

***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

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(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/>.
5. Effective January 1, 2021, subcontractors performing work or providing services pursuant to this Contract use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all newly hired employees used by the subcontractor for the performance of services under this Contract. The subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider must maintain a copy of such affidavit for the duration of the Contract. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Provider of such, but the Provider otherwise complied with this statute, the Provider must immediately terminate the contract with the subcontractor.
6. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.

7. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
8. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
9. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
10. Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
11. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.
12. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
13. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
14. Upon completion or termination of this contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified.
15. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**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 15<sup>th</sup> 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, 2024.
- d. All claims for payment should be submitted to UF NCES Fiscal Team via Move-It to [ncesfiscal@peds.ufl.edu](mailto: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, 2024. 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  
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

Phone Number: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_



## Early Steps Summary of Family Rights

The partnership between families and Early Steps is a key component of the Early Steps system. Ongoing communication between you and Early Steps is important so your concerns and priorities are addressed. If you have concerns about Early Steps, you should discuss them with your service coordinator and Individualized Family Support Plan (IFSP) team. Your IFSP team needs and wants to hear any and all issues you might have. You are also entitled to procedural safeguards and rights in Early Steps, which for the purpose of this summary, is Part C of the Individuals with Disabilities Education Act and its regulations. Your rights are summarized in this document. For more detailed information on the policies and rights you have in Early Steps, you may visit for [http://www.cms-kids/home/resources/es\\_policy/es\\_policy.html](http://www.cms-kids/home/resources/es_policy/es_policy.html) or call (800) 218-0001.

This summary includes information about:

- *RECORDS/ CONFIDENTIALITY AND RELEASE OF INFORMATION*
- *PRIOR WRITTEN NOTICE and NATIVE LANGUAGE*
- *PARENTAL CONSENT*
- *SURROGATE PARENTS*
- *MEDIATION*
- *COMPLAINT PROCEDURES*
- *DUE PROCESS HEARING*

## **RECORDS**

You, and a representative, have the right to review information in your Early Steps record relating to evaluations/assessments, screenings, eligibility determinations, development and implementation of the Individualized Family Support Plan (IFSP), provision of early intervention services, individual complaints dealing with your child, and any other records involving your child and family, unless you do not have the authority to do so. You have the right to review this information before any Individualized Family Support Plan (IFSP) meeting or due process hearing, and it will be provided not more than 10 days after you make the request. If the Early Steps record includes information on more than one child, you may only review the information related to your child or will be informed of that specific information. Early Steps may charge a fee for copies of the record, but only if this does not prevent you from inspecting and reviewing the record. This does not include a copy of each evaluation, assessment, and IFSP, as those are provided as soon as possible after each IFSP meeting and at no cost. Early Steps may not charge a fee to search for or collect information. Early Steps will respond to reasonable requests for explanations and interpretations of your child's record. You may request that Early Steps provide copies of the record if failure to provide copies would prevent you from exercising your right to inspect and review the record.

Early Steps keeps a record of people who request or receive access to records they collect, maintain, or use, except access by you and authorized representatives of Early Steps. The record they keep includes the name, date, and reason why the party was authorized to use the record. Early Steps will keep this information with your records as long as they maintain it. Early Steps will make sure you receive a list, upon request, of the types of Early Steps records kept on your child, where they are kept, and how you can gain access to them.

If you feel that any statement in the record is wrong or misleading, or violates the privacy or other rights of your child, you may submit a written request for Early Steps or the service provider to change it. Early Steps or the service provider will either change the statement(s) in a reasonable period of time or formally refuse to do so. If Early Steps or the service provider refuses to do so, you will be informed in writing of that refusal, be provided information about your right to dispute the decision to refuse to change the record, and informed of your right to a due process hearing. Early Steps will provide an opportunity for a due process hearing, upon request, if you challenge information in the record to ensure that it is not inaccurate, misleading, or violates your child's privacy or rights. The protections of the Family Educational Rights and Privacy Act (FERPA) regarding the confidentiality of personally identifiable information apply to you, including the procedures under FERPA to conduct a hearing to challenge information in your child's record. If a due process hearing occurs and it is determined that information in the record is inaccurate, misleading, or violates your child's privacy or rights, the records will be changed accordingly and you will be notified in writing. If a due process hearing occurs and it is determined that the information in the record is not inaccurate, not misleading, or does not violate your child's privacy or rights, you will be informed of your right to place a statement in the record commenting on the information or reasons for disagreeing with the decision. This information will be maintained in the Early Steps record. If your Early Steps record or the section that is disagreed upon is disclosed to any party, the statement you provided must also be provided to the party.

