



# **Issue Paper**

**DATE**: 4/15/25

### **AGENDA ITEM (ACTION ITEM):**

Consider/Approve Kenton County School District (KCSD) Memorandum of Understanding (MOU) with the following six agencies: Creative Therapeutic Connections, Family Care Counseling Solutions, Meaningful, Emotional, Behavioral Services (MEBS), Cultivate, NorthKey, and the Children's Home of Northern Kentucky (CHNK) to provide school-based therapy and associated mental health services for KCSD students in all of our schools during the 2025-2026 school year.

### **APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

### **HISTORY/BACKGROUND:**

KCSD would like to continue partnering with the following outside agency providers: Creative Therapeutic Connections, Family Care Counseling Solutions, MEBS, Cultivate, NorthKey, and the Children's Home of Northern Kentucky in order to provide mental health for all students who have an identified need in the Kenton County School District. The aforementioned outside agency groups will work with school staff to provide school-based therapy to identified students who receive parental permission. The total number of students served by these outside agency providers is 515 students.

### FISCAL/BUDGETARY IMPACT:

N/A

#### **RECOMMENDATION:**

Consider/Approve Kenton County School District (KCSD) Memorandum of Understanding (MOU) with the following six agencies: Creative Therapeutic Connections, Family Care Counseling Solutions, Meaningful, Emotional, Behavioral Services (MEBS), Cultivate, NorthKey, and the Children's Home of Northern Kentucky (CHNK) to provide school-based therapy and associated mental health services for KCSD students in all of our schools during the 2025-2026 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.



Agreement: Creative Therapeutic Connections 2025-2026

The Collaborative Service Agreement between the staff of Kenton County School District and *Creative Therapeutic Connections* will have the following components:

- 1. The goal is to facilitate the provision of **school-based therapy** to students who are referred by the Kenton County School District or its agents and qualify for services.
- 2. **Creative Therapeutic Connections** will provide services for students in the school setting or other public location and consult and collaborate with school staff to provide supports for students.
- Creative Therapeutic Connections will ensure compliance with all existing federal, state, and local laws and regulations
  governing the scope of practice of their services and abide by Family Educational Rights and Privacy Act (FERPA).
- 4. Creative Therapeutic Connections will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance, Creative Therapeutic Connections 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 KCSD based solely on negligence, errors, or omissions by related to the performance of services conducted by Creative Therapeutic Connections pursuant to this agreement.
- 5. **Creative Therapeutic Connections** will provide a list of 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.
- Creative Therapeutic Connections 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)
- 7. Creative Therapeutic Connections will collaborate with the district liaison when appropriate.
- B. 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.
  - Refer students for services using the Creative Therapeutic Connections referral process.
  - Comply with FERPA standards.
  - Provide a district liaison for questions and concerns.
- 10. The Kenton County School District is not responsible for payment for services provided by **Creative Therapeutic Connections** 
  - 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.

Karen Hendrix, Director of Districtwide Programs Kenton County School District	Date
Creative Therapeutic Connections	Date
)	Date approved by KCSD Roard of Education



Agreement: Family Care Counseling Solutions 2025-2026

The Collaborative Service Agreement between the staff of Kenton County School District and *Family Care Counseling Solutions* will have the following components:

- The goal is to facilitate the provision of school based therapy and associated services to students who are referred by the Kenton County School District or its agents and qualify for services.
- Family Care Counseling Solutions will provide services for students in the school setting or other public location and consult and collaborate with school staff to provide support for students.
- Family Care Counseling Solutions will ensure compliance with all existing federal, state, and local laws and regulations
  governing the scope of practice of their services and abide by Family Educational Rights and Privacy Act (FERPA).
- 4. Family Care Counseling Solutions will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance, Family Care Counseling Solutions 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 KCSD based solely on negligence, errors, or omissions by related to the performance of services conducted by Family Care Counseling Solutions pursuant to this agreement.
- 5. **Family Care Counseling Solutions** will provide a list of 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.
- 6. Family Care Counseling Solutions 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)
- 7. Family Care Counseling Solutions will collaborate with the district liaison when appropriate.
- 8. 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.
  - Refer students for services using the Family Care Counseling Solutions referral process.
  - Comply with FERPA standards.
  - Provide a district liaison for questions and concerns.
- 10. The Kenton County School District is not responsible for payment for services provided by **Family Care Counseling Solutions** 
  - 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.

Karen Hendrix,, Director of Districtwide Programs Kenton County School District	Date
amily Care Counseling Solutions	Date



Memorandum of Understanding: MEBS 2025-2026

The Collaborative Service Agreement between the staff of Kenton County School District and **MEBs** will have the following components:

- 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 services.
- 2. MEBs 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 support for students.
- 3. MEBs therapists will be credentialed with their licensure boards and provide copies of licenses as requested.
- 4. MEBs will ensure compliance with all existing federal, state, and local laws and regulations governing the scope of practice of mental health professionals.
- 5. MEBs will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance MEBs 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 KCSD based solely on negligence, errors, or omissions by MEBs related to the performance of services conducted by MEBs pursuant to this agreement.
- 6. MEBs 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. MEBs 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. MEBs 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 **MEBs** as it's being funded by the grant through NKCES and/or by the family/student.
- 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.

