

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

*KCSD ISSUE PAPER*

**DATE:**

August 14, 2019

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve The contract from John Mueller, LCSW Provider, for in school mental health services at Turkey Foot Middle School. Services will be provided through the Youth Service Center as part of the Youth Service Centers grant under Family Crisis and Mental Health Counseling component.

**APPLICABLE BOARD POLICY:**

01.11 General Powers and Duties of the Board

**HISTORY/BACKGROUND:**

Each school year John Mueller has been providing mental health services to students during the school day as part of the Youth Service Center Family Crisis and Mental Health Counseling component. Mr. Mueller is able to see up to 9 different students throughout the school year who in most cases do not have access to outside counseling and/or insurance or cannot afford the insurance co-pay

**FISCAL/BUDGETARY IMPACT:**

All services are paid from the TFMS Youth Service Center grant funds \$5,000

**RECOMMENDATION:**

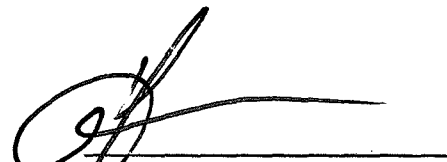
Approval of The contract from John Mueller, LCSW Provider, for in school mental health services at Turkey Foot Middle School. Services will be provided through the Youth Service Center as part of the Youth Service Centers grant under Family Crisis and Mental Health Counseling component.

**CONTACT PERSON:**

Stephanie Watson, YSC

  
Principal

\_\_\_\_\_  
District Administrator

  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"



## FRYSC Request Form

**Region #:** 4  
**School District:** Kenton County School District  
**Center Name:** Turkey Foot Middle School Youth Service Center  
**Coordinator Email:** stephanie.watson@kenton.kyschools.us  
**Center Phone:** 859-957-0042

### Type of Request

☐

Center

Operations

Revision

#

☒

Other:

*Please note: Action Component Amendments,  
Budget Amendments and Purchase/Subcontract  
requests are now completed in FRYSC Counts.*

### Explanation/Justification

It is requested the \$5000 be used to contract with John Mueller for on site mental health counseling for students at Turkey Foot Middle School. This falls under the Families in Crisis and Mental Health Counseling Component. The amount of \$5000 is budgeted for this purpose in Munis Code 0349, Professional Services.

### Required Signatures

Center Coordinator:

*Stephanie Watson*

Date:

Advisory Council Chair:

*Joni K. Coleman*

Date:

Superintendent/Designee:

Date:

FRYSC Regional Program Managers will approve or deny all requests within FRYSC Counts. No authorization is given to move forward with this request until RPM approval is made. Approvals and denials are generally made within ten (10) working days.

P.O. Box 15676  
Covington, Kentucky 41015  
(859) 496-0719  
e-mail: john@jmueller.us

### **Service Provision Agreement**

John J. Mueller, LCSW (Provider) and Kenton County Independent School District at Turkey Foot Middle School (KCISD/TFMS), 3230 Turkeyfoot Road, Edgewood, Kentucky 41017 enter into the following agreement:

1. Provider will provide ninety-one (91.0) hours of mental health services.
2. Provider will provide mental health services for up to nine (9) students at a time.
3. Provider will provide copies of education completion and current license to KCISD/ TFMS.
4. Provider will maintain appropriate professional and liability insurance. To the extent not covered and paid by Provider's liability insurance, Provider agrees that he shall be responsible for any claims, losses, liability, demands and damages, and agrees to hold harmless and/or indemnify from any loss, damage, claim, or expense incurred by KCISD/ TFMS based solely on the negligence, errors, or omissions by Provider related to the performance of services conducted by Provider pursuant to this agreement.
5. Provider will insure compliance with all existing federal, state and local laws and regulations governing the scope of practice of mental health practitioners.
6. Provider will comply with all H.I.P.A.A. standards.
7. Provider will comply with all F.E.R.P.A. standards.
8. KCISD/TFMS will identify the students in need of mental health services.
9. KCISD/TFMS will provide necessary parental consents in order for mental health services to be provided.
10. KCISD/TFMS will provide a space at Scott High School and the necessary supplies and equipment to provide mental health services.
11. KCISD/TFMS will provide statistical data including but not limited to attendance, grades, discipline and suspension reports.
12. KCISD/TFMS will maintain general liability insurance coverage. To the extent not covered and paid by KCISD/TFMS's liability insurance, KCISD/TFMS agrees that it shall be responsible for any claims, losses, liability, demands and damages, and agrees to hold harmless and/or indemnify from any loss, damage, claim, or expense incurred by KCISD/TFMS not based solely on the negligence, errors, or omissions by Provider related to the performance of services conducted by Provider pursuant to this agreement.
13. KCISD/TFMS will comply with all H.I.P.A.A. standards.
14. KCISD/TFMS will comply with all F.E.R.P.A. standards.
15. The term of this agreement is from September 01, 2019 through May 31, 2020, and may be terminated at any time by either party with a thirty (30) day written notice.