Early Steps will ensure the confidentiality of personally identifiable information, data and records collected, used or maintained, including your right to prior written notice and written parental consent to the exchange of personally identifiable information among agencies. Early Steps will keep a record of anyone who requests or receives your Early Steps record. Personally identifiable information includes your child's name, your name or other family members, address, social security number or other personal identifiers, and other information that might make it possible to identify your child. Early Steps keeps this information on referred children and those who receive or have received services. This includes information related to screening, evaluation and assessment, eligibility, the Individualized Family Support Plan (IFSP), and services. Early Steps will also gather information from individuals or agencies that have information about your child and those providing services to your child. This information will be used to determine eligibility and make decisions about services for your child. Early Steps is responsible for protecting your personally identifiable information and is trained on these responsibilities. Your personally identifiable information will be protected to ensure the confidentiality of your information when it is collected, stored, disclosed, used, and



destroyed. Early Steps will inform you when they no longer need your personally identifiable information in order to provide services to your child. This information must be destroyed at your request however; a permanent record of your child's name and date of birth, parent contact information, name(s) of service coordinators and providers, and exit data (year and age upon exit, and any programs entered into upon) may be kept without time limitation. Once your child and family no longer receive services, Early Steps will maintain your child's Early Steps record for a minimum of six years from the date your child was closed from Early Steps. You may review the names and positions of anyone who may have access to your personally identifiable information.

### **PRIOR WRITTEN NOTICE and NATIVE LANGUAGE**

You must be given prior written notice in a reasonable time before Early Steps or a service provider proposes to initiate or change, or refuses to initiate or change the identification, evaluation, or placement of your child, or the provision of appropriate early intervention services for your child and family. The notice will help you be more prepared and will state information including:

- the action that is being proposed or refused;
- the reasons for taking the action;
- all procedural safeguards that are available under Early Steps; and
- the Early Steps complaint procedures and timelines.

Early Steps wants you to understand so that you can be an informed team member and decision maker. The prior written notices, evaluations/assessments, and IFSPs must be written in understandable language and provided in your native language, unless it is clearly not feasible to do so. Native language means the language or mode of communication you use. If your native language or other mode of communication is not a written language, Early Steps will take steps to ensure that the notice is translated orally or by other means to you in your native language or other mode of communication, you understand the notice, and there is written evidence that these requirements have been met. If you are deaf, blind, or have no written language, the way in which you communicate will be used by Early Steps.

### **PARENTAL CONSENT**

Early Steps needs your permission to take actions that affect your child. You will be asked to give your consent in writing before Early Steps conducts a screening, evaluation/assessment, private insurance is used, personally identifiable information is disclosed, or before early intervention services are provided. Consent means that you are fully informed, in your native language or other mode of communication, of all information related to the activity that Early Steps is requesting your consent, that you understand and agree in writing to the carrying out of the activity in which your consent is being requested, and the consent describes the activity and lists the records (if any) that will be released and to whom, and that you understand that giving your consent is voluntary and can be taken away at any time. If you do not give consent, for the evaluation and assessment or services, Early Steps will make reasonable efforts to ensure that you are fully aware of the nature of the evaluation/assessment or the services that would be available and that you understand that your child will not be able to receive the evaluation and assessment or services unless consent is given. You may take away consent for your child at any time however you cannot take away consent for an action that has already occurred. You have the right to determine whether you will accept or decline any Early Steps service and may decline a service after first accepting it, without it affecting other services.

Early Steps must provide written notice and obtain consent from you in order to obtain, release or exchange personally identifiable information concerning your child and family except in certain circumstances. This also includes the verbal sharing of personally identifiable information. If you do not give Early Steps consent to release your personally identifiable information, your information will not be released.

Early Steps cannot use due process hearing procedures to challenge a parent's refusal to provide consent.

