the address listed below.</b></p> <p style="text-align: center;"> <b>Department of Education</b>  <b>Attn: TEIS / Robin Crutcher</b>  <b>10th Floor, Andrew Johnson Tower</b>  <b>710 James Robertson Pkwy</b>  <b>Nashville, TN 37243</b> </p> <p><b>Applying agencies will be notified by May 29, 2015 as to their status for an approved grant contract, including approved budget proposal, for FY 2015-16.</b></p> <p><b>Questions regarding the TEIS Vendor Application process should be sent by email to <a href="mailto:Barbara.Bridges@tn.gov">Barbara.Bridges@tn.gov</a>.</b></p> <p><b>DO NOT CONTACT THE TEIS CENTRAL OFFICE OR THE FISCAL SERVICES UNIT (FSU) DIRECTLY FOR ASSISTANCE WITH THE GRANT CONTRACT APPLICATION PROCESS.</b></p>	

### Compliance Assurances for Use of IDEA Part C Funds

The contractor hereby assures the IDEA Part C Program that the contractor meets each of the following conditions:

1. IDEA Part C funds will be used only for the benefit of children ages birth through two with identified disabilities and/or developmental delays.
2. The contractor understands that the contract is funded for one year only, July 1 – June 30, and must reapply annually for consideration of continued funding.
3. The contractor agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the authorized service or in the employment practices of the contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
4. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A TENNESSEE GOVERNMENTAL ENTITY, UNIVERSITY OF TENNESSEE OR BOARD OF REGENTS COLLEGE OR UNIVERSITY] The contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.
5. The contractor understands and agrees that this contract shall be null and void if the contractor is, or within the past six months has been, a state employee or if the contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, a state employee. For purposes of this provision, an individual shall be deemed a state employee until such time as all compensation for salary, termination pay, and annual leave has been paid.
6. The State may terminate this purchase without cause for any reason, and such termination shall not be deemed a breach of contract by the State.
7. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY, UNIVERSITY OF TENNESSEE OR BOARD OF REGENTS COLLEGE OR UNIVERSITY] The contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the contractor, its employees, or any person acting for or on its or their behalf relating to this purchase. The contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this purchase or otherwise enforce the obligations of the contractor to the State.
8. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Authorization, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Authorization.
  - a. The contractor hereby attests, certifies, warrants, and assures that the contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Authorization and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Authorization.
  - b. The contractor shall maintain records for all personnel used in the performance of this contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - c. The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.
  - d. For purposes of this contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or

regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract.

9. Activities and records pursuant to this contract shall be subject to monitoring and evaluation by the State or duly appointed representatives.
10. The contractor must submit an invoice in form and substance acceptable to the State to effect payment.
11. The contractor agrees to abide by the procedures contained in the General Provider Requirements Section of the TEIS Operations Manual, TEIS Policy memorandums, and Central Reimbursement Office (CRO) Billing Instructions posted on the TEIS website [www.tennessee.gov/education/teis](http://www.tennessee.gov/education/teis).
12. The contractor agrees that all individuals rendering IDEA Part C services under this contract are licensed, when applicable, or hold the necessary credentials as appropriate for their specialty area. The contractor further agrees to submit documentation of licensure and/or copies of degrees/transcripts of all staff providing direct services to TEIS eligible children. The contractor shall provide evidence of criminal records verification of all staff providing direct services to TEIS eligible children.
13. The contractor, if applicable based on the service being provided, shall maintain a configuration of staff with education, competencies, and experience that complies with the State's qualifications as listed below in a, b, c and d. For persons providing developmental therapy services as a Board Certified Behavioral Analyst (BCBA), Board Certified Associate Behavior Analyst, (BCaBA), Behavioral, and Behavior Technician to children who meet Tennessee's definition of eligibility under Part C of IDEA, the contractor will submit documentation of staff credentials when requested.
  - a. Developmental Therapy Board Certified Behavioral Analyst (BCBA) - This individual has a master's degree and holds a current Behavior Analyst Board Certification (BCBA).
  - b. Developmental Therapy Board Certified Associate Behavior Analyst (BCaBA) - This individual has a bachelor's degree and holds a current BCaBA certification.
  - c. Developmental Therapy Behavior - This individual has a bachelor's degree and has no less than 1 year of experience providing Applied Behavior Analysis Therapy but has not received a board certification.
  - d. Developmental Therapy Behavior Technician - This individual has experience providing Applied Behavior Analysis therapy and has completed no less than 20 hours of Applied Behavior Analysis training.
14. For persons providing home and/or center based developmental therapy early intervention services to children who meet Tennessee's definition of eligibility under Part C of IDEA, <http://www.tn.gov/education/teis/eligibility.shtml>, the contractor shall maintain a configuration of providers and supervisors with education, competencies, and experience in compliance with the State's minimum qualifications, listed below. The contractor shall submit documentation of provider and supervision credentials upon request.
  - a. Providers of home based developmental therapy early intervention services:
    - i. All providers of home based developmental therapy must hold the minimum of a bachelor's degree. This requirement does not apply to providers who contracted with the State prior to July 1, 2014, to provide these services.
    - ii. All providers must hold a Baccalaureate and/or Masters and/or Doctorate degree in early childhood special education, early childhood education, child and family studies (child development), early intervention, or related field. Related field means a degree in deaf education or visual disabilities, special education K-12, elementary education, communication disorders and speech language pathology. Social Work, nursing and psychology degrees are not considered related fields. This requirement does not apply to providers who contracted with the State prior to July 1, 2014, to provide these services.
  - b. Providers of center based developmental therapy early intervention services:
    - i. Providers must hold a high school diploma or equivalency and be supervised by staff who meet minimum degree requirements as listed below in subsection ii and iii.
    - ii. All supervisors of providers of center based developmental therapy early intervention services must hold the minimum of a bachelor's degree. This requirement does not apply to providers who contracted with the State prior to July 1, 2014, to provide these services.

