

GRANT APPLICATION (VENDOR)



TENNESSEE DEPARTMENT OF EDUCATION (TDOE)
 DIVISION OF SPECIAL POPULATIONS AND STUDENT SUPPORT
 Tennessee Early Intervention System (TEIS) Vendor Application

Agency:	
Program Director:	
Address:	
Phone Number:	FAX Number:
E-Mail Address:	
Fiscal Contact Person:	
Phone Number:	Email Address:
Executive Director:	Email Address:
Address:	
<p>Submit Tennessee Early Intervention System Vendor Application and all required supporting documents by April 15, 2019.</p> <p>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.</p> <p>Hard copies of the Tennessee Early Intervention System Vendor Application and all supporting documents must be submitted via FedEx, UPS, or the United States Postal Services to the address listed below.</p> <p style="text-align: center;">Department of Education Attn: TEIS 11th Floor, Andrew Johnson Tower 710 James Robertson Pkwy Nashville, TN 37243</p> <p>Applying agencies will be notified by email as to their status for an approved vendor contract. NOTE: If a contract is awarded, the period of the contract will be based upon effective date of contract.</p> <p>Questions regarding the Tennessee Early Intervention System Vendor Application process should be sent by email to Barbara.Bridges@tn.gov.</p> <p>DO NOT CONTACT THE TEIS CENTRAL OFFICE OR THE FISCAL SERVICES TEAM (FST) DIRECTLY FOR ASSISTANCE WITH THE VENDOR CONTRACT APPLICATION PROCESS.</p>	

Upon evaluation of this application and award of a contract, the Grantee shall provide a variety of services to Part C children and families in accordance with the child's Individualized Family Service Plan (IFSP) as defined by the Individuals with Disabilities Education Act (IDEA) 34 CFR §303.13.b. and the Rules of State Board of Education, Chapter 0520-01-10.

The contracts will be awarded for five years beginning July 1, 2019 and ending June 30, 2024 if all requirements are met. The State will continue to accept applications after April 15, 2019; however the effective date of the contract may be later than July 1, 2019.

The application will be evaluated for items on the rubric at Attachment A. Previous performance history will be considered. If awarded a contract, referrals will be made based on need in the discipline area and region.

The required documentation for consideration of a contract is located at Attachment B.

The application must be signed and dated by the Agency Executive Director and the Agency Director. If signature by the Agency Executive Director and the Agency Director is not appropriate, the owner/individual, CEO or other appropriate leadership (CFO, CAO, etc) may sign the application.

If a contract is awarded, the Grantee must accept the State's terms and conditions (see pro forma scope of services in attachment C) on a state template prior to providing services. The pro forma is an approximation of what Grantees will be expected to sign, and State reserves the right to make modifications or additions prior to finalization.

Individuals/agencies desiring to provide any of the following services should complete and submit the vendor application as indicated on the following pages.

Assistive Technology devices/services	
Audiology	Interpreting
Occupational Therapy and Certified Occupational Therapy Assistants	Physical Therapy and Physical Therapy Assistants
Developmental Evaluations (AEPS)	Psychological Assessments/Evaluations
Developmental Therapy Evaluations/Developmental Therapy – Board Certified Behavioral Analyst (BCBA)	Speech Therapy and Speech Language Pathology Assistants
Developmental Therapy – Behavioral and Board Certified Associate Behavioral Analyst (BCaBA)	Vision Assessments/Services
Developmental Therapy – Behavior Technician	Developmental Therapy – Registered Behavior Technician (RBT)

NOTE: Developmental Therapy Center-Based services will no longer be provided under the vendor contract. Agencies interested in providing this service must complete a response to the Center Based Early Intervention solicitation.

The State has sole discretion to determine if an application is responsive to this solicitation. All contract awards and terms and conditions are subject to approval by the state's procurement offices and the availability of funds.

Signatures (Required):

Executive Director (owner/CEO/CAO/CFO as leadership appropriate)

Date

Agency Director (if appropriate)

Date

TEIS VENDOR APPLICATION RUBRIC

Tennessee Early Intervention System Vendor Application Rubric
JULY 1, 2019-JUNE 30, 2024

AGENCY:
DATE APPLICATION PACKET RECEIVED:

Number of in-network insurance companies:

- | | |
|-------------------|---------|
| 1. 0-1 Insurances | Score 1 |
| 2. 2-5 insurance | Score 2 |
| 3. 6-9 insurances | Score 3 |
| 4. 10 or more | Score 4 |

Number of counties served.