### **SURROGATE PARENTS**

Early Steps will ensure the rights of eligible children are protected if no parent can be identified, the parent(s) whereabouts cannot be discovered after reasonable efforts, or your child is a ward of the state. This is done by assigning a surrogate parent. If a surrogate parent is assigned, they may represent your child during the evaluation and assessment, development and implementation of the Individualized Family Support Plan (IFSP), ongoing service delivery for your child, and other rights in Early Steps. Early Steps has procedures in place to determine whether a child needs a surrogate parent, and the assignment and selection of a surrogate parent. All the rights in this document apply to surrogate parents. If a child is a ward of the state, a surrogate parent may be appointed by the judge overseeing the infant or toddler's case provided that the surrogate parent meets federal and state requirements.

### **MEDIATION**

Mediation is an informal option to resolve disputes regarding any matter concerning your involvement with Early Steps. Mediation is voluntary on the part of all parties who must sign the request form. In mediation, an impartial trained mediator, who is qualified and knowledgeable in laws and regulations related to Early Steps, helps the parties reach a mutually satisfactory agreement. Mediation is free to you and does not interfere with your right to a due process hearing or any other rights in Early Steps. Mediation discussions are confidential and will not be used in a subsequent due process hearing or civil proceeding. Mediation will be scheduled in a timely manner, within 21 calendar days of the receipt of a request signed by both parties, and will be held in a location that is convenient to all parties. Any agreements reached in Mediation will be put in writing and signed by all parties.

### **COMPLAINT PROCEDURES**

You have the right to file a complaint alleging that Early Steps, or a service provider, has violated a requirement of Early Steps. Complaints must be written and signed and include the following information:

- a statement that Early Steps or a service provider has violated your rights;
- the facts on which the complaint is based;
- your signature and contact information;
- the name and address of the residence of your child;
- the name of the provider serving your child;
- a description of the nature of the problem of the child, including facts relating to the problem;
- a proposed resolution of the problem to the extent known and available to you at the time the complaint is filed; and
- an allegation of a violation that occurred within one year prior to the date the complaint is received.

Complaints must be mailed to the Florida Department of Health, Children's Medical Services, Early Steps State Office at:

**IDEA, Part C Coordinator**  
**Department of Health**  
**Children's Medical Services**  
**Early Steps State Office**

**4052 Bald Cypress Way, BIN# A06**

**Tallahassee, FL 32399-1707**

Once a complaint is received, the Early Steps State Office will conduct an independent investigation of the complaint. You will have the opportunity to submit additional information, either orally or in writing, about your allegations. The Early Steps State Office will review all relevant information and make an independent determination as to whether a violation of your rights has occurred. A written decision will be issued (within 60 days of the receipt of the complaint, unless exceptional circumstances exist) that includes the findings of fact, conclusions, and the reasons for the final decision. The written decision can include technical assistance activities, negotiations, and corrective actions to achieve compliance, if a violation is found. If the investigation finds a failure to provide appropriate services, the Early Steps State Office will address how to correct the issue, as appropriate, including awarding monetary reimbursement or other corrective actions to meet the needs of your child and family, and appropriate future services for all infants and toddlers with disabilities, and their families.

Mediation will be offered when a complaint is received. If a written complaint is received that is also the subject of a due process hearing, Early Steps will set aside any part of the complaint that is being addressed in the due process hearing until the conclusion of the hearing. However, any issue in the complaint that is not a part of the due process action must be resolved within the complaint timelines. If an issue is raised in a complaint that has been previously decided in a due process hearing involving the same parties, Early Steps will inform you that the hearing decision is binding.

A complaint alleging failure to implement a due process hearing decision must be resolved by the Early Steps State Office.

### **DUE PROCESS HEARING**

You have the right to file a due process hearing request when there is a disagreement regarding the proposal to initiate or change, or refusal to initiate or change the identification, evaluation, or placement of your child, the provision of appropriate early intervention services to your child or family, or to challenge information in the Early Steps record to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of your child.

A due process hearing request must be filed with the Florida Department of Health, Children's Medical Services, Early Steps State Office at:

**IDEA, Part C Coordinator**  
**Florida Department of Health**  
**Children's Medical Services**  
**Early Steps State Office**  
**4052 Bald Cypress Way, BIN # A06**  
**Tallahassee, FL 32399-1707**

The party submitting a due process hearing request, or their attorney, must ensure the other party receives a copy of the hearing request, which must remain confidential. A due process hearing request must include the following:

- name of your child;
- the address of the residence of your child;
- the name of the early intervention provider serving your child;
- a description of the nature of the problem of your child relating to the proposed or refused initiation or change, including facts relating to the problem;

- a proposed resolution of the problem to the extent known and available to you at the time; and
- an allegation that the action forming the basis for the due process complaint occurred within 2 years of the date you Early Steps or the provider knew (or should have known) about the alleged action.