Date	
	Date



Agreement: Cultivate Behavioral Health 2025-2026

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

- 1. The goal is to facilitate the provision of **school-based therapy and associated services** to students who are referred by the Kenton County School District or its agents and qualify for services.
- 2. **Cultivate Behavioral Health** will provide services for students in the school setting or other public location and consult and collaborate with school staff to provide supports for students.
- Cultivate Behavioral Health will ensure compliance with all existing federal, state, and local laws and regulations
  governing the scope of practice of their services and abide by Family Educational Rights and Privacy Act (FERPA).
- 4. **Cultivate Behavioral Health** will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance, **Cultivate Behavioral Health** 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 KCSD based solely on negligence, errors, or omissions by related to the performance of services conducted by **Cultivate Behavioral Health** pursuant to this agreement.
- 5. **Cultivate Behavioral Health** will provide a list of 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.
- Cultivate Behavioral Health 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)
- 7. Cultivate Behavioral Health will collaborate with the district liaison when appropriate.
- 8. 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.
  - Refer students for services using the Cultivate Behavioral Health referral process.
  - Comply with FERPA standards.
  - Provide a district liaison for questions and concerns.
- 10. The Kenton County School District is not responsible for payment for services provided by Cultivate Behavioral Health
- 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.

Karen Hendrix, Director of Districtwide Programs Kenton County School District	Date	
Cultivate Behavioral Health	Date	
	Date approved by KCSD Board of Education:	

#### **Memorandum of Agreement**

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

- 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 KCSD. NorthKey will provide the appropriate staff to deliver these services to KCSD during the 2025-2026 academic school year.
- 2. The term of this Agreement shall be the 2025-2026 KCSD academic year, generally from August 1, 2025 through June 1, 2026. Either Party may terminate this agreement at any time, with or without cause by providing the other Party with at least 30 days' notice.
- 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, KCSD 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.
- 4. KCSD agrees to ensure effective communication and collaboration with the assigned NorthKey staff and coordinator, and provide appropriate space when onsite at KCSD sites to conduct confidential individual and family mental health services.
- 5. During times when KCSD 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 KCSD 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.
- 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.

- 8. As stated above, if a student's insurance plan does not cover mental health services to be provided by the NorthKey staff assigned to the student's school, KCSD may authorize the services to be initiated or continued by NorthKey. To compensate NorthKey in such a situation, KCSD will make funding available to cover costs for such students, including copayments, consultations, deductibles, and other costs normally charged that the student's parent/guardian cannot afford to pay. The rate of \$124 per hour (discounted from the regular rate of \$204 per hour) will apply in such situations. These charges will be included in an invoice billed monthly to KCSD, upon the approval of a Financial Application.
- 9. KCSD may request NorthKey staff to provide educational and/or informational services to parents/guardians, students, and/or teachers at in-school or after-school events. Any such educational and/or informational services provided by NorthKey will be billed at the discounted rate of \$124 per hour and included in the monthly invoice to KCSD. NorthKey agrees to waive this fee to attend Readifest events and other Back to School events.
- 10. KCSD agrees to cover the cost of additional services that may be requested if services are preapproved and authorized by KCSD. See attached for services and associated costs.
- 11. 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.
- 12. Invoices for any services rendered by NorthKey on behalf of KCSD will be directed to:

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

- 13. 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.
- 14. 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.
- 15. Any questions between the two parties regarding this Agreement shall be communicated via phone, email, or in writing to the following contacts:

Angela Fox, LPCA
Team Leader of Behavioral Health Youth Treatment
NorthKey Community Care
502 Farrell Drive
Covington, KY 41011
Angela.Fox@northkey.org

Janeal Mieczkowski Mental Health Consultant Kenton County School District 1055 Eaton Drive Fort Wright, KY 41017

- 16. Northkey will provide appropriate staffing, when available, to the KCSD Schools that are mutually agreed upon between NorthKey and KCSD.
- 17. This document reflects the complete agreement between the parties. Any modifications to this Agreement shall be in writing and signed by both parties.

This document reflects the complete agreement between the parties and remains in effect through the entire term from August 1, 2025 until June 1, 2026.

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

Fort Wright, KF 41017		
Signature:	Date:	
Danielle Amrine, MSW, MBA		
President/CEO NorthKey Community Care		
PO Box 2680		
Covington, KY 41012-2680		
Signature:	Date:	



Agreement: CHNK Behavioral Health 2025-2026

The Collaborative Service Agreement between the staff of Kenton County School District and **CHNK Behavioral Health** will have the following components:

- 1. The goal is to facilitate the provision of **school-based therapy and associated services** to students who are referred by the Kenton County School District or its agents and qualify for services.
- CHNK Behavioral Health will provide services for students in the school setting or other public location and consult and collaborate with school staff to provide support for students.
- 3. **CHNK Behavioral Health** will ensure compliance with all existing federal, state, and local laws and regulations governing the scope of practice of their services and abide by Family Educational Rights and Privacy Act (FERPA).
- 4. CHNK Behavioral Health will maintain appropriate professional and liability insurance. To the extent not covered and paid by insurance, CHNK Behavioral Health 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 KCSD based solely on negligence, errors, or omissions by related to the performance of services conducted by CHNK Behavioral Health pursuant to this agreement.
- 5. **CHNK Behavioral Health** will provide a list of 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.
- 6. **CHNK Behavioral Health** 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)
- 7. **CHNK Behavioral Health** will collaborate with the district liaison when appropriate.
- 3. 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.
  - Refer students for services using the CHNK Behavioral Health referral process.
  - Comply with FERPA standards.
  - Provide a district liaison for questions and concerns.
- 10. The Kenton County School District is not responsible for payment for services provided by CHNK Behavioral Health
- 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.

Karen Hendrix, Director of Districtwide Programs Kenton County School District	Date
CHNK Behavioral Health	 Date
	Date approved by KCSD Board of Education: