

F-22

**DEPARTMENT OF SPECIAL SERVICES  
TOWNSHIP OF UNION PUBLIC SCHOOLS  
M-E-M-O-R-A-N-D-U-M**

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**TO: Greg Tatum**

**C: Diane Cappiello  
Julia Vicidomini**

**From: Kim Conti** 

**Re: Board Agenda Item**

**Date: July 1, 2019**

**Approve Marilyn Kubichek MD, FAAP (Columbia Commons North Tower  
256 Columbia Turnpike, Suite 109, Florham Park NJ) to provide  
Neurological evaluations at the rate of \$600.00 per evaluation (\$625 -  
\$800.00 per off-site evaluation) for the 2019-2020 school year, not to exceed  
\$10,200.00 (Acct # 11-000-219-320-01-19)**



**MARILYN A. KUBICHEK, MD, FAAP**

**Neurologist/Clinical Neurophysiologist**

**Diplomat of the American Boards of Psychiatry and Neurology, with Special Qualifications in Child Neurology, and Pediatrics**

Columbia Commons North Tower  
256 Columbia Turnpike Suite 109  
Florham Park, New Jersey 07932  
973-377-7822  
973-377-7821 FAX

## **Policy on Requests for a CST Evaluation by a School District**

**PURPOSE:** There are times that school districts may request an evaluation of a child to determine if there is a medical or neurological reason that their student is having difficulty learning. It is the goal of this office, the physicians and staff, to accommodate as many requests as possible in the shortest amount of time in an accurate manner.

**POLICY:** The following statements explain the policy of the office as it relates to requests for CST evaluations.

1. All requests for CST evaluation should include:
  - a signed Release of Information form from the parent or guardian of the child giving the Department of Special Services and the School District permission to secure or send reports and information regarding the child to Dr. Kubichek, MD, LLC, and
  - a valid voucher with necessary signatures and a Purchase Order Number (vouchers without signatures/PO's will not be accepted), and
  - any written reports that are pertinent to the evaluation.
2. A minimum of ten (10) business days for the completion of all reports should be allowed.
3. A fee of \$600.00 (\$625.00 - \$800.00 depending on location and number of students for off-site visit) is charged for a Child Study Team Evaluation Report which includes the practice expense, visit, professional component including review of previous reports, neurological examination and written report which may recommend further neurologic studies such as a EEG, EMG, BAERS, Sleep Study, Neuroimaging, Laboratory Studies, Psychological/Psychometric Testing or Other Tests (PET), SPECT, MEG, which are separate procedures and require a separate fee which are usually covered by the patient's medical insurance.
4. The fee of \$600.00 (\$625.00 - \$800.00 depending on location and number of students for off-site visit) does not include a review of follow-up studies as they relate to the original report and recommendations and amendment to same if necessary and an additional fee of \$75.00 per reviewed study will be charged.
5. A charge of \$50.00 for a missed visit without benefit of a twenty-four hour cancellation or cancelled visit within a twenty-four hour period will be incurred.
6. Communication between physician and school district personnel needs to be confidential and in agreement with Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA).

**PROCEDURE:** When we receive the request and valid Purchase Order, we will schedule a visit for the child.

**PROVIDER:** Once the visit has been scheduled, the physician will review pertinent information, provide a complete neurological examination and write the report. The physician's duties and activities are limited to consultation in the evaluation and planning process for students with special needs and may include review of school records as necessary to determine appropriate educational placement and services for students with section 504 accommodation and/or individual education programs, and do not involve direct patient care; facilitating appropriate IEP's outcomes by acting as an advocate for the school, student, his family or primary care physician; or serving as an expert medical witness on the behalf of the student, his family or school unless deemed appropriate to do so.

*See Also: Form - Authorization for Release of Information for Child Study Team Evaluation*

ADDENDUM  
 TO AGREEMENT BETWEEN  
 TOWNSHIP OF UNION BOARD OF EDUCATION  
 AND  
**Marilyn A Kubichek MD LLC**

This Addendum to the Purchase Order/Contract for Neurological Evaluations is entered into between the Township of Union Board of Education ("Board") and Marilyn A Kubichek MD LLC this 17 day of June, 2019.

In consideration of the mutual promises covenants, and agreements contained in the Purchase Order/Contract Marilyn A Kubichek MD LLC agrees as follows:

In accordance with the New Jersey "Pass the Trash" law, N.J.S.A. 18A:6-7.6 to 7.13 (hereinafter "Law"), which became effective June 1, 2018, hereby Marilyn Kubichek MD LLC acknowledges obligations under the Law related to professionals with regular contact with children and certifies that it is in compliance with the Law and all obligations required therein. Marilyn Kubichek MD LLC agrees to continue to comply with requirements of the Law as noted above during the terms of the PO/Contract.

Furthermore, the Marilyn A Kubichek MD LLC shall indemnify, defend, and hold, the Board and its respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties"), harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Company's compliance with, or lack thereof, its obligations under the Law, N.J.S.A. 18A:6-7.6 to 7.13, to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement and Addendum, or any such other work performed for the Indemnified Parties, in any way related to the acts or omissions of the Company, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable ("Covered Parties") to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties. If in a given case a court rules that the Company is not negligent and/or did not breach its statutory duty, then the Company no longer has an obligation to defend and indemnify the Board in such case.