Within 10 days of a due process hearing request, you will receive a written response from the other party addressing each issue you raised in your due process hearing request. If you have not received prior written notice regarding the issues addressed in your due process hearing request, then the response will also include the following:

- an explanation of why Early Steps proposed or refused to take the action raised in the due process hearing request;
- a description of other options that the IFSP team considered and the reasons why those options were rejected;
- a description of each evaluation procedure, assessment, record, or report used as the basis for the proposed or refused action; and
- a description of the other factors relevant to the proposed or refused action.

The hearing officer will determine the sufficiency of a due process hearing request. Either party may challenge the sufficiency of the due process hearing request by filing a written claim with the hearing officer within 15 days of the hearing request. Within 5 days of receipt of the challenge, the hearing officer will issue a ruling on the sufficiency of the due process hearing request.

Mediation will be offered when a due process hearing request is received and you will be notified of free or low cost legal and other relevant advocacy services that are available. The Early Steps State Office will conduct a resolution meeting within 15 days of the receipt of a due process hearing request with the parent(s) and the relevant IFSP team members, as agreed by both parties. The purpose of the resolution meeting is to allow the Early Steps State Office the opportunity to resolve the issues in the due process hearing request. The Early Steps State Office may not bring an attorney unless you bring an attorney. If you file a due process hearing request and do not participate in the resolution meeting after reasonable efforts by the Early Steps State Office, your due process hearing request may be dismissed. If the Early Steps State Office does not hold or participate in a resolution meeting within 15 days of receipt of the hearing request, you may request the hearing officer to initiate the 45 day due process timeline. The 45 day due process hearing timeline begins after:

- both parties agree in writing to waive the resolution meeting or seek mediation;
- after the resolution meeting or mediation starts but before the end of the 30 day period and the parties agree in writing that no agreement is possible; or
- both parties agree in writing to continue the resolution or meditation process at the end of the 30 day period but later withdraws.

If a resolution to the dispute is reached at the resolution meeting, a legally binding agreement is written that is signed by both parties and enforceable in federal or state court. Either party may void the agreement within 3 business days of execution. The Early Steps State Office may use methods to seek enforcement of a written agreement resulting from a mediation or resolution meeting as long as those mechanisms are not mandatory and does not delay or deny the parents right to seek enforcement of the written agreement in a federal or state court.

A party may amend a due process hearing request if either the other party consents in writing to the amendment and is given the opportunity to resolve the issues in the due process hearing request through a resolution meeting or the hearing officer grants permission not later than five days before the due process hearing is scheduled. If a party files an amended due process hearing request, the 30 day timeline for the resolution meeting begins again with the filing of the amended due process hearing request.

A due process hearing is conducted by an impartial person who is not an employee of Early Steps, or any other entity involved in the services or care for your child, though Early Steps pays for their services. They

do not have a personal or professional interest that would conflict with their ability to be objective and implement the process. The hearing officer will have knowledge about Early Steps, including Part C of the Individuals with Disabilities Education Act, applicable federal and state regulations, and legal interpretations by federal and state courts. The officer will listen to relevant viewpoints about the issue, examine all information related to the issues, seek to reach a timely resolution regarding the issue, and make decisions based on substantive grounds. It will be at a time and place that is convenient to you and you will be notified of the date, time, and place of the hearing in a reasonable time in advance. A hearing will be held and a written decision mailed within 45 days of the request of a hearing. The written decision will be based on the evidence and will include a summary of the evidence and the reasons for the decision.

During a due process hearing, you have the right to:

- be accompanied and advised by counsel and by individuals with special knowledge or training on Early Steps at your own expense;
- present evidence and confront, cross examine, and require attendance of witnesses;
- not allow evidence that has not been disclosed to you at least five days before the hearing;
- receive a written or electronic (based on your preference) word for word copy of the hearing at no cost;
- receive a written or electronic (based on your preference) findings and decisions from the hearing at no cost; and
- request the hearing be open to the public (it will be closed unless the parties request it be open).

Parties involved in the due process hearing must disclose all evaluations and recommendations at least 5 business days before the proceeding. The hearing officer may bar any party that fails to comply without the consent of the other party. The party requesting a due process hearing may not raise issues at the due process hearing that were not raised in the due process complaint unless the other party agrees.

