UF Department of Pediatrics North Central Early Steps Memorandum of Agreement as a Part C Service Provider

This Memorandum of Agreement (MOA) by and between The University of Florida Board of Trustees (University of Florida) for the benefit of the North Central Early Steps (UF NCES) of the Department of Pediatrics, College of Medicine, University of Florida and ___________________________ (Service Provider) [Individual’s name, or if business is incorporated, legal name of Business] is to confirm the terms and conditions of services and payments for Part C Services. The UF NCES is operated by the University of Florida under contract with the State of Florida, Department of Health, Children’s Medical Services (CMS).

I. In Relation to Service Delivery: Service Provider agrees:

1. To support the provision of interest-based child learning opportunities as part of everyday family and community activities where parent responsiveness and encouragement are used to support child learning and functional capabilities within the natural learning environment. To incorporate family strengths into strategies and activities that the family is comfortable implementing or put in place plans how to build those skills. For further detail see the Early Steps Policy Handbook and Operations Guide Component 6.0 at: cms-kids.com/resources/as policy/index.htm

2. To practice the primary coach approach to teaming where one member of an identified Multidisciplinary Team is selected as the Team Lead, and the team members, family and Service Provider receive coaching from other team members, using the coaching method with parents and other Service Providers. For further detail see the Early Steps Policy Handbook and Operations Guide Component 6.0 at: cms-kids.com/resources/as policy/index.htm

3. To provide support in the child’s natural environment with interventions embedded in the child and family’s daily routines and activities. Exceptions to this model must be justified on form G of the Individual Family Support Plan (IFSP). For further detail see the Early Steps Policy Handbook and Operations Guide Component 6.0 at: cms-kids.com/resources/as policy/index.htm

4. To utilize the team-based approach to service decision making by achieving consensus with the parent/caregiver, IFSP team and the UF NCES Service Coordinator prior to implementing any family-approved changes in type of service or frequency and duration of service. Regardless of funding source, all services, including changes in methods of service delivery, must be documented on the IFSP by the UF NCES Service Coordinator before Part C funding can be authorized as payer of last resort.

5. To apply knowledge of current research and evidenced based practices to the development and implementation of strategies and interventions with the child and family.

6. To accept assignments to cover areas of need and if assigned to a particular county to cover the entire county and not just specific areas within that county. The assignment includes a commitment to participate on IFSP reviews and other services as authorized on the child’s IFSP. Service Providers cannot be guaranteed specific numbers of referrals, geographical locations or service delivery hours.
7. To recognize the IFSP as the authorizing document for services including:
   a. Frequency (how often you see the child each week, for example one time per week)
   b. Duration of services (authorization period, for example a maximum of six months)
   c. Payor (utilize Early Steps Part C funding as payor of last resort).
   d. Location of Services: Service provision will be provided in the child’s natural environment as defined on the IFSP and any changes will be done in collaboration with the family and UF NCES IFSP Team.

8. To initiate Part C services within thirty (30) calendar days from the date the service is added to the IFSP and to complete and return to UF NCES within ten (10) calendar days of the initial visit, the UF North Central Early Steps Services Initiation Form, which is attached to this MOA as Exhibit A. If services cannot be initiated by the Service Provider within this time period, the Service Provider will notify the UF NCES Service Coordinator no later than five (5) working days after receipt of the written referral. Failure to abide by this requirement may result in termination of this MOA.

9. To use the UF North Central Early Steps Monthly Progress Note attached to this MOA as Exhibit B. The Monthly Progress note is to document progress toward outcomes as stated on the most current IFSP, to obtain parent/caregiver signatures at each home or clinic visit, and to document missed sessions and reasons for missed session. To be submitted to UF NCES on a monthly basis regardless of funding source for services.

10. To notify the UF NCES Service Coordinator within two (2) working days if the Service Provider discharges a child from services for any reason including, but not limited to: attempts to contact family are unsuccessful, parent declined services, child met outcomes, child transferred to another district/state or child turned three. In addition, the Service Provider will complete and return the UF North Central Early Steps Discharge Summary, attached to this MOA as Exhibit C stating the child’s progress at the time of discharge towards meeting the goals of their IFSP.

