SERVICE CONTRACT BETWEEN
NEWPORT BOARD OF EDUCATION AND Nancy Miller, Ph.D. CCC/SLP

This agreement is between the Newport Board of Education, referred to as the First Party and Nancy Miller, hereafter referred to as the Second Party.

I. **In consideration for the services described below, the First Party agrees to:**

a. Reimburse the Second Party for delivery of speech-language therapy services for the Newport Independent School District for the **2020-2021** partial school year, at the rate of **$60.00 per hour** for no more than **16** hours per week and not to exceed **$34,560.00** per school year.

b. Said reimbursement for speech-language therapy and supervision/mentoring services for the period from **August 2020**, until the last school day of the school year. Reimbursements will follow the district's payroll schedule which will be provided to the first party prior to the beginning of this contract.

II. **The Second Party agrees to provide the First Party with the following services:**

a. Provide speech-language therapy services as assigned by the Newport Director of Special Education in accordance with the Kentucky Department of Education regulations regarding provision of special education and speech-language services from the first day until the last day of **2020-2021** school year.

b. Maintain license in good standing with the Kentucky Board of Speech-Language Pathology and Audiology and the American Speech-Language Hearing Association.

c. Conduct evaluations, write reports, maintain due process records, service records and student progress reports as required by Director of Special Education.

d. Attend Admissions and Release Committee (ARC) meetings as required or to provide written reports when unable to attend.

e. Report all concerns regarding the professionalism and performance consistent with ASHA and the Kentucky Board of Speech-Language Pathology and Audiology to the Director of Special Education.

f. To provide expert testimony regarding services provided to the District during the term of the contract as requested by District Administrator representing the Board of Education as necessary for complaints, due process hearings, appeals or other civil actions taken by or against the Newport Board of Education.

III. **The Second Party agrees to State and District Requirements to satisfy Contract.**

a. The Newport School Board of Education requires all employees, contractors, and interns 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.

b. 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.***

c. 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.

d. 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 Medicaid 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 student goals.

   a. Speech and language therapy delivered and the impact of services on student performance during the 2020-2021 school year shall be documented using ezEdMed and student progress reports. Student Progress Reports will be generated and submitted to parent/guardian concurrent with the issuance of report cards for general populations.
   b. 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.
   c. 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 **30 business days of delivery**. Payment for speech and language therapy documented in ezEdMed will be made within 30 business days. 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.

d. 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 unless extended by KSBA during Non-Traditional Instruction (NTI).
e. 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).
f. 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.

IV. **Both Parties agree to:**

a. Uphold this contract during the **2020-2021** school year.
b. Have the right to terminate the contract when provided thirty-day notice.
c. Comply with state and federal regulations as may apply to this contract.

Signatures:

First Party

Tony Watts, Superintendent **Date**
Newport Independent School District

Lisa Swanson 6/29/2020
Lisa Swanson, Director of Special Education **Date**
Newport Independent School District

Second Party

Nancy Miller PH.D. 6/12/2020
Nancy Miller, M.S. CCC/SLP **Date**
Speech Language Pathologist
License # KY 246965

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: Nancy Miller PH.D *Date:* 6/10/2020

Public Protection Cabinet

Department of Professional Licensing

This Document is an official verification of license by the Commonwealth of Kentucky

5/31/2020 1:54:25 PM

Board Name : Kentucky Board of Speech-Language Pathology and Audiology						
License Type : Speech-Language Pathologist						
Name	Legacy Number	License Number	Disciplinary Actions	Status	Issue Date	Expiration Date
Nancy K Miller		246965	No	Active	2/12/2019 12:00:00 AM	3/2/2021 12:00:00 AM

on the recommendation of the Faculty of the

Division of Graduate Studies and Research

of the University, does hereby confer upon

Nancy K. Miller

the degree of

Doctor of Philosophy

with all the rights and privileges appertaining thereto. Given at Cincinnati, Ohio this fourteenth day of December, nineteen hundred and eighty-six.

Charles M. Barrett M.D.
Chairman of the Board of Trustees

Secretary of the Board of Trustees

UNIVERSITY OF CINCINNATI
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Joseph A. Steger
President of the University

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Liberty International Underwriters

Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the Company)
55 Water Street, 18th Floor
New York, NY 10041

DECLARATIONS

Policy Number: AHY-590252009 Renewal Of: AHY-590252008

SECTION I

Item		
1.	Named Insured:	Montgomery Speech Clinic, Inc.
2.	Mailing Address:	10768 Montgomery Road Cincinnati, OH 45242
3.	Policy Period:	From: 03/01/2020 To: 03/01/2021 12:01 A. M. Standard Time At Location of Designated Premises
4.	Business or Profession: Speech Language Pathologist	Affiliation: 3153- American Speech-Language-Hearing Assoc.
5.	The Named Insured is a(n):	☐ Partnership ☐ Corporation ☐ Individual ☐ LLC ☒ Sole Proprietor (with employees) ☐ Professional Association ☐ Other

This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsements(s): HCPL-2037 (01/14), HCPL-2038 (11/09), HCPL-8101A (04/14) HCPL-8020 (Ed. 12/10), HCPL-2037-9000-OH (11/09) OFAC (08/09),

HCPL-8320 (01/15), HCPL-8321 (01/15), HCPL-8324 (01/15), HCPL-8328 (02/15)

SECTION II

Item	COVERAGE		Premium
A.	Professional Liability	[X]	$110.00
B.	General Liability	[ ]	
	Terrorism Risk Insurance Act	[ ]	
C.	Endorsements	[ ]	

TOTAL: $300.00
Minimum Premium

LIMITS OF LIABILITY

$1,000,000 Each Incident and Each Occurrence $3,000,000 Aggregate

SECTION III

SUPPLEMENTARY PAYMENTS

A.	First Party Assault
B.	Licensing Board Reimbursement
C.	Wage Loss and Expense
D.	Deposition Expense
E.	First Aid Reimbursement

Representative Agent: Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines, IA 50306-3576

Client # 045578

MEMORANDUM OF INSURANCE

Date Issued 03/06/2020

Producer

Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines, IA 50306-3576
1-800-375-2764

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Insured

Montgomery Speech Clinic, Inc.
10768 Montgomery Road
Cincinnati, OH 45242

Company Affording Coverage
Liberty Insurance Underwriters Inc.

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.
The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH Fm Speech Language Pathologist	AHY-590252009	03/01/2020	03/01/2021	Per Incident/ Occurrence Annual Aggregate	$1,000,000 $3,000,000

PROOF OF INSURANCE

Memorandum Holder:

PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
Mark Brostowitz

Mark A. Brostowitz