

7-14

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

TO: Greg Tatum

**C: Diane Cappiello
Julia Vicidomini**

From: Kim Conti

Re: Board Agenda Item

Date: June 8, 2020

**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 for the 2020-
2021 school year, not to exceed \$25,000.00 (Acct # 11-000-219-320-01-19)**



MARILYN A. KUBICHEK, MD, LLC

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.

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.

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

AGREEMENT BETWEEN
TOWNSHIP OF UNION BOARD OF EDUCATION
AND
[INSERT COMPANY NAME]

Dr. Kubchek, we

This Addendum to the Contract [redacted] is entered into between the Township of Union Board of Education ("Board") and [redacted] NAME] on this 5th day of June 2020

In consideration of the mutual promises, covenants, and agreements contained in the Contract [redacted], parties agree 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, ~~the Company~~ *we* hereby acknowledges its obligations under the Law and certifies that it is in compliance with the Law and all obligations required therein. ~~The Company~~ *we* ~~agrees~~ *agrees* to continue to comply with all requirements of the Law during the term of the Contract.

Furthermore, the ~~Company~~ *we* 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.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

[Handwritten Signature]
[Handwritten Signature]

