

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY

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WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

September 7, 2018

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract from John Mueller, LCSW Provider for in school mental health services at Summit View Academy through the Family Resource/Youth Service Center as part of the Family Resource/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:

Several years ago John Mueller provided mental health services to students during the school day as part of the Family Resource/Youth Service Center Family Crisis and Mental Health Counseling component. Mr. Mueller is able to see 10-15 different students throughout the school year who in most cases do not have access to outside counseling and/or insurance.

FISCAL/BUDGETARY IMPACT:

All services are paid from the Family Resource/Youth Service Center grant funds.

RECOMMENDATION:

Approval for the Family Resource/Youth Service Center to contract with John Mueller for mental health services.

CONTACT PERSON:

Amber O'Brien

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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.

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 Summit View Academy (KCISD/SVA), 5002 Madison Pike, Independence, Kentucky 41051 enter into the following agreement:

- 1. Provider will provide eighty (80) hours of mental health services.
- 2. Provider will provide copies of education completion and current license to KCISD/ SVA.
- 3. 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/ SVA based solely on the negligence, errors, or omissions by Provider related to the performance of services conducted by Provider pursuant to this agreement.
- 4. Provider will insure compliance with all existing federal, state and local laws and regulations governing the scope of practice of mental health practitioners.
- 5. Provider will comply with all H.I.P.A.A. standards.
- 6. Provider will comply with all F.E.R.P.A. standards.
- 7. KCISD/ SVA will identify the students in need of mental health services.
- 8. KCISD/ SVA will provide necessary parental consents in order for mental health services to be provided.
- 9. KCISD/ SVA will provide a space at Summit View Academy and the necessary supplies and equipment to provide mental health services.
- 10. KCISD/ SVA will provide statistical data including but not limited to attendance, grades, discipline and suspension reports.
- 11. KCISD/ SVA will maintain general liability insurance coverage. To the extent not covered and paid by KCISD/ SVA's liability insurance, KCISD/ SVA 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/ SVA not based solely on the negligence, errors, or omissions by Provider related to the performance of services conducted by Provider pursuant to this agreement.
- 12. KCISD/ SVMS will comply with all H.I.P.A.A. standards.
- 13. KCISD/ SVMS will comply with all F.E.R.P.A. standards.
- 14. The term of this agreement is from September 01, 2018 through May 31, 2019, and may be terminated at any time by either party with a thirty (30) day written notice.

- 15. For the services listed in point 1. above, KCISD/SVA will pay Provider \$4000.00, payable in four installments of \$1000. Provider will issue an invoice for these payments to KCISD/SVA on a quarterly basis.
- 16. Any legal action brought pursuant to this agreement will be filed in the Courts located in Kenton County Kentucky and Kentucky law will apply.
- 17. Both parties agree to comply with all applicable federal, state and local laws, rules and regulations.
- 18. This writing constitutes the entire agreement between John J. Mueller, LCSW (Provider) and Kenton County Independent School District at Summit View Academy (KCISD/ SVA) 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 Summit View Academy (KCISD/ SVA).

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John J. Mueller, LCSW	
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For Kenton County Independent School District at Su	mmit View Academy:
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Uniber O'Brien	Date 9718
Amber O'Brien, Youth Service Center Coordinator	

For Provider