

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

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 Program (UF NCES)* of the Department of Pediatrics, College of Medicine, University of Florida and _____ (Interpreter) [Agency or Business Name] 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 (Prime Contract) with the Florida Department of Health, Division of Children’s Medical Services, Bureau of Early Steps and Newborn Hearing Screening (FDOH-CMS).

I. In Relation to UF NCES 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) Interpreter serves.
3. To not divulge any personal or confidential information about the individual obtained through Interpreter’s 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 Interpreter is 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 to be performed.
8. To immediately withdraw from encounters perceived as violations of this Code of Conduct.
9. Interpreter must comply with the Pro-Children Act of 1994, 20 U.S.C. section 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to 18. Interpreter’s failure to comply with the provision of the law may result in the imposition of a civil monetary penalty up to \$1,000.00 for each violation and the imposition of an administrative compliance order on the responsible entity. If applicable, Interpreter will include a similar provision in any subcontracts it enters under this MOA.

10. To ensure and warrant that neither Interpreter nor any person employed by Interpreter who performs services under this MOA shall be or become debarred, excluded, or otherwise ineligible for participation in any federally funded health care program.

II. In Relation to Service Delivery: Interpreter Agrees:

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*. The summary of the Procedural Safeguards is attached to this MOA as Exhibit A.

1. By doing so, the Interpreter agrees:
 - a. To adhere to the requirements of the Procedural Safeguards.
 - b. To ensure that each individual Interpreter signs the Statement of Understanding of Part C Procedural Safeguards, attached to this MOA as Exhibit B, stating that Interpreter has read and understands the Part C Procedural Safeguards. These signed statements must be forwarded to UF NCES prior to providing service to any UF NCES 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 new persons employed, contracted or sub-contracted to perform work within the state of Florida. The Homeland Security Statement is 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 Interpreter's Notice of Privacy Practices during the first occasion the child receives service. (<http://www.cms.hhs.gov/>)
3. 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.
4. To complete the University of Florida Supplier application process in order to be reimbursed when Part C funding is used for service provision. Supplier Portal: <https://www.fa.ufl.edu/directives/supplier-portal/>.

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

1. To bill all services to UF NCES Fiscal Team directly.
 - a. When invoicing UF NCES for Part C payment for contracted services, claim shall be submitted to UF NCES Fiscal Team by the 15th of the month for the previous months' activities and per University of Florida business status requirements, on the claims form titled: UF NCES Claims, a sample of which is attached to this MOA as Exhibit D.
 - b. When submitting per mile travel for reimbursement, Form DFS-AA-15 (attached to this MOA as Exhibit E) shall be used.

- c. Interpreter shall submit all claims for the current fiscal year to UF NCES no later than July 15, 2022.
- d. All claims for payment should be submitted to UF NCES Fiscal Team via Move-It to ncesfiscal@peds.ufl.edu. The file(s) must be attached to the email and not embedded within the email.
- e. **Non-compliance with the above instructions will result in a delay of Claims Form processing and payment.**
- f. To accept the following payment rates:
 - Face-to-Face Sessions:
 - Hourly Rate: \$50 per hour with a one (1) hour minimum.
 - For cancelled appointments, no fee will apply.
 - If Interpreter 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 Interpreter.
 - Travel
 - A0080 – Travel for all interpreter services will be paid at a rate of \$0.445/mile, round trip

V. In Relation to Payment to Interpreter: UF NCES agrees:

To pay for authorized services according to the terms and conditions 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. Interpreter understands and agrees that the funding for payment to Interpreter under this MOA is provided by the State of Florida. UF NCES performance and obligation to pay under this MOA 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. The parties hereby acknowledge that they are independent contractors, and neither University of Florida nor any of its agents, representatives, students, or employees shall be considered agents, representatives, or employees of Interpreter. In no event shall this MOA be construed as establishing a partnership or joint venture or similar relationship between the parties. University of Florida shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No party shall have the right or authority nor hold itself out to have the right or authority to bind another party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
2. Nothing in this MOA, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this MOA, or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

3. Upon execution of the MOA, UF NCES shall list the Interpreter as an authorized Part C Interpreter and shall make payments to Interpreter 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 FLDOH-CMS.
4. Should funds for the Prime Contract become unavailable, UF NCES will provide written notice of termination to Interpreter by certified mail, return receipt requested, within twenty-four (24) hours (or next business day) of receiving notification from FLDOH-CMS.
5. Unless the Interpreter's breach is waived by the UF NCES in writing, UF NCES may, by written notice to the Interpreter, 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.
6. This MOA is effective upon the signature of both parties and will expire on June 30, 2022. Notwithstanding Sections IV.4 or IV.5 above, this MOA may be terminated by either party upon thirty (30) days written notice. Notification of termination to the Interpreter 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:

North Central Early Steps
UF Department Pediatrics
Attn: Fiscal Team
PO Box 100296
Gainesville, FL 32610

7. 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 related 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 MOA. No other terms or conditions shall be valid and binding on the parties unless reduced to writing and executed by the parties.
8. To the extent that the State of Florida, on behalf of the Board of Trustees, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, University of Florida and its employees are protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00), and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Employees and agents of University of Florida are not individually subject to actions arising from their State functions. Any damages allocated against the Board of Trustees as prescribed by Section 768.81, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the Board of Trustees in professional liability actions (see Section 766.112(2), of the Florida Statutes). The sole remedy available to a claimant to collect damages allocated to the Board of Trustees is as described in Section 768.28, Florida Statutes. All liability protection described in this Section is on an

“occurrence” basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

9. Each party to this MOA agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the University of Florida Board of Trustees, School, and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued in any matter arising out of any contract by a party or parties whose legal signature is not indicated on this MOA.

10. This MOA shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Florida; *provided however*, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state. Venue shall lie in Alachua County, Florida.

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

Interpreter

By: _____
Colleen G. Koch, M.D., M.S., M.B.A. Date
Dean, College of Medicine
University of Florida

By: _____
Interpreter Signature and Title

Interpreter 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

Fax # and email address