



COUNSELING AND DIAGNOSTIC CENTER

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*Licensed Clinical Psychologist
Licensed Marriage and Family Therapist*

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*Licensed Professional Clinical Counselor
Licensed Clinical Alcohol and Drug
Counselor*

H. Greg Merrill, LCSW
Licensed Clinical Social Worker

Beth E. Brinsko, PhD
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CONTRACTUAL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August, 2019 by and between the Newport Independent Schools and the Counseling and Diagnostic Center (CDC).

The Counseling and Diagnostic Center, hereby agrees to administer psychological evaluations which include behavioral observation, and assessment in the area of intelligence and emotional functioning (i.e. projective testing, if needed). Financial consideration for the cost of performance of this agreement will be provided at the rate of \$250.00 for psychological testing and report. Consultation/counseling services and ARC attendance will be provided at a rate of \$60.00 per hour for up to 28 hours per week. Counseling and consultative services will be provided to all designated students as requested by the Special Education Director.

Additional test measures by the providers of CDC (i.e. academic testing, TOVA testing, social/emotional/diagnostic testing), behavioral observations in the classroom setting, parent consultation/meetings, etc will be billed at the agreed upon rate. The assessment will be in compliance with Kentucky Administration Regulations and IDEA certifying children with disabilities.

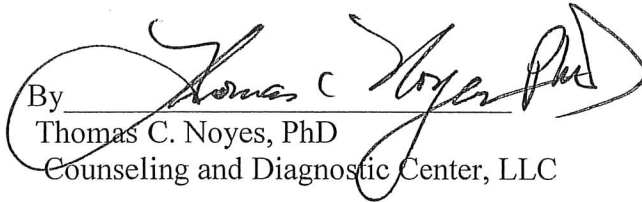
The examiner will be responsible for administering each complete evaluation and writing a report in a form such that composite data are reported in standard scores. The report will include (1) behavioral observation during testing, (2) an interpretation of test data in narrative form, (3) test data and, (4) recommendations.


Test kits and protocols will be supplied by Newport Independent Schools. Typing and photocopying are the responsibility of the examiner. Services will be evaluated on an ongoing basis by all parties involved.

Examiners are to submit a bill at the end of every month the total amount due. Payment is to be made with thirty calendar days thereafter. No reimbursement will be provided for travel.

Either party may terminate this contract upon (30) calendar days notice. A termination notice is to be presented in written form to the other contracting party.

In witness whereof, the parties have executed this agreement in duplicate originals one of which is retained by each of the parties the day and year first written above.

By 
Thomas C. Noyes, PhD
Counseling and Diagnostic Center, LLC

By 
Lisa Swanson, Director of Special Education

By _____
Kelly Middleton, Superintendent Newport Independent Schools

CONFIDENTIALITY AGREEMENT

FERPA is the *Family Educational Rights and Privacy Act*. This act prohibits the unauthorized release of personally identifiable information about a child, his/her educational records and unauthorized discussion about a child and his/her family by anyone who works in an educational setting. This does not prohibit the sharing of information about a child or their family that is necessary for you to carry out your job responsibilities.

- Sharing unauthorized information about children and their families is prohibited unless within the scope of your duties as a contracted employee of the District.
- Please use appropriate channels of communication for comments and concerns regarding students, their families, and employees of the District. If concerned about a student, family member or staff person or a situation you became aware of in the context of your duties, please speak with the director of special education, teacher, or principal. Do not discuss your concerns with others.
- Be a caring, supportive and professional member of our school team by respecting the rights and privacy of our children as well as fellow staff.
- Keep our schools safe by reporting student misbehavior that is a danger to that student or others.
- Parents have the right to inspect and review their children's educational records and can request copies of all of these records. If you are requested to share school records with a parent please consult with an administrator in your building before you do so.
- You are not required to share documents that are in the "sole possession of the creator" and "serve only as a private memo or reminder and are not shared with ANYONE other than the creator or a temporary substitute". This would include your case/client notes that are for your use only. If you share these notes with others, they become "open records" that must be shared with a parent/guardian who requests access to educational records.
- Parents may request an amendment of records that they consider "inaccurate, misleading, or in violation of the student's rights of privacy or other rights."
- Release of student information to others outside of our schools requires parental consent except in health and safety emergencies and to another school where a student is enrolled or intends to enroll.
- Parents are given annual notice in the *Code of Conduct* book that explains that "directory information" may be released by a school, unless the parent provides written notice to the school that this information may not be released. (*Directory information includes: name, address, telephone number, date and place of birth, major field of study, dates of attendance, class, participation in officially recognized activities and sports, degrees, and awards received and most recent educational institution attended by the student.*)
- Parental access rights transfer to adult students when they reach age of majority, age 18 in Kentucky.
- Notes concerning a student made by a staff member, retained by that person, and not shared with anyone are exempt from parental access.
- Under certain circumstances a state assigned social worker who is investigating child abuse or neglect reports may require certain information about a child or youth. The school principal will verify the authority of that person and instruct school staff to share verbal or written information about a child accordingly to comply with the law.
- When making a report to law enforcement authorities or social services, only the name, address, parent's name(s) in addition to the facts and circumstances may be shared. No additional information about the student's status may be shared at this time including: grade, disability status, disciplinary record, health status, description of behavior, etc. Additional information may be shared only when the court provides a subpoena or with written parental consent.