- | | |
|--------------|---------|
| 1. 0-1 | Score 1 |
| 2. 2-4 | Score 2 |
| 3. 5-6 | Score 3 |
| 4. 7 or more | Score 4 |

Number of counties agency will provide home/community based services

- | | |
|--------------------------------------|---------|
| 1. 0-1 counties home/community based | Score 1 |
| 2. 2-4 | Score 2 |
| 3. 5-6 | Score 3 |
| 4. 7 or more | Score 4 |

Number of disciplines to provide services to Part C eligible children

- | | |
|------------------|---------|
| 1. 1 discipline | Score 1 |
| 2. 2 disciplines | Score 2 |
| 3. 3 disciplines | Score 3 |
| 4. 4 or more | Score 4 |

Provides home/community based services. Score 5

DATE OF REVIEW:
SCORE:
APPROVAL RATING:

TEIS VENDOR APPLICATION REVIEWER NAME & SIGNATURE

REVIEW PROCESS

All applications will be given a mark of "Pass" or "Fail" based on submission of packet containing all required forms. Only complete application packets will be reviewed for approval.

Maximum Score= 21

40%-100%: Approval (exceptions: interpreting and assistive technology only have automatic approval)

Below 40%: Conditional, based on need for TEIS district

The Review Committee will consist of a minimum of three State of Tennessee Department of Education employees.

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. Vendor contracts allow for on-going access of services based on frequency and intensity as determined by the IFSP.

Early intervention services are also critical for the following priority area, as determined by the TDOE:

Early Foundations and Literacy

Instructions

Complete and submit all required documents accurately and in entirety. The vendor application and all required supporting documentation must be submitted by April 15, 2019 to be considered for an award beginning July 1, 2019. Do not include unnecessary information.

All required documents will be sent in hard copy via FEDEX, UPS or the United States Postal System with a tracking number to:

Department of Education
Attn: TEIS
11th 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. Licenses (includes BCBA, BCaBA and RBTs)
5. Background Checks and Fingerprinting documentation
6. Resumes (only required for DT-Behavioral and DT – Behavior Tech)
7. College transcripts (only required for DT-Behavioral and DT – Behavior Tech)
8. Training Plan (only required for BCBA, BCaBA, DT-Behavioral, DT-RBT, DT – Behavior Tech)
9. Supervision Plan (only required for BCBA, BCaBA, DT-Behavioral, DT-RBT, DT – Behavior Tech)
10. Certificate(s) of Insurance including Professional Liability Insurance, Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance, Crime Insurance, and Sexual Abuse and Molestation Insurance. Additional details are below. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY, UNIVERSITY OF TENNESSEE OR BOARD OF REGENTS COLLEGE OR UNIVERSITY]
11. Copy of letter indicating registration or exemption of sale and use tax with the Department of Revenue.

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 and Fingerprinting documentation
5. Copy of letter indicating registration or exemption of sales and use tax with the Department of Revenue

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 and Fingerprinting documentation (required if working directly with the child, i.e. fittings, adjustments, etc)
6. Certificate(s) of Insurance including Professional Liability Insurance, Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance, Crime Insurance, and Sexual Abuse and Molestation Insurance. Additional details are below. [THIS SECTION SHALL NOT BE APPLICABLE IF THE VENDOR IS A GOVERNMENTAL ENTITY, UNIVERSITY OF TENNESSEE OR BOARD OF REGENTS COLLEGE OR UNIVERSITY]
7. Copy of letter indicating registration or exemption of sales and use tax with the Department of Revenue

Additional information

AGENCY DEMOGRAPHIC, SERVICE DEMOGRAPHIC WORKBOOKS: Enter information directly into the excel sheets that are provided by the State.

RESUMES (ONLY REQUIRED FOR DT-BEHAVORIAL AND DT-BEHAVIOR TECH): Copies of resumes for all staff rendering DT services or providing supervision to those rendering services to Part C eligible children under the vendor contract.

COLLEGE TRANSCRIPTS (ONLY REQUIRED FOR DT-BEHAVORIAL AND DT-BEHAVIOR TECH): Copies of college transcripts for all staff rendering services or providing supervision to those rendering services to Part C eligible children under the vendor contract.

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

BACKGROUND CHECKS and FINGERPRINTING: To ensure the safety of the children receiving early intervention services through the TEIS program the Grantee shall conduct fingerprint based criminal history records checks, conducted by the Tennessee Bureau of Investigation (TBI), for all persons who provide services under this Grant Contract prior to commencing work. **Fingerprint documentation must be current (completed within the past five (5) years).** In addition to the above criminal history records check, the Grantee shall conduct database searches of the Tennessee and National Sexual Offender Registries and the Tennessee Department of Health's elderly or vulnerable person's registry (links below). **The Tennessee and National Sexual Offender Registries and the Tennessee Department of**

Health's elderly or vulnerable person's registry database searches must be current (within the past six (6) months. The Grantee shall provide documentation confirming that personnel providing TEIS services have been checked and if any results came back with an indication.

No person shall provide services under this contract if the criminal history records check indicates that the individual has ever been convicted of any of the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- A sexual offense or a violent sexual offense as defined in § 40-39-202;
- Any offense in title 39, chapter 13;
- §§ 39-14-301 and 39-14-302
- §§ 39-14-401 – 39-14-404
- §§ 39-15-401 and 39-15-402
- § 39-17-417
- § 39-17-1320; or
- Any other offense in title 39, chapter 17, part 13.