In matters alleging a procedural violation, a hearing officer may find that your child was not appropriately identified, evaluated, placed, or provided early intervention services only if it:

- Impeded your child's right to identification, evaluation, and placement or provision of early intervention services for your child and family;
- Significantly impeded the your opportunity to participate in the decision-making process regarding identification, evaluation, placement or provision of early intervention services for your child and family; or
- Caused a deprivation of developmental benefit.

Unless you and Early Steps agree, Early Steps will continue to provide the early intervention services to which you have provided consent or if applying for initial services, will provide the early intervention services not in dispute as authorized on your Individualized Family Support Plan (IFSP). A decision made in a due process hearing is final, except that either party may file a civil action. This must be done in state or federal court within 90 days of the due process decision. In a civil action, the court will receive the records of the due process hearing, hear additional evidence at the request of a party, and grant the relief the court determines to be appropriate, based on the preponderance of the evidence.

Parents also have rights, procedures, and remedies available under the Constitution, Americans With Disabilities Act, title V of the Rehabilitation Act, and other federal laws protecting the rights of children with disabilities.



College of Medicine  
Department of Pediatrics  
North Central Early Steps

P.O. Box 100296  
Gainesville, FL 32610  
PH: 352-273-8555/1-800 334-1447  
FAX: 352-294-8088

**UF College of Medicine Department of Pediatrics North Central Early Steps  
Statement of Understanding of Part C Procedural Safeguards**

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**Statement of Understanding of Part C Procedural Safeguards**

\_\_\_\_\_ I certify that I have read the Procedural Safeguards

\_\_\_\_\_ I understand that the intent of the Procedural Safeguards is to protect the rights of the child  
and his/her parents/guardians

\_\_\_\_\_ I agree to abide by the Procedural Safeguards

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed or Typed)

**STATE OF FLORIDA**  
**OFFICE OF THE GOVERNOR**  
**EXECUTIVE ORDER NUMBER 11-116**  
**(Superceding Executive Order 11-02; Verification of Employment Status)**

WHEREAS, Federal law requires employers to employ only individuals eligible to work in the United States; and

WHEREAS, the U.S. Department of Homeland Security's E-Verify system allows employers to quickly verify employee eligibility in an efficient and cost-effective manner.

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:

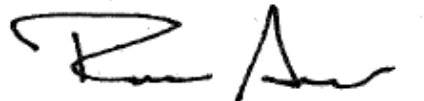
**Section 1.** I hereby direct all agencies under the direction of the Governor to verify the employment eligibility of all new agency employees through the U.S. Department of Homeland Security's E-Verify system.

**Section 2.** I hereby direct all agencies under the direction of the Governor to include, as a condition of all contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**Section 3.** Agencies not under the direction of the Governor are encouraged to verify the employment eligibility of their new employees utilizing the E-Verify system and to include as a provision of all contracts for the provision of goods or services to the state or subdivision in excess of nominal value, a requirement that contractors and subcontractors utilize the E-Verify system to verify the employment eligibility of all new employees hired during the contract term.

**Section 4.** This Order supersedes Executive Order 11-02.

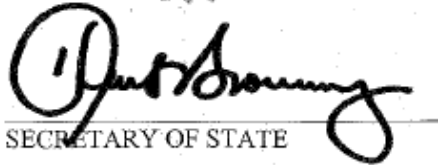
IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 27th day of May, 2011.



GOVERNOR



ATTEST:



SECRETARY OF STATE

**FILED**  
2011 MAY 27 PM 5:04  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA







**TRAVEL PERFORMED BY COMMON CARRIER OR STATE VEHICLE**

*THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN COMMON CARRIER IS BILLED DIRECTLY TO THE STATE AGENCY*

Date	Ticket Number or State Vehicle Number	From	To	Amount	Name of Common Carrier or State Agency Owning Vehicle

**STATE OF FLORIDA PURCHASING CARD CHARGES**

*THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN TRAVEL RELATED EXPENSES ARE PAID BY USING THE STATE OF FLORIDA PURCHASING CARD*

Date	Merchant/Vendor	Description of Item Acquired	Amount of Charge

*THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN NON-REIMBURSEABLE ITEMS WERE PURCHASED USING THE STATE OF FLORIDA PURCHASING CARD*

Date	Merchant/Vendor	Description of Item Acquired	Amount of Charge
Total (This amount must appear on the line "Less Non-Reimbursable Items Included on Purchasing Card" on the reverse side of this form.)			\$ -

**GENERAL INSTRUCTIONS**

Class A travel -- Continuous travel of 24 hours or more away from official headquarters.  
 Class B travel -- Continuous travel of less than 24 hours which involves overnight absence from official headquarters.  
 Class C travel -- Travel for short or day trips where the traveler is not away from his official headquarters overnight.