I have reviewed these regulations on confidentiality and understand its implications with respect to my contract with the Newport Independent School District.

Signature: 

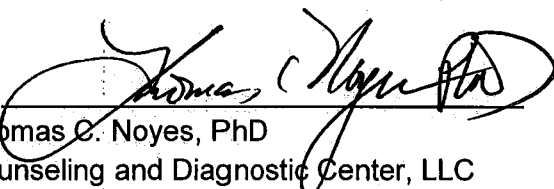
Date: 5/6/19

Signature: K. Joannah Kennedy, Ph.D.

Date: 5/6/19

- a. Provider shall complete in-service training (CEU/EILA credit), webinar and video conferencing with easy-to-use reference manuals. Provider will also receive support and consultation from Kentucky-based special education professional via toll free phone and email.
- b. New providers are required to attend all ezEdMed Trainings in order to execute the reimbursement program. Current providers are required to only attend trainings that are essential to the services they provide. You will be responsible for accurate documentation of all services provided to the special education student based on the service written in the IEP. Services are to be documented within **14 days of the service provided**. Incomplete or missing documentation will be addressed first by email and if not corrected following the email a meeting will be scheduled with the special education director.
- c. Evaluations – Medicaid allows providers to use snow days, Professional Development Days and PLC days for writing evaluations and analyzing the evaluation data. This does not include after regular school hours, weekends and holidays.
- d. Providers shall participate in a Random Moment Time Study (RMTS) created by the Medicaid School Based Administrative Claiming (SBAC) program in an effort to recoup costs associated with administrative activities under the Individuals with Disabilities Education Act (IDEA).
- e. A change in a practitioner's License, certification or registration may disqualify the practitioner from covered Medicaid services. It is the responsibility of the therapist and or practitioner to submit a new license when a license expires during the contract period.

This addendum shall constitute the complete understanding of the related service provider and the Newport Board of Education and may not be modified in any manner unless agreed upon by the Superintendent, Special Education Director, and the related service provider. Provisions of this addendum shall remain in effect for the duration of the contracted 2019-2020 school year.

By 
Thomas C. Noyes, PhD
Counseling and Diagnostic Center, LLC

Date 5/6/19

By _____
Lisa Swanson, Special Education Director

Date _____

By _____
Kelly E. Middleton, Superintendent
Newport Independent School District

Date _____

Addendum to Counseling and Diagnostic Center Contract 2019-2020.

- I. The Newport School Board of Education requires all employees, contractors, and volunteers to submit to a criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation. Fingerprints shall be obtained on an applicant's fingerprint card provided by the Department of Kentucky State Police. The results of the criminal background check will be sent to the hiring superintendent. Any fee charged shall be no greater than the actual cost of processing the request and conducting the search. Finger printing can be obtained at the superintendent's office in the Newport Welcome Center. Newport Board of Education charges \$32.00 for the background check and fingerprints. If you have completed a background check and finger printing at another district please submit a copy with your application/contract. ***You are only required to submit to a Criminal Background check once. If you are involved in or commit a criminal offense it is your responsibility to inform the district. Failure to comply will result in termination of this contract and your employment within the district.***
- II. The Newport Board of Education requires all prospective employees of public schools and their contractors' who work in direct contact with children submit to a (Child Abuse) Background Check in accordance with the passage of SB 101 (2018). The Central Registry Check form can be downloaded from The Cabinet for Health and Family Services (CHFS) website. A check or money order made payable to the "Kentucky State Treasury" in the amount of ten dollars (\$10.00) must accompany your request to process the Child Abuse Neglect Check. Please follow complete instructions on the form. Persons applying for a certified, classified or contractual position within the Newport Independent School District must present the superintendent with a letter from the Cabinet for Health and Family Services stating you are clear to hire and there are no findings of substantiated child abuse or neglect. ***You are only required to submit to a Child Abuse Background Check once. If you are involved in a child abuse offense it is your responsibility to inform the district. Failure to comply will result in termination of this contract and your employment within the district.***
- III. The Newport Board of Education has contracted Safe Schools by Vector Solutions to streamline staff safety and compliance training with a web-based automated system. You are required to complete specific training courses in accordance to the district's Safe School policies prior to the first day of school. Courses required by the district include, but are not limited to Restraint and Seclusion, Bloodborne Pathogens Exposure Prevention, FERPA: Confidentiality of Records, Emergency Management: Evacuation Planning for Students with Special Needs, Safety in the Classroom and others to be determined for educators who support students with exceptionalities.
- IV. The Newport Independent School District subscribes to Kentucky School Board Association's (KSBA) Medicaid Reimbursement Program to manage special education related services and maintain IDEA compliance. The use of custom software – ezEdMed is a time saving management tool that maximizes Medical reimbursements for special education services such as speech and language therapy, occupational therapy, physical therapy, nursing care, audiology, the purchase of assistive technology devices and special transportation. The service documents therapies delivered to the students and progress monitoring made toward students goals.