



Lead Educational Agreement **2022-2023**

Children's Home of Northern Kentucky/CHNK Behavioral Health **and Dayton Independent School District**

This service agreement represents the intent of **Children's Home of Northern Kentucky/CHNK Behavioral Health (CHNK)** and **Dayton Independent School District (Dayton Schools)** to extend its collaboration in providing Day Treatment Therapeutic Services through the 2021-2022 academic year. Its purpose is to establish a commitment between the provider and the referral source to identify roles from each party for the provision of services to youth with behavioral health issues.

The parties acknowledge that **Day Treatment Services** will provide a comprehensive assessment, an individualized intervention plan, individual and family sessions, access to case management services, an aftercare plan, and follow-up evaluations. Day Treatment will be provided in collaboration with Dayton and CHNK, targeting elementary, middle and high school age youth with CHNK providing the mental health providers and Dayton providing an educator.

A variety of evidence-based and promising practice interventions will be utilized and administered during the duration of the school day.

Children's Home of Northern Kentucky/CHNK Behavioral Health will provide a skilled intervention team, comprised of bachelors and masters level staff persons per age group.

Children's Home of Northern Kentucky/CHNK Behavioral Health, a licensed Behavioral Health Services Organization, will be able to bill Medicaid and other insurance providers for approved services. This will allow for services to continue at no charge to the Dayton Schools. If time is requested by Dayton Schools beyond what the insurance providers are willing to authorize, payment will be discussed between CHNK and Dayton Schools and agreed upon prior to the service being rendered.

As part of the aftercare planning, the youth and families will have access to additional community-based services, such as intensive outpatient, targeted case management, psychiatry, group therapy and residential treatment. The aftercare plan will be communicated to Dayton Schools and administered in collaboration with them, but within the bounds of HIPAA.

Dayton Independent School District agrees to facilitate referrals that include insurance information and assist with the collection of data to measure behavioral referrals, and attendance

It is the policy of Children's Home of Northern Kentucky/CHNK Behavioral Health to provide a treatment environment free from discrimination, whether that discrimination is based on race, color, religion, sex, age, national origin, disability, political affiliation, marital status, perceived or actual sexual orientation, gender expression and gender identity, or other non-merit factor.



and tardiness as requested. In collaboration, services will be evaluated to identify opportunities for improvement and to adjust the scope of the work accordingly. The program is open only to students of Dayton Schools.

Dayton Independent School District agrees that if the average daily attendance to any group in the day treatment program falls below 5 during any given calendar month, that CHNK has the right to terminate that group effective within 30 days of providing Dayton Schools notice of the average.

CHNK represents and warrants that it is regularly and customarily engaged in the services it agrees to perform under this Agreement; that it has the expertise to perform these services; that it is qualified to perform the services; that it is or will be properly licensed, permitted, or otherwise authorized under all applicable federal, state and local laws and regulations to perform all the services which it undertakes hereunder; that all services shall be performed in a safe, good and workmanlike manner in accordance with good industry practices and in strict conformity with federal, state and local laws, including FERPA.

CHNK's employees shall be subject to CHNK's sole and exclusive supervision, direction, and control, and shall not be deemed, in fact or in law, to be employees of Dayton Schools.

CHNK shall, at its sole cost and expense, procure and maintain in force at all times during the term hereof sufficient insurance (i) as may be required by law, and (ii) to protect CHNK and Dayton Schools from third-party claims arising out of or connected with the performance of services hereunder.

The prevailing party in any dispute hereunder, in addition to actual damages and any other legal or equitable remedies to which it may be entitled, shall be entitled to recover reasonable attorney fees and costs from the non-prevailing party. The parties agree that the exclusive venue for any dispute brought in a court of competent jurisdiction shall be brought in the state courts in Campbell County, Kentucky. Each party hereby agrees, and waives its right to contest, that such venue is mutually agreeable and is not an inconvenient forum.

Either party can cancel or make written request to amend the agreement with a 30 days' notice.

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Covington Campus
200 Home Road
Covington, KY 41011



Burlington Campus
4836 Idlewild Road
Burlington, KY 41005

The signatures below confirm the partnership in the provision of Outpatient Services as outlined above.

Signature Date

Dayton Independent School District

Signature Date

Children's Home of Northern
Kentucky/CHNK Behavioral Health

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