11. 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, at: cms-kids.com/resources/as_policy/index.htm, and whose summary is attached to this MOA as Exhibit D
   a. 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, which is attached to this MOA as Exhibit E, stating they have read and understand the Part C Procedural Safeguards. These signed statements must be forwarded to UF NCES prior to providing service to any UF NCES child.
      iii. To recognize that families have full access to records the Service Provider maintains on their children and that these records may not be released to individuals or agencies (other than UF NCES) without specific written permission of the family member or other person with legal authority to authorize such a release and further agrees to release under such authorization, only records originated by the Service Provider.
II. In Relation to Reimbursement for Services: Service Provider agrees:

1. To ensure that, under no circumstances, is the child’s family to be billed for services authorized by the IFSP team and those services will be compensated based on the family’s funding source. There are no co-payments or deductibles in this program.

2. To accept the payment rate as established by the State of Florida, Agency for Health Care Administration, the Florida Department of Health, and/or UF NCES and ensure that payment in excess of the Medicaid or CMS/Early Steps program payment rate is not requested from the family or UF NCES. The service fee schedule for Fiscal year 2015-2016 is attached to this MOA as Exhibit F.

3. To verify and pre-authorize any current third party private insurance and Florida Medicaid Managed Care entity coverage for eligible children being served at least monthly and report any changes to UF NCES.

4. To immediately inform the child’s Service Coordinator if the Service Provider becomes aware of the availability or loss of insurance coverage of UF NCES recipient.

5. To bill all Medicaid Managed Care entities in which the child is enrolled.

6. To attempt to enroll with all necessary Medicaid Managed Care Programs if therapy provider (Physical Therapist, Occupational Therapist and Speech-Language Pathologists) in their working area and show proof of attempts to enroll, if requested.

7. To bill any identified third party payer within sixty (60) calendar days of date of service according to the terms and conditions of said payer source, and to report the intervention to UF NCES with the monthly deliverables.

8. To bill UF NCES for travel when a child is in the natural environment as specified on the IFSP. And to make every effort to group clients together to avoid multiple trips to and from their home / office. UF NCES will not reimburse for travel back to a Service Providers’ home and/or office.

9. To acknowledge MapQuest will be used as the quality assurance document when travel claims are reviewed.

III. In Relation to Billing Requirements: Service Provider Agrees:

1. To submit the following documentation to UF NCES’ office by the 15th of the month following the month in which date of service took place:

   Note: Payment may not be recouped if submitted documentation does not match current authorizations listed on the IFSP.

   a. UF NCES Monthly Progress Note attached to this MOA as Exhibit B.
   b. UF NCES Natural Environment Support Fee Form attached to this MOA as Exhibit G.
   c. Consultation amongst Provider form Attached to this MOA as Exhibit H.
   d. Third party insurance “blanket” denials and/or Medicaid “blanket” denials must be submitted in order to receive a documented exception on the Provider’s Form G Authorization to bill UF NCES directly.
2. To bill insurance and/or Medicaid within 60 calendar days of date of service, if applicable, as Part C is the payer of last resort.

3. To document travel using UF’s *North Central Early Steps Natural Environment Support Fee Form* attached to this MOA as Exhibit G.

4. To reimburse UF NCES for any payment made to Service Provider for a service, which is subsequently reimbursed by a third party payer source.

5. To submit accurate reports and/or data as required. In the event incorrect data is submitted, UF NCES is authorized to follow-up and resolve incorrect data received from Service Provider, including, but not limited to, such data as unauthorized services, discrepancies in number of units of service or inappropriate rates.

