UF North Central Early Steps Memorandum of Agreement as a Part C Interpreter

The University Of Florida Board Of Trustees, for the benefit of the Early Steps (ES) of the Department of Pediatrics, College of Medicine, University of Florida and ______________________________ (Service Provider) [Agency or Business Name] is to confirm the terms and conditions of services and payments for Part C Services. The ES is operated by the University of Florida under contract with the State of Florida, Department of Health, and Children’s Medical Services (CMS).

I. In Relation to Code of Conduct: Interpreter Agrees:

1. To always perform services thoroughly and precisely, neither adding nor omitting information, giving consideration to linguistic variations, grammar and syntax for both languages in both source and target languages.

2. To demonstrate cultural sensitivity and respect of the individual(s) they serve.

3. To not divulge any personal or confidential information about the individual obtained through their assignments, including but not limited to, information gained through access to documents or other written materials.

4. To disclose to the child’s service coordinator and the individual, any real or perceived conflicts of interest that would affect objectivity in the delivery of services.

5. To not counsel, refer, give advice, or express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting.

6. To always be neutral, impartial and unbiased, to not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status, or religious, political, or sexual orientation.

7. To be punctual, prepared, and dressed in a professional manner that is considered appropriate for the duties they perform.

8. To immediately withdraw from encounters they perceive as violations of this Code of Conduct.

II. In Relation to Service Delivery: Interpreter Agrees:

1. To become familiar with the contents of the Procedural Safeguards as delineated in Component 8 of the most current version of the Early Steps Policy Handbook and Operations Guide cms-kids.com/resources/es_policy/index.html, and whose summary is attached to this MOA as Exhibit A.

2. By doing so, the Service Provider agrees:
   i. To adhere to the requirements of the Procedural Safeguards.
   ii. To ensure that each individual service provider signs the Statement of Understanding of Part C Procedural Safeguards; this is attached to this MOA as (Exhibit B). Stating they have read and understand the Part C Procedural Safeguards. These signed statements must be forwarded to ES prior to providing service to any ES child.
III. **In Relation to Enrollment: Interpreter Agrees:**

1. To utilize the Department of Homeland Security’s E-verify system to verify the employment eligibility of all persons employed, contracted or sub-contracted to perform work within the state of Florida attached to this MOA as Exhibit C.

2. To comply with the Health Insurance Portability Accountability Act (HIPAA) as well as all regulations promulgated there under (45 CFR Parts 160, 162, and 164). Such compliance shall include providing the child’s parent/guardian with Service Provider’s Notice of Privacy Practices during the first occasion the child receives service. ([http://www.cms.hhs.gov/](http://www.cms.hhs.gov/))

3. To retain all records, financial records and supporting documents (including electronic storage) for each ES child in compliance with HIPAA regulations governing the maintenance, disposal and destruction of patient information.

4. To complete the University of Florida Vendor application process in order to be reimbursed when Part C funding is used for service provision. The Vendor application can be accessed at: [http://www.fa.ufl.edu/departments/university-disbursement-services/vendors/](http://www.fa.ufl.edu/departments/university-disbursement-services/vendors/). The Service Provider will need to submit to the Early Steps Office, the following four (4) forms found on the UF Vendor application website and attached to this MOA as Exhibit(s) D-G Vendor Application, Vendor Tax Information Form (NCES signature required), UF Electronic Payment and Authorization Form, and IRS Form W-9. Submitting all required documents will help to obtain maximum efficiency of the UF Vendor application process. The Service Provider must sign up for the Electronic Payment Authorization, as payments will be deposited directly.

IV. **In Relation to Reimbursement for Services: Interpreter Agrees:**

1. To bill services to ES directly. When invoicing ES for contracted services (CONT), claim shall be submitted via a monthly invoice due by the 15th of the month for the previous months’ activities and per University of Florida business status requirements, on the new invoice titled: *Invoice for Contracted Services Only* attached to this MOA as Exhibit H. Failure to submit in a timely fashion shall serve as a waiver of any right to payment. Please see Provider Manual for instructions and remember that when creating and sending an invoice: **use only the child’s MMI number, as no HIPAA protected identifiers shall be used.**

All CONT invoices for payment should be submitted to the University of Florida via:

**eMail:** eMail a .pdf or .tif file to: [ufl@invoices.corcentric.com](mailto:ufl@invoices.corcentric.com)

The file must be attached to the email and not embedded within the email.