If any individual is convicted of any of the offenses listed above after the Grantee has conducted a criminal history records check on the individual, the Grantee shall remove the individual from service under this contract immediately upon becoming aware of the conviction and notify the State within seven (7) days.

The Grantee shall be responsible for the payment of all fee(s) for Grantee personnel providing their fingerprint samples and submitting to a criminal history review.

DO NOT click on the link in this email to move the websites listed below. **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 submission.

Tennessee Bureau of Investigation's sex offender registry found at <http://sor.tbi.tn.gov/SOMainpg.aspx>

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 <https://apps.health.tn.gov/abuseregistry>

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

CERTIFICATE(S) OF INSURANCE AS INDICATED BELOW

- 1) PROFESSIONAL LIABILITY INSURANCE [THIS SECTION SHALL NOT BE APPLICABLE IF THE GRANTEE 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. The State of Tennessee shall be named as a certificate holder.

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

State of Tennessee
CPO Risk Manager
312 Rosa L. Parks Ave.
3rd floor, Central Procurement Office
Nashville, TN 37243

- 2) Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance. **The Technology Professional Liability (Errors & Omissions)/Cyber has been reduced from ten million (\$10,000,000) dollars per occurrence and ten million dollars (\$10,000,000) annual aggregate to one million (\$1,000,000) dollars per occurrence and one million dollars (\$1,000,000) annual aggregate.**
 - a) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than one million dollars (\$1,000,000) per occurrence or claim and one million dollars (\$1,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

b) Such coverage shall include data breach response expenses, in an amount not less than one million dollars (\$1,000,000) and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

3) Crime Insurance

a) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

4) Sexual Abuse and Molestation Insurance

a) The Grantee shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

b) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

c) In lieu of this coverage requirement, the Grantee may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

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.

TENNESSEE DEPARTMENT OF REVENUE REGISTRATION. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract. A copy of the letter showing registration has been completed or exemption of the requirement is required as part of the vendor application.

ATTACHMENT C

2/15/19

Pro-Forma Contract

The Grantee hereby assures the IDEA Part C Program that the Grantee meets each of the following conditions and agrees to provide early intervention services as outlined in this Grant Contract:

1. IDEA Part C funds shall be used only for the benefit of children ages birth through two with identified disabilities and/or developmental delays.
2. The Grantee understands that the contract is funded for the period specified on the contract, and must reapply for consideration of continued funding.
3. The Grantee 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 Grantee 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 CONTRACTOR IS A TENNESSEE GOVERNMENTAL ENTITY, UNIVERSITY OF TENNESSEE OR BOARD OF REGENTS COLLEGE OR UNIVERSITY] The Grantee shall not pay any amount 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. Monitoring and evaluation. The Grantee understands activities and records pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State or duly appointed representatives.
6. Delivery of services in a variety of settings. The Grantee shall deliver services in a variety of settings dependent upon the determination of the IFSP team. The specific settings for each eligible child will be documented in their IFSP. All services and supports, to the greatest extent possible, will be provided in the child's Natural Environment as defined by Federal Statute (IDEA), 34 CFR Part 303, and Tennessee Part C Policies and Procedures which can be found here <http://share.tn.gov/sos/rules/0520/0520-01/0520-01-10.20130630.pdf>, current as of the effective date of this Grant Contract.
7. Work with the TEIS POE District Offices. The Grantee shall work with the TEIS POE District Office(s) and other local providers in all phases of the IFSP process. The Grantee is expected to fully support the principles of early intervention (<http://www.tn.gov/education/topic/tennessee-early-intervention-system-teis>) and the TEIS POE staff in all contact with families and other community partners. Website listed above is current as of the effective date of this Grant Contract.
8. Maintain staff and supports. The Grantee shall maintain staff and supports sufficient to develop, implement, and evaluate appropriate written intervention plans of service individualized for those children for whom the Grantee has been identified as the responsible service provider on the IFSP. The Grantee shall maintain ongoing data of child progress for those children.
9. The Rights of Infants and Toddlers under Part C of IDEA. The Grantee shall ensure that the staff that provide services have been informed about the Rights of Infants and Toddlers under Part C of IDEA http://www.tn.gov/assets/entities/education/attachments/teis_brochure_rights.pdf and share

this information with families in a positive manner. Support for staff training on Part C rights and presentation to families is available from State staff as needed. Website listed above is current as of the effective date of this Grant Contract.