Breakfast --- when travel begins before 6 a.m. and extends beyond 8 a.m.  
 Lunch ----- when travel begins before 12 Noon and extends beyond 2 p.m.  
 Dinner ----- when travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during night-time hours due to special assignment.

NOTE: No allowance shall be made for meals when travel is confined to the city or town of official headquarters or immediate vicinity except assignments of official business outside the traveler's regular place of employment if travel expenses are approved and such special approval is noted on the travel voucher. Rate of Per Diem and Meals shall be those prescribed by Section 112.061, Florida Statutes.

Non-reimbursable items may not be charged on the State of Florida Purchasing Card. Inadvertent non-reimbursable charges are to be deducted from the travel reimbursement claimed on the reverse side of this form on the line "Less Non-reimbursable Items Included on Purchasing Card" and the above "Non-reimbursable Items" section of "State of Florida Purchasing Card Charges" section above must be completed. Per diem shall be completed at one-fourth of authorized rate for each quarter or fraction thereof. Travel over a period of 24 hours or more will be calculated on the basis of 6-hour cycles, beginning at midnight; less than 24-hours travel will be calculated on the basis of 6-hour cycles, beginning at the hour of departure from official headquarters. Hour of departure and hour of return should be shown for all travel. When claiming per diem, the meal allowance columns should not be used. Claims for actual lodging at single occupancy rate plus meal allowances should be put in the "Per Diem or Actual Lodging Expenses" column and include the appropriate meal allowances in the "Meals for Class A & B Travel" column. Claims for meals allowance involving travel that did not require the traveler to be away from headquarters overnight should be included in the "Class C Meals" column. Vicinity travel must appear in the separate column. When travel is by common carrier and billed directly to the traveler, the amount and description should be included in the "Other Expenses" column. A copy of the ticket or invoice should be attached to this form. If travel is by common carrier and billed directly to the State agency, then the "Travel Performed by Common Carrier or State Vehicle" section above should be completed. If travel is by common carrier and the carrier is paid by the use of the State of Florida Purchasing Card, then the "State of Florida Purchasing Card Charges" section above should be completed. The name of the common carrier should be inserted in the "Map Mileage Claimed" column in these instances. Justification must be provided for use of a noncontract airline (or one offering equal or lesser rates than the contract airline) or rental car (or one having lower net rate) when contract carriers are available. Additionally, justification must be provided for use of a rental car larger than a Class "B" car. If travel is performed by the use of a State-owned vehicle, the word "State" should be inserted in the "Map Mileage Claimed" column on the reverse side of this form, and the above section designated as "Travel Performed by Common Carrier or State Vehicle" should be completed. If lodging is paid by the use of the State of Florida Purchasing Card, the words "Purchasing Card" should be inserted in the "Per Diem or Actual Lodging Expenses" column on the reverse side of this form, and the above section designated as "State of Florida Purchasing Card Charges" should be completed. Incidental travel expenses which may be reimbursed include: (a) reasonable taxi fare; (b) ferry fares and bridge, road, and tunnel tolls; (c) storage and parking fees; (d) telephone and telegraph expenses; (e) convention or conference registration fee. If meals are included in the registration fee, per diem should be reduced accordingly. Receipts should be obtained when required. The official Department of Transportation map should be used in computing mileage from point of origin to destination whenever possible. When any State employee is stationed in any city or town for over 30 days continuous work days, such city or town shall be deemed to be his official headquarters and he shall not be allowed per diem or subsistence after the period of 30 continuous work days has elapsed, unless extended by the approval of the agency head. If travel is to a conference or convention, the "Statement of Benefits to the State" section must be completed or a copy of the Authorization to Incur Travel Expense, Form DFS-AA-13, must be attached. Additionally, a copy of a agenda and registration receipt must be attached. Any fraudulent claim for mileage, per diem or other travel expense is subject to prosecution as a misdemeanor.