- iii. All supervisors of providers of center based developmental therapy early intervention services, must hold a baccalaureate and/or masters and/or doctorate degree in early childhood special education, early childhood education, child and family studies (child development), early intervention, or related field. Related field means a degree in deaf education or visual disabilities, special education K-12, elementary education, communication disorders and speech language pathology. Social Work, nursing and psychology degrees are not considered related fields. This requirement does not apply to providers who contracted with the State prior to July 1, 2014, to provide these services.
15. The contractor shall ensure that a curriculum, designed for children birth to three, with or without disabilities, is used to develop center based developmental therapy intervention plans. Curriculums are required to be cross walked to the Tennessee Early Learning Development Standards (TNELDS).
16. The contractor's developmental therapy staff shall have access to, and participate in, on-going training regarding both required and best practices related to the provision of quality early intervention services. Full-time staff shall participate in a minimum of 42 hours of in-service training per year including but not limited to trainings provided and required by the State. The hour requirement for less than full time staff may be adjusted proportionally. The State will request training records for developmental therapy staff a minimum of once per contract year. Failure to provide documentation of training received may affect agency's status as a vendor for future contract years.
17. The Vendor must be available for any new or on-going training in regard to TEIS Part C regulations, state regulations and Tennessee's Early Intervention Data System (TEIDS).
18. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY, UNIVERSITY OF TENNESSEE OR BOARD OF REGENTS COLLEGE OR UNIVERSITY] The contractor shall obtain and submit proof of professional malpractice liability insurance with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate covering all staff providing direct services to TEIS eligible children. Tennessee's Early Intervention System shall be named as a certificate holder. Professional liability insurance must remain in effect for the duration of the contractor relationship.
19. The contractor is responsible for the completion of TEIS Vendor training annually. TEIS Vendor Training will be provided by the State.
20. The State is not responsible for the payment of services rendered without specific, written authorization as documented by the child's Individualized Family Service Plan (IFSP) in Tennessee's Early Intervention Data System (TEIDS). The service must be documented in the child's IFSP in TEIDS prior to service delivery and the service must be rendered within the authorization period.
21. The contractor understands that services cannot be rendered effective until the approved contractor receives an executed contract from the Tennessee Department of Education.
22. Under no circumstance, shall the parent of a TEIS eligible child be held responsible for payment of a charge for a TEIS-funded service in accordance with an IFSP as defined in IDEA Part C. This includes, but is not limited to, such costs as application fees, registration fees, material/supply fees, field trips.
23. The contractor shall adhere to the CRO Billing Instructions found here [www.tennessee.gov/education/teis](http://www.tennessee.gov/education/teis).
- Pursuant to IDEA Part C, TEIS is "Payor of Last Resort", Vendor charges for a child's IFSP services will be paid by the child's primary payor source, i.e., private insurance, TennCare, CoverKids or TriCare, as applicable. The cost of services purchased will be based on the primary payor's usual and customary fees or negotiated charges not to exceed the amount of the State's maximum liability.
  - If payment by the primary payor is based on a negotiated charge, then the portion payable by the State will be based on the same negotiated charge but not to exceed the maximum allowable cost for that service as established by this agreement. Consequently, the State shall benefit to the same extent and the same manner as the primary payor. If payments from other sources equal or exceed the amount of the State's maximum liability as a sole payor, the State will not pay additional fees on any charge.
  - IFSP services may be paid by the State under the following circumstances: if the child has no insurance, if certain services are not covered by insurance, patient balance remains due to deductibles or after insurance payment, or if access to the child's insurance has been denied.