10. Referrals directly sent to the Grantee. The Grantee shall contact the TEIS POE District Office immediately regarding all potentially eligible Part C children who are referred directly to the Grantee.
11. Waiting lists. The Grantee shall not maintain a waiting list of children needing early intervention services.
12. Unable to provide a service timely. The Grantee shall immediately consult with the appropriate TEIS POE District Office regarding any child for whom they are unable to provide a service in a timely delivery of service.
13. Suspension of provision of a service. The Grantee shall provide notification and justification to the State prior to any suspension of provision of service for any period of time, e.g. agency closing due to holiday schedule, staff shortages based on leave or other circumstances. Written approval from the State must be obtained prior to any suspension of services.
14. Procedure abidance. The Grantee shall abide by the procedures contained in the General Provider Requirements Section of the TEIS Operations Manual, TEIS Policy memorandums, and Fiscal Services Team (FST) Billing Instructions posted on the TEIS website, <http://tn.gov/education/article/tdoe3e-teis-vendors-providers>, current as of the effective date of this Grant Contract.
15. Licensure/credentials. The Grantee shall submit documentation of licensure/credentials as appropriate for each staff member's specialty area and/or copies of degrees/transcripts of all staff providing direct services to TEIS eligible children.
 - a. The Grantee shall provide a current copy of each therapist's license/credentials to the State during the month of July of each year of the contract term.
 - b. The Grantee shall provide a current copy of the Grantee's Certificate(s) of Insurance (COI) pertaining to professional liability insurance(s) and other required insurances to the State during the month of July of each year of the contract term.
 - 1) PROFESSIONAL LIABILITY INSURANCE [THIS SECTION SHALL NOT BE APPLICABLE IF THE GRANTEE 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. The State of Tennessee shall be named as a certificate holder.

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

State of Tennessee
CPO Risk Manager
312 Rosa L. Parks Ave.
3rd floor, Central Procurement Office
Nashville, TN 37243

2) Technology Professional Liability (Errors & Omissions)/Cyber Liability

Insurance

a) The Grantee shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Grantee's profession in an amount not less than **one million dollars (\$1,000,000)** per occurrence or claim and **one million dollars (\$1,000,000)** annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

b) Such coverage shall include data breach response expenses, in an amount not less than **one million dollars (\$1,000,000)** and payable whether incurred by the State or Grantee, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

3) Crime Insurance

a) The Grantee shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

4) Sexual Abuse and Molestation Insurance

a) The Grantee shall maintain sexual abuse and molestation insurance written on either an occurrence or a claims-made basis. This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Grantee shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

b) Any sexual abuse and molestation insurance policy shall have a limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

c) In lieu of this coverage requirement, the Grantee may provide an Educator's Legal Liability (ELL) insurance policy endorsed to provide equivalent coverages as indicated in this provision.

16. Background Checks

To ensure the safety of the children receiving early intervention services through the TEIS program the Grantee shall conduct fingerprint based criminal history records checks, conducted by the Tennessee Bureau of Investigation (TBI), for all persons who provide services under this Grant Contract prior to commencing work. **Fingerprint documentation must be current (completed within the past five (5) years).** In addition to the above criminal history records check, the Grantee shall conduct database searches of the Tennessee and National Sexual Offender Registries and the Tennessee Department of Health's elderly or vulnerable person's registry (links below). **The Tennessee and National Sexual Offender Registries and the Tennessee Department of Health's elderly or vulnerable person's registry database searches must be current (within the past six (6) months).** The Grantee shall provide documentation confirming that personnel providing TEIS services have been checked and if any results came back with an indication.

No person shall provide services under this contract if the criminal history records check indicates that the individual has ever been convicted of any of the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- A sexual offense or a violent sexual offense as defined in § 40-39-202;
- Any offense in title 39, chapter 13;
- §§ 39-14-301 and 39-14-302
- §§ 39-14-401 – 39-14-404
- §§ 39-15-401 and 39-15-402
- § 39-17-417
- § 39-17-1320; or
- Any other offense in title 39, chapter 17, part 13.

If any individual is convicted of any of the offenses listed above after the Grantee has conducted a criminal history records check on the individual, the Grantee shall remove the individual from service under this contract immediately upon becoming aware of the conviction and notify the State within seven (7) days.

The Grantee shall be responsible for the payment of all fee(s) for Grantee personnel providing their fingerprint samples and submitting to a criminal history review.

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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 submission.

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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 <https://apps.health.tn.gov/abuseregistry>

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

17. Developmental Therapy Services provider qualifications. The Grantee, 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, d and e. For persons providing developmental therapy services as a Board Certified Behavioral Analyst (BCBA), Board Certified Associate Behavior Analyst, (BCaBA), Behavioral, Registered Behavior Technician (RBT) and Behavior Technician to children who meet Tennessee's definition of eligibility under Part C of IDEA, the Grantee shall submit documentation of staff credentials and Tennessee State licensing to the State during the month of July of each year of the contract term.
 - a. Developmental Therapy Board Certified Behavioral Analyst (BCBA) - This individual must have a master's degree and hold a current Behavior Analyst Board certification and Tennessee State license.
 - b. Board Certified Associate Behavior Analyst (BCaBA) – This individual must have a bachelor's degree and hold a current BCaBA certification and Tennessee State license.
 - c. Developmental Therapy Behavior - This individual must have a bachelor's degree and have no less than one (1) year of experience providing Applied Behavior Analysis therapy.
 - d. Registered Behavior Technician – This individual must possess a minimum of a high school diploma or national equivalent and hold a current Registered Behavior Technician certification and Tennessee State license.
 - e. Developmental Therapy Behavior Technician - This individual must have experience providing Applied Behavior Analysis therapy and have completed no less than 20 hours of Applied Behavior Analysis training.
18. Documentation and implementation of best practices. The Grantee shall ensure that staff are skilled in and have access to ongoing training regarding the documentation and

implementation of best practices in the provision of IFSP services as required under Part C of IDEA.