16. For the services listed in point 1. above, KCISD/TFMS will pay Provider \$5000.00, payable in quarterly installments of \$1250. Provider will issue an invoice for these payments to KCISD/TFMS on a quarterly basis.
17. Any legal action brought pursuant to this agreement will be filed in the Courts located in Kenton County Kentucky and Kentucky law will apply.
18. Both parties agree to comply with all applicable federal, state and local laws, rules and regulations.
19. This writing constitutes the entire agreement between John J. Mueller, LCSW (Provider) and Kenton County Independent School District at Turkey Foot Middle School (KCISD/TFMS) with respect to all matters herein. It may be amended in writing and such amendments shall be signed by both John J. Mueller, LCSW (Provider) and Kenton County Independent School District at Turkey Foot Middle School (KCISD/TFMS).

For Provider:

\_\_\_\_\_  
John J. Mueller, LCSW

Date \_\_\_\_\_

For Kenton County Independent School District at Turkey Foot Middle School:

\_\_\_\_\_  
Stephanie Watson, Youth Service Center Coordinator

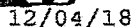
Date \_\_\_\_\_

P.O. Box 15676  
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A stock insurance company, incorporated under the laws of New Hampshire  
1690 New Britain Avenue, Suite 101, Farmington, CT 06032 (1-800-421-6694)

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## CLAIMS-MADE SOCIAL WORKERS' PROFESSIONAL AND BUSINESS LIABILITY POLICY

**THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY**

RENEWAL.

**NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).**

## DECLARATIONS

POLICY NO: 5601-6068

ITEM 1. (a) NAME AND ADDRESS OF INSURED:

JOHN JOSEPH MUELLER  
4406 CHURCH STREET  
LATONIA, KY 41015

ACCOUNT NO: KY-MUEJ440-0 04412037

ITEM 1. (b) ADDITIONAL NAMED INSURED:

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSURED:

ITEM 3. POLICY PERIOD: FROM: 12/20/18 TO: 12/20/19  
12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:

(a) \$ 2,000,000 PER-CLAIM-INSURING AGREEMENT A. (c) \$ 4,000,000 AGGREGATE  
(b) \$ 2,000,000 PER-CLAIM-INSURING AGREEMENT B.(1) and B.(2) (d) \$ 35,000 PER PROCEEDING

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
PROFESSIONALS	1	225.00	225.00
DEFENSE LIMIT			.00
KENTUCKY SURCHARGE	1		4.05
RETROACTIVE DATE: 12/20/04           TOTAL PREMIUM:			229.05

ITEM 6. RETROACTIVE DATE: 12/20/04

TOTAL PREMIUM:	229.05
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ITEM 7. EXTENDED REPORTING PERIOD  
ADDITIONAL PREMIUM (if exercised):\$ 229.05

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY  
APA-SW 00002 00 (06/14) APA 00127 16 (06/14)

APA-SW 0000100 (06/14) THIS IS NOT A BILL. PREMIUM HAS BEEN PAID

**AUTHORIZED COMPANY REPRESENTATIVE**  
American Professional Agency \* 95 Broadway, Amityville, NY 11701