There can be multiple files per email but each file should only contain one invoice.

or

**Mail to:**
UF - Accounts Payable
PO Box 115350
971 Elmore Drive
Gainesville, FL 32611-5350

All invoices will need to contain at minimum, a UF purchase order number, if applicable, or the 8-digit department ID number of the department; for ES this is 29090700.
DO NOT SEND translated documents into the Accounts Payable system. Those should continue to be mailed to the departmental address. Also, DO NOT SEND multiple copies of invoices into the system as this will delay payment. The departmental ship to address should be used to mail all correspondence other than invoices for payment.

Non-compliance to the above invoicing instructions will result in a delay of invoice processing and payment.

2. To the following payment rates: Fiscal Year 15-16 Fee Schedule attached to this MOA as Exhibit I

   Face to Face Sessions:
   - Hourly Rate: $50 per hour with a two (2) hour maximum
   - If more than one child is scheduled for consecutive hours in the same location with translation of the same language, no new maximum will apply.
   - For cancelled appointments no fee will apply.
   - If Service Provider fails to keep an appointment and gives less than twenty-four (24) hours’ notice, a fee of $25.00 will be deducted from any current or future payments owed to the provider.

   Telephone Sessions:
   - Rate of $1.25 per minute with no charge for calls of five(5) minutes or less

   Written Translation:
   - Rate of $35.00 per page with a one page minimum after which payable in quarter page increments.

   Natural Environment Support Fee:
   - Rate of .50/minute. ES will not reimburse service provider for travel from child’s natural environment to service provider clinic and/or home office.

3. When billing for services and travel, Service Provider must use ES’ Service and Natural Environment Support Fee Form attached to the MOA as Exhibit J.

V. In Relation to Payment to Service Provider: UF NCES agrees:

1. To pay for authorized services according to the terms and conditions identified on the eligible child’s Individualized Family Support Plan (IFSP), subject to the availability of funds. Rates may be adjusted during the authorization period based on changes determined by the State of Florida Children Medical Service Program Office and Early Steps. Service Provider understands and is in agreement that the funding for payment to Service Provider thereunder is provided by the State of Florida. UF NCES performance and obligation to pay under this agreement is contingent upon the availability of funds provided by the State of Florida as referenced herein. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

VI. Both parties agree:

1. That with regard to the provisions of the MOA, said parties are independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein.

2. Upon execution of the MOA, ES shall list the Service Provider as an authorized Part C Service Provider and shall make payments to Service Provider as specified in Section IV of this MOA. Payment is contingent upon continued funding under the prime contract between the University of Florida and the State of Florida, Department of Health, Children’s Medical Services. Should funds for the prime contract become unavailable, ES will provide written notice to Service Provider by certified mail, return receipt requested, within twenty-four (24) hours.

3. This MOA is effective upon the signature of both parties and will expire on June 30, 2016. This MOA may be terminated upon thirty (30) days written notice by either party. Notification of
termination to the Service Provider will be sent by certified mail to the name on Page 1 of this MOA. Notification of termination to Early Steps must be sent to:

Early Steps Provider Liaison  
UF Dept. of Pediatrics  
PO Box 100296  
Gainesville, FL 32610

4. This MOA shall be governed by and interpreted in accordance with the laws of the State of Florida.

5. The terms set forth in this MOA constitute all the terms and conditions agreed upon by the parties hereto, and no other terms or conditions shall be valid and binding on the parties unless reduced to writing and executed by the parties.

The University of Florida Board of Trustees  
For the benefit of the North Central Early Steps of the Department of Pediatrics, College of Medicine, University of Florida

By: ________________________________  
Michael L. Good, M.D.  
Dean, College of Medicine  
University of Florida  
Date

Acknowledged:

By: ________________________________  
Lucy Hernandez  
Provider Liaison, Early Steps Program  
Date

By: ________________________________  
Scott A. Rivkees, M.D.  
Chair, Department of Pediatrics  
College of Medicine  
University of Florida  
Date

By: ________________________________  
David S. Guzick, M.D., Ph.D.  
Senior Vice President, Health Affairs  
University of Florida  
President, UF Health  
Date

Service Provider

By: ________________________________  
Date

Service Provider Signature and Title

Service Provider Business/Legal Name  
(If individual, please print name)

FEI/EIN Number (if an agency or business)  
(Please do not put Social Security# here)

Billing Contact Address and phone number

Florida Early Intervention Medicaid Number

Florida Therapy Medicaid Number

Fax # and email address