19. Staff that cannot provide services. The Grantee shall ensure that staff will not provide services to TEIS children until appropriate licenses, credentials, background checks, fingerprint documentation and certificate(s) of insurance have been presented to the State.
 - a. If the Grantee determines staff in its agency shall not participate in providing services after documentation has been presented to the State, the Grantee shall notify that individual and the State.
20. Discharge of child from services. The Grantee shall have a written attendance policy and ensure the policy is shared with TEIS families. The Grantee shall notify TEIS at least 15 days in advance before unilaterally discharging a child prior to the completion of his/her IFSP goals.
21. Performance Measures. The Grantee shall adhere to performance measures as follows.
 - a. Document that therapy activities are built within family routines to support parent/caregiver follow through between visits as part of IFSP development and implementation.
 - b. Participate in either a six (6) month or annual IFSP meeting at a minimum of one (1) time per year per child. The mode of IFSP participation will be delivered in the priority order of: 1) face-to-face with family and other team members during IFSP meeting, 2) virtual with family and other team members during IFSP meeting, 3) telephone conferencing with family and other team members during IFSP meeting.
 - c. All therapists providing services under the Grant Contract shall demonstrate competencies in the principles and practices of early intervention by completing a training module(s) developed and provided by the State.
22. Providing services as authorized by IFSP. The Grantee shall provide all services only as authorized by the IFSP, including but not limited to frequency, intensity, duration, and setting.
23. Physician's orders. The Grantee shall request physician's/doctor's orders as consented to by the parents/guardians and as allowed per the Grantee's agency policies.
24. Specific, written authorization required by the State for payment of services. The Grantee understands that the State is not responsible for the payment of services rendered without specific, written authorization as documented on the child's IFSP in 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.
25. Payments for services. The Grantee shall adhere to the Fiscal Services Team (FST) Billing Instructions and the following:
 - a. The Grantee understands pursuant to IDEA Part C, that TEIS is "Payor of Last Resort". The Grantee understands that 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.
 - b. The Grantee understands 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.

- c. The Grantee understands that 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 Grant Contract. 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.
 - d. The Grantee understands that the rates for authorized services in Attachment D are maximum liability rates and payment by the State may be less depending on negotiated charges, discounted rates or similar language of the primary payor.
 - e. The Grantee understands 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.
 - f. The Grantee, not the State, will process ALL third party billing, i.e., TennCare, CoverKids, TriCare and private insurance.
 - g. If the Grantee provides therapeutic services, the Grantee is required to bill private insurance and TennCare, CoverKids, or TriCare for their services (i.e. therapists in group practice or employed by a hospital are already part of the insurance system.)
26. Billing procedure. The Grantee shall follow the below procedure for all services provided.
- a. Enter service logs in TEIDS. Service logs must include the service date, start/end times, actual setting, and service note detail.
 - b. Enter contact logs in TEIDS documenting all child/family communications.
 - c. Submit billing in an acceptable and timely manner according to TEIS procedures.
27. Submission of billing. The Grantee must submit billing no later than October 31, 2020 for contract period July 1, 2019-June 30, 2020; October 31, 2021 for contract period July 1, 2020-June 30, 2021; October 31, 2022 for contract period July 1, 2021-June 30, 2022; October 31, 2023 for contract period July 1, 2022-June 30, 2023; October 31, 2024 for contract period July 1, 2023-June 30, 2024 for consideration of payment. Billing received after the dates established for each fiscal year will not be paid.
28. No-show services. The Grantee shall document no show visits to home/community and clinic settings in which the family does not contact the Grantee to cancel the visit.
- a. The Grantee will document no-shows in the service log to include the service date, start/end times, actual setting, and service note detail and reason for the no-show.
 - b. The Grantee understands no more than one no-show per month per service will be paid.
 - c. The Grantee must enter service logs in TEIDS. Service logs documented will include the service date, start/end times, actual setting, and service note detail.
 - d. The Grantee shall notify the service coordinator when two no-shows have occurred within the same month.