6. To bill all services to UF NCES directly:
   a. Claims filing without an EOB (Contracted Services)
      When invoicing ES for Part C payment for contracted services (CONT), claim shall be submitted via a monthly invoice every ten (10) or every 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: North Central Early Steps Provider Invoice, attached to this MOA as Exhibit Ia and submitted to the UF Accounts Payable system.

   b. Claims filing with an EOB (Contracted with EOB Denials)
      For services billed to a Medicaid or a Third Party Insurance company that are denied and payment via CONT is requested, such claims should be made via an invoice which must be submitted along with EOB directly to Carla Richards and Emily Hurlston and NOT to the UF Accounts Payable system, within 30 days of the billed service to access Part C funding. Attached to this MOA as Exhibit Ib.

      If there is a delay in receipt of an EOB and provider can document that claim was submitted within 10 days of date of service, a grace period of 15 days will be allowed.

   c. Claims filing for Assistive Technology
      For A.T. claims filing, which has been previously approved with all required documentation, such claims should be made via an invoice which must be submitted along with EOB directly to Carla Richards and Emily Hurlston and NOT to the UF Accounts Payable system, within 30 days of the billed service to access Part C funding. Attached to this MOA as Exhibit Ic.

   d. Fiscal Year End Claims Filing
      Provider shall submit all invoices for the current fiscal year to ES no later than 15 days after the end of the fiscal year for contracted services (CONT) and for those with an EOB, no later than 30 days after fiscal year end. UF fiscal year ends on June 30th thus deadline shall be July 15th and July 30th, respectively. If there is a delay in receipt of an EOB and provider can document that claim was submitted within 10 days of date of service, provider shall notify NCES via Move It or fax by July 30th for state reporting purposes and a grace period of 15 days will be allowed.
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

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 UF NCES, this is 29090700.

**DO NOT SEND** Progress Notes, Monthly Statements, PCard Receipts, or Order Confirmations 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.

All invoices for payment of denied claims when requesting payment under CONT shall be sent along with EOB to:

Carla Richards
Department of Pediatrics|Early Steps
PO Box 100296
Gainesville, FL 32610-0296

Or via MoveIt to: Carla@ufl.edu with cc: to hennesd@peds.ufl.edu

**IV. In Relation to Third Party Insurance and Medicaid Payer Sources: The Service Provider agrees:**

1. The federal IDEA Part C legislation mandates that Part C be the payer of last resort.

2. Families must utilize their insurance or HMO Medicaid providers, when (a) the family is enrolled in the Medicaid program and the service is a Medicaid billable service (b) the child is enrolled only in the DEI component of Early Steps (c) when the child is enrolled in the CMS network.
3. Inform the child’s Service Coordinator within five (5) working days in the event that a child becomes ineligible for Medicaid. The Service Coordinator will pursue the reason for denial with the family and assist with Medicaid renewal eligibility.

4. Inform the child’s Service coordinator within five (5) working days in the event that insurance coverage for a service discontinues.

V. In Relation to Assistive Technology Supports: Service Provider Agrees:

1. When determining the need for Assistive Technology services and/or equipment, to adhere to the stated processes and procedures manual attached to this MOA as Exhibit J-L. All Assistive Technology services and/or equipment is to be billed directly to UF NCES per instructions in the Provider Manual.

2. To certify through UF Pediatrics IT on a yearly basis any technology equipment that has been provided for your use in UF NCES eligibility clinics. And to return to UF NCES any equipment (computers, cameras), technology, devices, manuals, books, tools or other materials that may become obsolete, damaged, no longer in use, or in the case that the contract with the service is terminated or not renewed.

VI. In Relation to Service Provider Enrollment: Service Provider Agrees:

To complete the enrollment process and training as specified in the Early Steps Handbook and Policy Guide Component 10 which can be reviewed online at: cms-kids.com/resources/as-policy/index.htm

1. All enrolling Service Providers are required:

   a) To apply for a National Service Provider Identifier (NPI) number which can be submitted online through the CMS Service Provider Management database under the section called Health Care Service Providers located at: www.cmskidsServiceProviders.com

   b) To submit the electronic application which can be accessed online through the CMS Service Provider Management database and found within the section called Health Care Service Providers located at: www.cmskidsServiceProviders.com

   c) To submit a packet of required documentation that will be specified in an email response to the Service Provider from the Early Steps State Office after the state office receives the Service Provider’s online application submitted through the CMS Service Provider Management database as referenced above.

