



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

Issue Paper

DATE:

8/8/24

AGENDA ITEM (ACTION ITEM):

Consider/Approve The Memorandum of Agreement (MOA) with North Key to provide mental health services for KCS D students during the 2024-2025 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The KCS D would like to continue the successful partnership for mental health services with North Key for the 2024-2025 school year. North Key has requested additional agreements in addition to the KCS D MOA with North Key that was approved on May 6, 2024 board of education meeting. North Key requires the additional agreements be in place for all schools and districts they partner with.

FISCAL/BUDGETARY IMPACT:

N/A

RECOMMENDATION:

Approval of the Memorandum of Agreement (MOA) with North Key to provide mental health services for KCS D students during the 2024-2025 school year.

CONTACT PERSON:

Karen Hendrix, Director of District Wide Programs

Principal/Administrator

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.

Memorandum of Agreement

This document identifies a Memorandum of Agreement ("Agreement") between Kenton County School District ("KCS D") and NorthKey Community Care ("NorthKey") for the delivery of clinical mental health services to KCS D students by NorthKey staff in KCS D schools

1. NorthKey agrees to provide duly qualified mental health professionals to deliver clinical mental health and substance use services ("mental health services") when deemed clinically appropriate to students of KCS D. NorthKey will provide the appropriate staff to deliver these services to KCS D during the 2024-2025 academic school year.
2. The term of this Agreement shall be the 2024-2025 KCS D academic year, generally from September 10, 2024 through June 1, 2025. Either Party may terminate this agreement at any time, with or without cause by providing the other Party with at least 30 days' notice. With proper authorization for services, NorthKey staff will provide mental health services to students with Medicaid and/or appropriate commercial insurance payers.
3. With proper authorization for services, NorthKey staff will provide mental health services to students with Medicaid and/or appropriate commercial insurance payers.
 - a. NorthKey's practice with commercial insurance payers is to follow the guidelines, protocols, and procedures of the student's insurance plan, and NorthKey staff must be an approved provider with the insurance company to deliver approved services. The particulars of the insurance plan will serve as the guide for how services are authorized and delivered to a student with a commercial insurance payer.
 - b. If a student's insurance plan (Medicaid or commercial insurance) does not cover mental health services to be provided by the NorthKey staff assigned to the school, KCS D may authorize NorthKey to provide the mental health services at the discounted rate of \$124 per hour (NorthKey's regular hourly rate for these mental health services is \$204 per hour).
 - c. Students without a payer source will be directed to a NorthKey staff member who will work with the parent/guardian to help obtain Medicaid or other insurance payer source for the student to receive mental health services during times when KCS D buildings are unavailable, NorthKey may provide mental health services onsite at a NorthKey location, another site that is mutually agreeable to the student/family and NorthKey staff, or by utilizing telehealth services.
4. KCS D agrees to ensure effective communication and collaboration with the assigned NorthKey staff and coordinator, and provide appropriate space when onsite at KCS D sites to conduct confidential individual and family mental health services.
5. During times when KCS D buildings are unavailable, NorthKey may provide mental health services onsite at a NorthKey location, another site that is mutually agreeable to the student/family and NorthKey staff, or by utilizing telehealth services.
6. Services will be initiated based on referrals from KCS D school counselors, family resource center, school staff, parent, student, or NorthKey staff. Cases must be opened through NorthKey's intake process before any services or billing can occur. KCS D may request NorthKey staff to be present at after-school events such as Open House or Back to School Nights to present information regarding NorthKey's mental health services to

parents/guardians and students. If such requests are made by KCSD, then these activities will be billed at the discounted rate of \$124 per hour and included in the monthly invoice to KCSD

5. KCSD agrees to cover the cost of additional services that may be requested if services are preapproved by KCSD
6. Should this Agreement be terminated prior to May 24, 2024, payment for any outstanding services rendered by NorthKey will be billed.
7. A NorthKey representative will notify the school as soon as possible if the NorthKey staff member assigned to the school is not able to be onsite at the scheduled school for any reason on the regularly scheduled school days. 2
8. Should this Agreement be terminated prior to the end of the term, any prior services preapproved and authorized by KCSD shall be paid by KCSD if services have been rendered by NorthKey.
9. Invoices for any services rendered by NorthKey on behalf of KCSD will be directed to: Any questions between the two parties regarding this Agreement shall be communicated via phone, email, or in writing to the following contacts:

Kenton County School District Accounts Payable
1055 Eaton Drive
Fort Wright, KY 41017

10. In performing the duties and obligations imposed on each party by this Agreement, it is understood and agreed that NorthKey is always acting as an independent contractor with respect to KCSD. KCSD shall not have any control or direction over the manner, methods, or means by which NorthKey performs its work and functions, including the clinical judgment, recommendation of treatment, and/or level of care for clients.

11. KCSD agrees it will not solicit for employment nor hire any NorthKey employee for one year after said employee ceases to be employed by NorthKey.

12. Any questions between the two parties regarding this Agreement shall be communicated via phone, email, or in writing to the following contacts:

Angela Fox, MA, LPCA
Team Lead of BH Youth Treatment
NorthKey Community Care
502 Farrell Drive
Covington, KY 41011
Angela.fox@northkey.org

Karen Hendrix
Director of Districtwide
Programs
Kenton County School District
1055 Eaton Drive
Fort Wright, KY 41017

Karen.hendrix@kenton.kvschools.org

- 13. Northkey will provide appropriate staffing, when available, to the KCSD Schools that are mutually agreed upon between NorthKey and KCSD.
- 14. Northkey will comply with the KCSD agreement for School year 2024-2025

This document reflects the complete agreement between the parties and remains in effect through the entire term from September 10, 2024 until June 1, 2025.

Karen Hendrix
Director of District Wide Programs
Kenton County School District
1055 Eaton Drive Ft. Wright, KY 41017

Signature:

Date:

Owen Nichols, PsyD, MBA, CPM, ABPP, ABMP
Northkey Community Care
PO Box 2680
Covington, KY 41012-2680

Signature:  Date: 8/22/2024