29. Audiology services. The Grantee shall provide audiology evaluations and use appropriate audiological screening/evaluation techniques to identify hearing loss for children, birth through age two.
30. Certified occupational therapy assistant services – Group. The Grantee shall provide certified occupational therapy assistant services in a group setting and use pediatric occupational therapy best practices for the purpose of prevention or minimization of the impact of initial or future impairment delay in development, or the loss of any functional ability related to adaptive development, adaptive behavior and play, sensory, motor, and postural development resulting in improved functional abilities.
 - a. All services provided by the Certified Occupational Therapy Assistant (COTA) must be approved by the Occupational Therapist.
31. Physical therapy assistant services – Group. The Grantee shall provide physical therapy assistant services in a group setting and shall use pediatric physical therapy best practices to prevent, alleviate, or compensate for movement dysfunction and related functional problems resulting in improved motor function.
 - a. All services provided by the Physical Therapy Assistant (PTA) must be approved by the Physical Therapist.
32. Speech therapy pathology assistant services – Group. The Grantee shall provide speech therapy pathology assistant services in a group setting using pediatric speech therapy best practices to address communicative or oropharyngeal disorders and delays in the development of communication skills resulting in improved communication.
 - a. All services provided by the Speech Therapy Pathology Assistant (SLPA) must be approved by the Speech Therapist.
33. Certified occupational therapy assistant services – Individual. The Grantee shall provide certified occupational therapy assistant services to individual children and use pediatric occupational therapy best practices for the purpose of prevention or minimization of the impact of initial or future impairment delay in development, or the loss of any functional ability related to adaptive development, adaptive behavior and play, sensory, motor, and postural development resulting in improved functional abilities.
 - a. All services provided by the COTA must be approved by the Occupational Therapist.
34. Physical therapy assistant services – Individual. The Grantee shall provide physical therapy assistant services to individual children and use pediatric physical therapy best practices to prevent, alleviate, or compensate for movement dysfunction and related functional problems resulting in improved motor function.
 - a. All services provided by the PTA must be approved by the Physical Therapist.
35. Speech therapy pathology assistant services – Individual. The Grantee shall provide speech therapy pathology assistant services to individual children using pediatric speech therapy best practices for the purpose of addressing communicative or oropharyngeal disorders and delays in the development of communication skills resulting in improved communication.
 - a. All services provided by the SLPA must be approved by the Speech Therapist.
36. Developmental Assessments services (AEPS). The Grantee shall provide developmental assessments using the Assessment, Evaluation, and Programming System for Infants and Children (AEPS), Second Edition, or successor edition as approved by the State.

- a. The Grantee shall use AEPS to assist in the planning and monitoring of Individualized Family Service Plans (IFSPs) and to develop IFSP goals and objectives using a comprehensive, seamlessly linked assessment, evaluation, intervention and programming system. The Grantee shall use AEPS to gather assessment and programming data in the following developmental areas: fine motor, gross motor, cognitive, adaptive, social-communication, and social development.
 - b. The Grantee shall ensure interrater reliability for the administration of the AEPS, Second Edition, or successor edition as approved by the State. The Grantee shall ensure that all providers of services obtain and maintain the AEPS interrater reliability certification through Brookes Publishing within 6 months of the anniversary of hire date. Staff who do not receive or maintain the certification will not be able to provide services under this Grant Contract. The State will request certification records a minimum of once per Grant Contract year.
37. BCBA services. The Grantee shall provide developmental therapy evaluations or developmental therapy by a BCBA and use Applied Behavior Analysis Therapy for children who are exhibiting behaviors consistent with or have a diagnosis of Autism Spectrum Disorder (ASD) to promote the acquisition of skills in a variety of developmental areas including cognitive and social development.
38. BCaBA or Behavioralist services. The Grantee shall provide developmental therapy by a BCaBA or Behavioralist and use Applied Behavior Analysis Therapy for children who are exhibiting behaviors consistent with or have a diagnosis of Autism Spectrum Disorder (ASD) to promote the acquisition of skills in a variety of developmental areas including cognitive and social development.
- a. Services provided by the BCaBA or Behavioralist must be approved by a BCBA.
39. Registered Behavior Technician services. The Grantee shall provide developmental therapy by a Registered Behavior Technician and use Applied Behavior Analysis Therapy for children who are exhibiting behaviors consistent with or have a diagnosis of Autism Spectrum Disorder (ASD) to promote the acquisition of skills in a variety of developmental areas including cognitive and social development.
40. Behavior Technician services. The Grantee shall provide developmental therapy by a Behavior Technician and use Applied Behavior Analysis Therapy for children who are exhibiting behaviors consistent with or have a diagnosis of Autism Spectrum Disorder (ASD) to promote the acquisition of skills in a variety of developmental areas including cognitive and social development.
- a. Services provided by the Behavior Technician must be approved by a BCBA.
41. IFSP Team Member Participation. The Grantee shall attend IFSP meetings (annual, six (6) month reviews, and requested reviews) and transition planning conferences to meet the required performance measures and as requested.