   d) To complete the online Early Steps Orientation Training Modules within ninety (90) days of submitting the online application submitted through the CMS Service Provider Management database as referenced above. The Early Steps Orientation Training Modules can be accessed at: www.cmskidsServiceProviders.com

   e) To obtain a separate Florida Medicaid Service Provider number to perform as an Early Intervention (EI) Service Provider by applying online at: http://portal.flmmis.com/FLPublic/Portals/0/StaticContent/Public/ENROLLMENT/December%202004%20App%20EDS%20Web%20Version%20062508.pdf
f) To also obtain a Florida Medicaid Service Provider number in own area of specialty, if applicable, if Service Provider has not already done so. Service Provider Specialty Codes are listed on page 31 of the Guide for Completing a Medicaid Service Provider Enrollment Application and can be accessed at: [http://portal.flmmis.com/FLPublic/Portals/0/StaticContent/Public/ENROLLMENT/Guide%20for%20Application%20July%202005%20Rev%2020062308.pdf](http://portal.flmmis.com/FLPublic/Portals/0/StaticContent/Public/ENROLLMENT/Guide%20for%20Application%20July%202005%20Rev%2020062308.pdf)

g) In compliance with Governor Scott’s State of Florida Executive Order number 11-116 (Exhibit M), every vendor/agency/Service Provider rendering services for UF NCES shall utilize the Department of Homeland Security’s E-verify system to verify the employment eligibility of all new employees, contracted or sub-contracted during the contract term to perform work within the state of Florida.

h) 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 three forms found on the UF Vendor application website and attached to this MOA as Exhibit N: The UF Vendor Tax Information Form (NCES signature required), UF Electronic Payment and Authorization Form. The Service Provider will also need to submit the W-9 Form Exhibit O. 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.

**NOTE: ONLY EARLY STEPS ENROLLED AND APPROVED SERVICE PROVIDERS ARE AUTHORIZED FOR PART C BACK UP FUNDING WHEN PROVIDING SERVICES FOR CHILDREN ENROLLED IN UF NCES.**

2. The enrolled Service Provider agrees:

   a) To maintain provider certification throughout the period of this MOA.

   b) To provide their Medicaid provider number(s) to the UF NCES office along with completion of Medicaid Managed Care Plan Enrollment Summary Form Exhibit P.

   c) To maintain professional liability insurance coverage in amounts consistent with that maintained by similar entities, and to provide evidence of such insurance to UF NCES with this MOA, and annually thereafter or upon any change in coverage.

   d) To ensure a current copy of the Business License, the Certificate of Insurance, the Certificate of Incorporation and a service brochure or written description of business operations is on file with the UF NCES office.

   e) 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/))

   f) To retain all records, financial records and supporting documents (including electronic storage) for each UF NCES child in compliance with HIPAA regulations governing the maintenance, disposal and destruction of patient information.
VII. **In Relation to Records and Quality Assurance: Service Provider Agrees:**

1. To make records available to UF NCES, for review as may be necessary for quality assurance reviews or as may be necessary to comply with the provisions of Florida laws and regulations.

2. To pre-authorize any services authorized on the IFSP in accordance with the current Medicaid, and/or Third party insurance guidelines as appropriate.

3. To notify UF NCES and the family of eligible children currently served of gaps in service of more than one week, at least two (2) weeks prior to said change.

4. To notify UF NCES in the event that the Service Provider is suspended or other action is taken which could result in the loss of privilege to provide services.

5. To provide to UF NCES one video recording of an early intervention session per Service Provider, with the written permission of the family for the purpose of quality assurance review. A short written reflection by the Service Provider about the session will be included with the video recording.

6. To accommodate at least one (1) on-site visit if requested by UF NCES staff to review security policies, client files and financial records. In addition, each Service Provider may receive an on-site observation while providing services for quality assurance monitoring. A record of these visits will be kept in the Service Provider file at UF NCES.