- d. The contractor, not the State, will process ALL third party billing, i.e., TennCare, CoverKids, TriCare and private insurance.
  - e. All TEIS sole payer service units must be submitted for payment within 60 days of service including resubmissions.
  - f. All other service units with applicable insurance explanation of benefits must be submitted for payment within 120 days of service including resubmissions.
  - g. All Vendors providing therapeutic services are required to bill private insurance and TennCare for their services. (i.e. therapists in group practice or employed by a hospital are already part of the insurance system.)
  - h. Payment for TEIS services rendered will be made within 60 days from the receipt of the Billing Invoice.
  - i. ANY INVOICES SUBMITTED AFTER OCTOBER 31, 2016 FOR SERVICES RENDERED JULY 1, 2015– JUNE 30, 2016 WILL NOT BE PAID.
24. When the contractor provides a therapy service conducted in the child’s natural environment such as the home, or community-based setting, the State may provide a higher incentive rate (not to exceed the maximum allowable rates) which is also inclusive of travel costs listed on the contract. Note: A “clinic setting” is deemed “other” and not eligible for the incentive rate.
25. To ensure the safety of the children receiving early intervention services through the TEIS program, the contractor shall provide criminal records verifications for all persons that provide services under this authorization prior to commencing work.
- a. At a minimum, the criminal records verification must include a check of the national sex offender registry found at <http://www.nsopw.gov/Core/Portal.aspx>, Tennessee Bureau of Investigation’s sex offender registry found at [http://www.tbi.state.tn.us/sex\\_offender\\_reg/sex\\_offender\\_reg.shtml](http://www.tbi.state.tn.us/sex_offender_reg/sex_offender_reg.shtml), and the Department of Health’s elderly or vulnerable persons registry found at <http://health.state.tn.us/AbuseRegistry/default.aspx>.
  - b. If the contractor determines that an individual shall not participate in providing services, the contractor shall so notify that individual and the State.
26. The contractor shall notify TEIS at least 15 days in advance before unilaterally discharging a child prior to the completion of his/her IFSP goals.

Signatures (Required):

Executive Director	Date
Agency Director	Date

## **Vendor Award Application Instructions**

### **Overview**

Individuals with Disabilities Education Act (IDEA) Part C requires that each eligible child receive an Individualized Family Service Plan (IFSP) which represents appropriate interventions from various providers with various expertise at certain points in the child's development and eligibility period. Authorization to Vendor contracts allow for on-going access of services based on frequency and intensity as determined by the IFSP.

For purposes of the 2015-16 fiscal year the TDOE has determined the following priority area(s):

### **Closing the Achievement Gap and/or Promoting Inclusion for Students with Disabilities**

### **Instructions**

Complete and submit all required documents accurately and in entirety. The application which contains the assurances must be signed and dated by the Agency Executive Director and the Agency Director. Do not include unnecessary information.