- a. The Grantee shall be paid up to a maximum of one hour per meeting attended.
42. Interpreting services. The Grantee shall provide interpreting services to facilitate communication between the family and the early intervention provider.
- a. The Grantee shall provide interpreting services for instances of intake, family assessment, eligibility evaluation, IFSP meetings (annual, six (6) month reviews, requested reviews) and transitional planning conferences.
 - b. The Grantee understands services will be paid for a maximum of two hours unless extenuating circumstances exist. Hours greater than two hours which are justified and approved by the State shall be documented by TEIS POE staff in the TEIDS contact log.
43. Occupational Therapy services – Group. The Grantee shall provide occupational therapy in a group setting using pediatric occupational therapy best practices for the purpose of prevention or minimization of the impact of initial or future impairment delay in development, or the loss of any functional ability related to adaptive development, adaptive behavior and play, sensory, motor, and postural development resulting in improved functional abilities.
44. Physical Therapy services – Group. The Grantee shall provide physical therapy in a group setting using pediatric physical therapy best practices to prevent, alleviate, or compensate for movement dysfunction and related functional problems resulting in improved motor function.
45. Speech Therapy services – Group. The Grantee shall provide speech therapy in a group setting using pediatric speech therapy best practices to address communicative or oropharyngeal disorders and delays in the development of communication skills resulting in improved communication.
46. Occupational therapy evaluations or occupational therapy services – Individual. The Grantee shall provide occupational therapy evaluations or occupational therapy to individual children using pediatric occupational therapy best practices for the purpose of assessment to identify adaptive, sensory, motor and postural dysfunction or for the prevention or minimization of the impact of initial or future impairment delay in development, or the loss of any functional ability related to adaptive development, adaptive behavior and play, sensory, motor, and postural development resulting in improved functional abilities.
47. Physical therapy evaluations or physical therapy services – Individual. The Grantee shall provide physical therapy evaluations or physical therapy to individual children using pediatric physical therapy best practices for the purpose of assessment in identifying movement dysfunction or to prevent, alleviate, or compensate for movement dysfunction and related functional problems resulting in improved motor function.
48. Speech therapy evaluations or speech therapy services – Individual. The Grantee shall provide speech therapy evaluations or speech therapy to individual children using pediatric speech therapy best practices for the purpose of assessment to identify communicative or oropharyngeal disorders and delays or to address communicative or oropharyngeal disorders and delays in the development of communication skills resulting in improved communication.
49. Psychological assessments or evaluation services. The Grantee shall provide psychological assessments or evaluations using pediatric best practices for the assessment and evaluation of the child's behavior related to learning, mental health and development.
50. Vision assessments or vision services. The Grantee shall provide vision assessments or vision services using pediatric vision best practices for the assessment of visual functioning including

the diagnosis of specific visual disorders and delays or provide services in areas of communication skills training, orientation and mobility training, and visual training to activate visual motor abilities.

51. Assistive technology services. The Grantee shall provide assistive technology by ordering and acquiring assistive technology devices or by providing services including equipment fitting, measurement, and device orientation to increase, maintain or improve the functional capabilities of a child with a developmental delay or disability.
52. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment A, is incorporated in this Grant Contract.

ATTACHMENT D

MAXIMUM RATE SCHEDULE July 1, 2019 – June 30, 2024

The rates below are maximum rates allowed, NOT standard or set rates (unless based upon federal government or TennCare set rates). The State Agency is encouraged to buy goods or services at lower rates than those below. All purchases shall comply with the vendor selection procedures.

Good or Service		Maximum Rate
Travel Compensation/Reimbursement (relating to authorized service delivery)		<p>The contract shall NOT authorize payment or reimbursement of a contractor's travel expenses to the site where goods are delivered or services are provided. If the State requires that the contractor travel somewhere other than the site where goods are delivered or services are performed, reimbursement shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." Only necessary expenses incurred away from and back to the site where goods are delivered or services are performed shall be reimbursable.</p> <p><i>Note: This does NOT apply to any travel reimbursements paid to state clients (which may be provided for in this schedule).</i></p>
SERVICE DESCRIPTION	CLINIC (CENTER) RATE	NATURAL ENVIRONMENT (HOME/COMMUNITY) RATE
Assistive Technology Device/ Service *	State Approved Items Only	State Approved Items Only
Audiology Evaluations	\$65.00 per hour	Not Applicable
Certified Occupational Therapy Assistant Services-Group	\$10.00 per hour	Not Applicable
Certified Occupational Therapy Assistant Services-Individual	\$28.00 per hour	\$41.00 per hour
Developmental Assessments (AEPS)	\$55.00 per hour	\$55.00 per hour
Developmental Therapy Evaluations/Developmental	\$60.00 per hour	\$75.00 per hour

SERVICE DESCRIPTION	CLINIC (CENTER) RATE	NATURAL ENVIRONMENT (HOME/COMMUNITY) RATE
Therapy – Board Certified Behavioral Analyst (BCBA)		
Developmental Therapy – Board Certified Associate Behavioral Analyst (BCaBA)	\$30.00 per hour	\$45.00 per hour
Developmental Therapy – Behavioral	\$30.00 per hour	\$45.00 per hour
Developmental Therapy – Registered Behavior Technician (RBT)	\$18.00 per hour	\$33.00 per hour
Developmental Therapy – Behavior Tech	\$12.00 per hour	Not Applicable
Documented No Show Visits	\$18.00 per visit	\$18.00 per visit
IFSP Team Member Participation (maximum of 1 hour)	Not applicable	Face-to-face visit - \$75.00 per hour Virtual visit - \$50.00 per hour Telephone conferencing - \$25.00 per hour
Interpreting Services	\$75.00 per hour	\$75.00 per hour
Occupational Therapy-Group	\$20.00 per hour	Not Applicable
Occupational Therapy-Individual/Evaluation	\$60.00 per hour	\$75.00 per hour
Physical Therapy Assistant Services-Group	\$10.00 per hour	Not Applicable
Physical Therapy Assistant Services-Individual	\$28.00 per hour	\$41.00 per hour
Physical Therapy-Group	\$20.00 per hour	Not Applicable
Physical Therapy-Individual/ Evaluation Services	\$60.00 per hour	\$75.00 per hour