7. To complete a corrective action plan if the Service Provider is found to be out of compliance in administrative or service delivery provision. The successful completion of said corrective action plan will be required in order for the Service Provider to continue to deliver services under this MOA.

VIII. **In Relation to UF NCES Code of Conduct: Service Provider Agrees:**

1. To hold paramount the welfare of the children and families served professionally. When engaged in their duties, Service Providers must act for the child’s and family’s wellbeing, respect family values and reinforce trust.

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

3. To disclose to the child’s Service Coordinator any real or perceived conflicts of interest that would affect objectivity in the delivery of services.

4. To arrive promptly to each scheduled visit and adhere to a set schedule with minimizing changes to schedule.

5. To adhere to UF HIPAA privacy and security standards and under no circumstances while rendering services to have personal acquaintances attend home visits.
6. To not have religious worship, instruction, or proselytizing as part of or in connection with the provision of early intervention services.

7. To maintain a proper and professional appearance at all times. IN SHORT, BE MODEST AND PROFESSIONAL.

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

IX. **Contractual Relationship - Disciplinary Policy:**

1. The following actions may result in disciplinary action, including but not limited to immediate suspension of the MOA pending investigation, immediate termination of this MOA, and dis-enrollment from the Part C Provider Network. Actions leading to disciplinary investigation include but are not limited to:

   i. The revocation, suspension or limitation of a provider’s health care license;

   ii. The revocation, suspension or limitation of a provider’s right to participate in the Medicaid program;

   iii. Findings of professional misconduct or incompentence;

   iv. Failure to provide competent service or to comply with Early Steps Policy Handbook and Operations Guide;

   v. Findings of fraud, embezzlement, acts of moral turpitude, dishonesty, or any other acts which might adversely affect Children's Medical Services, and UF NCES clients or families;

   vi. Legal incompetence, repeated or untreated substance abuse or total and/or permanent incapacity;

   vii. Failure to comply with the CMS provider approval and re-approval processes and criteria;

   viii. Willful falsification of any documents including, but not limited to, enrollment documents, training documents, invoices, mileage logs, children’s records;

   ix. Misrepresentation of use of service delivery time, e.g. conducting personal business during times reported for service delivery, and travel;

   x. Any intimidating or threatening behavior targeted towards children and/or families or UF NCES staff or any other provider or professional;

   xi. Failure to maintain confidentiality concerning children and families;

   xii. Failure to comply with quality assurance monitoring;
xiii. Inadequate correction of non-compliance with UF NCES policies or procedures identified during quality assurance monitoring.

X. **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 and Early Steps Office. 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.

**Both parties agree:**

1. That both parties expressly intend that with regard to the provisions of the MOA, that 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, UF NCES shall list the Service Provider as an authorized Part C Service Provider and shall make payments to Service Provider as specified in Section III 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, UF NCES will provide written notice to Service Provider by certified mail, return receipt requested, within twenty-four (24) hours of UF NCES’ notification from CMS.

3. Termination for breach: Unless the Service Provider’s breach is waived by the UF NCES in writing, UF NCES may, by written notice to the Service Provider, terminate this MOA after no less than twenty-four (24) hours’ notice. Said notice shall be delivered by certified mail, return receipt requested or in person, with proof of delivery. Waiver of breach of any provision of this MOA shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this MOA.

4. 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 UF NCES must be sent to:

UF North Central Early Steps Service Provider Liaison  
UF Dept. of Pediatrics,  
PO Box 100296  
Gainesville, FL 32610.
5. This MOA and its accompanying Exhibits, if any, sets forth the entire MOA with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This MOA shall not be modified or amended except by mutual written agreement. All continuing covenants, duties and obligations shall survive the expiration or termination of this Agreement.

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

7. 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.    Date
    Dean, College of Medicine
    University of Florida

Acknowledged:

By: ________________________________
    Lucy Hernandez    Date
    Provider Liaison Early Steps Program

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

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

Service Provider

By: ________________________________
    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

Florida Therapy Medicaid Number

Fax # and email address