All required documents will be sent in hard copy via FEDEX or UPS with a tracking number to:

Department of Education  
Attn: TEIS / Robin Crutcher  
10th Floor, Andrew Johnson Tower  
710 James Robertson Pkwy  
Nashville, TN 37243

### **Required documentation**

OTs, PTs, Speech Therapists, Developmental Therapists (DT), all others except for Interpreters and vendors rendering Assistive Technology services

1. Vendor Application
2. Agency Demographic Workbook (Template provided by the State)
3. Service Demographic Workbook (Template provided by the State)
4. Resumes (required for DTs only)
5. College transcripts (required for DTs only)
6. Licenses
7. Background Checks
8. Professional Liability Insurance [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY, UNIVERSITY OF TENNESSEE OR BOARD OF REGENTS COLLEGE OR UNIVERSITY]
9. Training Plan (required for DTs only)
10. Supervision Plan (required for DTs only)

### **Interpreter's documentation**

1. Vendor Application
2. Agency Demographic Workbook (Template provided by the State)
3. Service Demographic Workbook (Template provided by the State)
4. Background checks

### **Assistive Technology documentation**

1. Vendor Application
2. Agency Demographic Workbook (Template provided by the State)
3. Service Demographic Workbook (Template provided by the State)
4. Licenses (required if working directly with the child, i.e. fittings, adjustments, etc)
5. Background Checks (required if working directly with the child, i.e. fittings, adjustments, etc)
6. Professional Liability Insurance [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY, UNIVERSITY OF TENNESSEE OR BOARD OF REGENTS COLLEGE OR UNIVERSITY]

## **Additional information**

**AGENCY DEMOGRAPHIC AND BUDGET WORKBOOKS:** Enter information directly into the excel sheets that are provided by the State.

**RESUMES (FOR DEVELOPMENTAL THERAPY STAFF):** Copies of resumes for all staff rendering DT services or providing supervision to those rendering services to Part C eligible children under the Authorization to Vendor.

**COLLEGE TRANSCRIPTS (FOR DEVELOPMENTAL THERAPY STAFF):** Copies of college transcripts for all staff rendering services or providing supervision to those rendering services to Part C eligible children under the Authorization to Vendor.

**LICENSURES:** Copies of credentials and any applicable licenses for all staff rendering services to Part C eligible children under the Authorization to Vendor. If licensed as a teacher, please provide a copy of the State license.

**BACKGROUND CHECKS:** To ensure the safety of the children receiving early intervention services through the TEIS program the Grantee shall provide background checks for all persons that provide services under this Authorization to Vendor prior to commencing work. DO NOT click on the link below to access the websites.

**Type the website into your browser.** This will take you to the website. **These websites provide the required information at no cost to you.** Information is required from all three sites.

National sex offender registry found at <http://www.nsopw.gov/Core/Portal.aspx>

Screen print the results page (will include the provider's name) for Vendor Application submission.

Tennessee Bureau of Investigation's sex offender registry found

at [http://www.tbi.state.tn.us/sex\\_ofender\\_reg/sex\\_ofender\\_reg.shtml](http://www.tbi.state.tn.us/sex_ofender_reg/sex_ofender_reg.shtml)

Screen print the results page (will not include the provider's name); the agency representative conducting the search should write in the staff's name being searched and date & sign the results page.

The Department of Health's elderly or vulnerable person's registry found

at <http://health.state.tn.us/AbuseRegistry/default.aspx>

Screen print the results page (will include the provider's name for Vendor Application submission.

## **PROFESSIONAL LIABILITY INSURANCE**

[THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY, UNIVERSITY OF TENNESSEE OR BOARD OF REGENTS COLLEGE OR UNIVERSITY] The Grantee shall obtain and submit proof of professional malpractice liability insurance with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate covering all staff providing direct services to TEIS eligible children. Tennessee's Early Intervention System shall be named as a certificate holder. Professional liability insurance must remain in effect for the duration of the vendor relationship.

The address that should be used to add TEIS as a certificate holder is:

Department of Education  
Attn: TEIS-FSU  
10th Floor, Andrew Johnson Tower  
710 James Robertson Pkwy  
Nashville, TN 37243

**TRAINING PLAN (FOR DEVELOPMENTAL THERAPY STAFF):** Training Plans outline the agencies process for ensuring that all staff providing services to Part C eligible children reflects best practice techniques and strategies.

**SUPERVISION PLAN (FOR DEVELOPMENTAL THERAPY STAFF):** Supervision Plans outline the agencies process for ensuring that all staff providing services to Part C eligible children have adequate supervision to provide home visiting best practice techniques and strategies.