SERVICE DESCRIPTION	CLINIC (CENTER) RATE	NATURAL ENVIRONMENT (HOME/COMMUNITY) RATE
Psychological Assessments/ Evaluations	\$65.00 per hour	\$80.00 per hour
Speech Therapy-Group	\$20.00 per hour	Not Applicable
Speech Therapy-Individual/Evaluations	\$60.00 per hour	\$75.00 per hour
Speech Language Pathology Assistant-Group	\$10.00 per hour	Not Applicable
Speech Language Pathology Assistant-Individual	\$28.00 per hour	\$41.00 per hour
Vision Assessments/Services	\$60.00 per hour	\$75.00 per hour

Eligible Assistive Technology (AT) Devices/Services updated 11-2018

The following are the AT devices that may be provided to eligible children and their families under this program. Some items have a limit as to the number which may be eligible for purchase during the three-year TEIS period. For example, "2/1095" indicates two items per 1095 days (three years), and "3/365" indicates three items per year. For any item typically associated with requiring a set or a pair, such as hearing aids and AFOs, the item number refers to a set or pair if applicable.

Description	Allowable Price	Quantity/Days	Examples/Comments/Remarks
Aids for Daily Living			
Adaptive Feeding Aid	\$25 per item	2 like items/365	Weighted/ Built-up Spoons, Forks, Bowls, Plates, Guards
Adaptive Drinking Aid	\$25 per item	2 like items/365	Adaptive Cups, bottles, feeders
Bath Chairs with accessories	\$750	1/1095	
Assistive Listening			
Hearing Aids (left)	\$1800	1/1095	
Hearing Aids (right)	\$1800	1/1095	
Hearing Aid-Bone Anchored (Baha or Ponto)	NA	1/1095	TEIS sole payor
Hearing Aid Batteries	\$120	48 batteries per aid/365	

Hearing Aid Orientation/Fitting/Dispensing Fee (one-time fee)	\$300	1/1095	
Hearing Aid Ear Mold Impression	\$100	6/365	
Hearing Aid Ear Mold	\$180/per set	6 sets/365	
Hearing Aid Ear Mold Fittings and Hearing Aid Adjustments	\$300	1/1095	
Hearing Aid Pediatric Kit	Included with purchase of aids	1/1095	
Assistive Toys & Switches			
Switch Adaptive Toy	\$150	2/1095	
Switch Battery Adapter (Interrupter)	\$150	2/1095	
Single Use Switch	\$150	2/1095	
Switch Interface	\$250	2/1095	Switch Hopper, Power Link
Augmentative Communication (Mid- Low Tech)			
Communication Devices	\$300	1/1095	Go Talk, Voice output switches
Picture or Object Communication System	\$100	1/1095	PECS, Visual Schedules, Choice Boards
Mobility and Positioning			
Custom Lower Extremity Orthotics, left (Daily Functions)	\$1800	3/1095	AFO, DAFO, SMO, UCB, Sure Step, Patti Bob, Hot Dogs
Custom Lower Extremity Orthotics, Right (Daily Functions)	\$1800	4/1095	AFO, DAFO, SMO, UCB, Sure Step, Patti Bob, Hot Dogs, twister cable orthosis
Custom Upper Extremity Orthotic, Left (Daily Functions)	\$500	3/1095	Thumb abduction splint w/wo supinator strap, may include metal stays or thermoplastic. (Benik, Joe Cool, McKie Splint)
Custom Upper Extremity Orthotic, Right (Daily Functions)	\$500	3/1095	Thumb abduction splint w/wo supinator strap, may include metal stays or thermoplastic. (Benik, Joe Cool, McKie Splint)
Feeder Seat	\$500	2/1095	
Positioning Aid	\$600	2/1095	Chair inserts, wedge, versaform,
Activity Chair with attachments	\$2500	1/1095 ***not to duplicate another seating system (Wheel Chair, Adaptive Stroller)***	Rifton

Gait Trainer with attachments	\$3000	1/1095	Rifton, KidWalk, Crocodile
Walker	\$350	1/1095	Posture control, reverse or forward walker (2 or 4 wheels)
Visual Aid			
Adapted Mobility Device (aka "Anticipators")	\$100		
Light Box	\$150		
Light Box Overlays	\$75		
Lilly the Light Aide	\$1200		