

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

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 Simon Kenton High School 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 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:

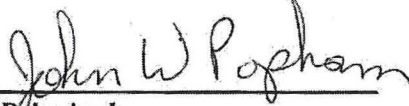
All services are paid from the SKHS Youth Service Center grant funds

RECOMMENDATION:


Approval of The Youth Service Center to contract with John Mueller for mental health services.

CONTACT PERSON:

Melissa Cross


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."

**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 Simon Kenton High School (KCISD/SKHS), 11132 Madison Pike, Independence, Kentucky 41051 enter into the following agreement:

1. Provider will seventy-three (73.0) hours of mental health services.
2. Provider will provide mental health services for up to eight (8) students at a time.
3. Provider will provide copies of education completion and current license to KCISD/SKHS.
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/SKHS 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/SKHS will identify the students in need of mental health services.
9. KCISD/SKHS will provide necessary parental consents in order for mental health services to be provided.
10. KCISD/SKHS will provide a space at Simon Kenton High School and the necessary supplies and equipment to provide mental health services.
11. KCISD/SKHS will provide statistical data including but not limited to attendance, grades, discipline and suspension reports.
12. KCISD/SKHS will maintain general liability insurance coverage. To the extent not covered and paid by KCISD/SKHS's liability insurance, KCISD/SKHS 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/SKHS 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/SKHS will comply with all H.I.P.A.A. standards.
14. KCISD/SKHS 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/SKHS will pay Provider \$4000.00 payable in quarterly installments of \$1000. Provider will issue an invoice for these payments to KCISD/SKHS 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 Simon Kenton High School (KCISD/SKHS) 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 Simon Kenton High School (KCISD/SKHS).

For Provider:

John J. Mueller, LCSW

Date _____

For Kenton County Independent School District at Simon High School:

Melissa Cross, Youth Service Center Coordinator

Date _____

Account Number: KY MUEJ 4400

Date: 12/02/18 Initials: QTMHHTTP

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:

JOHN JOSEPH MUELLER
4406 CHURCH STREET
LATONIA KY 41015

Additional Named Insureds:

Type of Work Covered: SOCIAL WORKERS / PROFESSIONAL SOCIAL WORKER

Location of Operations:

(If different than address listed above)

Claim History: None

Retroactive date is 12/20/2004

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5601-6068	12/20/18	12/20/19	2,000,000 4,000,000

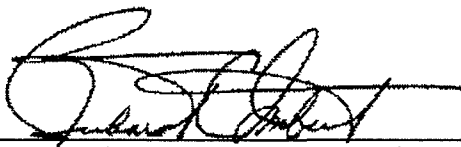
NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$35,000.

This Certificate Issued to:

Name: JOHN JOSEPH MUELLER
4406 CHURCH STREET

Address: LATONIA KY 41015


Authorized Representative



KENTUCKY BOARD OF EXAMINERS OF SOCIAL WORK

Matt Bevin
Governor

44 Fountain Place
Frankfort, Kentucky 40601
Phone (502) 564-2350
Fax (502) 696-8030
<http://bsw.ky.gov>

Florence Huffman
Executive Director

License Information

This is to certify that the records in this office indicate that the following individual is/has been licensed under the **Kentucky Board of Examiners of Social Work** located in the Commonwealth of Kentucky.

Name:	Mueller, John Joseph
License #:	1955
Licensure Level:	LCSW
Original Issue Date:	October 15, 2004
Expiration Date:	October 15, 2019
Status:	Active
Disciplinary Action:	Public records of this office reveal no disciplinary action taken against this licensee at this time.

This licensee has met ALL requirements for licensure in the Commonwealth of Kentucky pursuant to KRS 335.080 to 335.100.

For additional information including questions regarding Disciplinary Action, contact the Kentucky Board of Examiners of Social Work at <http://bsw.ky.gov/>.

Digitally certified on: June 11, 2018



KENTUCKY BOARD OF EXAMINERS OF SOCIAL WORK

Matt Bevin
Governor

44 Fountain Place
Frankfort, Kentucky 40601
Phone (502) 564-2350
Fax (502) 696-8030
<http://bsw.ky.gov>

Florence Huffman
Executive Director

Digitally Certified Verification

Re: Mueller, John Joseph

I, Florence Huffman, Executive Director of the Kentucky Board of Examiners of Social Work and custodian of the records therein, hereby certify that the attached is the digitally certified verification, as requested, and as it appears in the files of the Kentucky Board of Examiners of Social Work on the date/time certified on this letter in the signature section.

This digital certification follows the requirements of Kentucky Uniform Transactions Act KRS 369.101 to 369.120 to establish a valid digital electronic signature.

A handwritten signature in cursive script that reads "Florence S. Huffman".

Florence Huffman, Executive Director

June 11, 2018