

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

# Issue Paper

**DATE:**

7/5/22

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve Kenton County School District (KCS D) Memorandum of Understanding (MOU) with Cultivate Behavioral Health and Education (Cultivate) to provide mental health services for KCS D students at Caywood Elementary, Turkeyfoot Middle School, and Dixie Heights High School during the 2022-2023 school year.**

**APPLICABLE BOARD POLICY:**

**01.1 Legal Status of the Board**

**HISTORY/BACKGROUND:**

**In 21-22, NorthKey was awarded the mental health, substance abuse and/or crisis assessment bid through an RFP for 3 years. NorthKey has agreed to allow Cultivate to provide services to KCS D students during the 2022-2023 school year to the three aforementioned schools as NorthKey is unable to provide the needed staff to provide the services for these schools at this time. Cultivate has agreed to the conditions outlined in a MOU to provide mental health services for students in the Kenton County School District.**

**FISCAL/BUDGETARY IMPACT:**

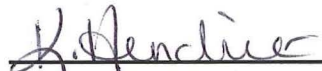
**N/A.**

**RECOMMENDATION:**


**Approval to Kenton County School District (KCS D) Memorandum of Understanding (MOU) with Cultivate Behavioral Health and Education (Cultivate) to provide mental health services for KCS D students at Caywood Elementary, Turkey Foot Middle School, and Dixie Heights High School during the 2022-2023 school year. .**

**CONTACT PERSON:**

**Karen Hendrix, Director of Districtwide Programs**

  
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**Principal/Administrator**

  
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**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.*



The Kenton County School District
Memorandum of Understanding: Mental Health Service Providers
2022-2023

The Collaborative Service Agreement between the staff of Kenton County School District and Cultivate Behavioral Health and Education (Cultivate) will have the following components:

- 1. The goal is to facilitate the provision of mental health counseling for individuals or groups and/or mental health case management services to students who are referred by the Kenton County School District or its agents and qualify under Medicaid, private insurance and/or fee for service with Cultivate.
2. Cultivate's therapists will provide intake and ongoing mental health counseling and/or mental health case management services for students in the school setting and consult and collaborate with school staff to provide supports for students.
3. Cultivate's therapists will be credentialed with their licensure boards and provide copies of licenses as requested.
4. Cultivate will ensure compliance with all existing federal, state, and local laws and regulations governing the scope of practice of mental health professionals.
5. Cultivate will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance, Cultivate agrees that he/she will 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 the KCS D based solely on negligence, errors, or omissions by Cultivate related to the performance of services conducted by Cultivate pursuant to this agreement.
6. Cultivate will provide a list of therapists and/or other personnel and their role, who will be working in the Kenton County School District, by the first day of school and updated if changes are made during the term of the agreement.
7. Cultivate will comply with state regulations which may include background checks, fingerprinting, child abuse and neglect check, etc as required by the Kenton County School District for outside providers working with students in the Kenton County School District. (REG 160.151)
8. Cultivate will only provide services at schools assigned by the Kenton County School District.
9. During the term of this agreement, the Kenton County School District agrees to:
- provide a safe environment, space, and reasonable accommodations to allow the provision of services during the school day and in the school buildings.
- Identify students for mental health counseling services.
- Assign agencies to schools.
- Comply with FERPA standards.
- Provide a district liaison for questions and concerns from providers
10. The Kenton County School District is not responsible for payment for services provided by Cultivate.
11. The terms of this agreement are valid for one calendar year. It is contingent on approval from the Kenton County Board of Education.
12. The Kenton County Board of Education reserves the right to terminate the agreement at any time, without cause.

This agency is assigned to the following schools:

Karen Hendrix, Director of District Wide Programs
Kenton County School District

Date

Cultivate Behavioral Health & Education

Date

Date approved by KCS D Board of Education: