

MEMORANDUM OF AGREEMENT
Between
PENNYROYAL REGIONAL MH-MR BOARD, INC.
And
TODD COUNTY BOARD OF EDUCATION

This agreement will continue until either party provides written notice to the other at least 30 days in advance of a change to or discontinuance of the agreement.

I. Terms of this MOA are as follows:

- A. The Pennyroyal Center will provide mental health therapy to and consultative services on behalf of students referred by the designee of Todd County Board of Education. Clinical assessment, therapy, and individual or program consultations will be provided by mental health professionals who hold at least a Master's Degree and/or certification in their respective professional disciplines.
- B. These clinical services will typically be provided in the school setting as determined by the School Coordinator in consultation with Pennyroyal Center staff, depending on the particular circumstances.
- C. Parents will be billed for time spent directly with them or the students. Medical cards and self-payers will be the primary sources of payment.
- D. Other services provided such as psychiatric and psychological evaluations, as well as any other outpatient services, will be based upon the usual service Pennyroyal Center fee schedule and will be the responsibility of the client or insurance.
- E. Services that cannot be billed by the Pennyroyal Center to the client's primary insurance will be billed to the Todd County Board of Education utilizing the federal funding provided by the Elementary and Secondary School Emergency Relief Fund (ESSER fund) (available for the following two school years of 2021-22 and 2022-23). Examples in which the funding can be billed include the child not having insurance or the provider being unable to bill commercial insurance held by the child.

1. Reimbursement rates to the Pennyroyal Center will match reimbursement received through Medicaid. Rates per service are listed below.

Service/CPT Code	Cost per Service
Psychosocial-90791	\$128
Individual Therapy (16-37 minutes)- 90832	\$64
Individual Therapy (38-52 minutes)- 90834	\$96
Individual Therapy (53+ minutes)- 90837	\$128
Family Therapy without Patient (event)-90846	\$128

Family Therapy with Patient (event)- 90847	\$128
Group Psychotherapy (event)- 90853	\$38
Collateral Therapy (event)- 90887	\$128

2. Use of federal funding will be approved by the Todd County Board of Education prior to initiating services.

F. Todd County Board of Education, or their designee, will make a good faith effort to assure that providers are able to meet a minimum number of hours (4 hours of direct client billable time each week per school). This contract will be reviewed periodically to determine if continued services are feasible.

II. Referral Procedures:

- A. These clinical services will be provided throughout the school year on an as-needed basis. The designated school personnel and Pennyroyal Center Staff will meet together to coordinate scheduling. The school coordinator and the Pennyroyal Center will make every attempt to provide the requested number of days or hours for clinical service per school term, as dictated by Pennyroyal Center staff availability and the number of client referrals made.
- B. All school referrals for services will come directly through the school personnel designee(s).
- C. Parents must attend the first session to complete necessary paperwork, expecting approximately 1 to 1.5 hours for an initial session. Parents will be contacted by Pennyroyal staff prior to their scheduled appointment time to give the necessary information for services as well as to check on payment issues. Parents are expected to provide proof of insurance, a pay stub or other proof of income if the sliding fee scale is requested. The parents should expect to make a payment on the initial date.
- D. All student referrals will be considered Pennyroyal Center clients. Confidential charts will be maintained at the Center. A release of information will be required for the legal guardian to sign in order for the child to be seen on school grounds.
- E. The clinician will also give notice to the school personnel designee(s) when discontinuing a participant and/or when making any recommendation concerning the participant. Said notice shall not contain confidential information about the treatment of the Client without the Client's, or in the case of a minor, the parent or guardian's prior written consent.

III. Both the Pennyroyal Center and the Todd County Board of Education agree to the following:

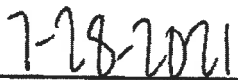
- A. Consulting mental health professionals will be employees of the Pennyroyal Center and will not be considered, or present themselves as, school personnel.

- B. Both parties will comply with the Title VI Civil Rights of 1964 (PLA-352) and part 80 of Title 45, Code of Federal Regulations, so that no person will be excluded from participation in and be denied the benefits of or otherwise subjected to discrimination on the grounds of race, color, or natural origin.
- C. This agreement is subject to the laws and regulations of the Commonwealth of Kentucky, and the prevailing party in any dispute arising hereunder is entitled to recover its costs and reasonable attorneys fees.

PENNYROYAL CENTER
3999 Fort Campbell Blvd.
P.O. Box 614
Hopkinsville, Kentucky 42241



Ashley Boze
Executive Director



Date

TODD COUNTY
BOARD OF EDUCATION
205 Airport Road
Elkton, KY 42220

Mark Thomas
Superintendent

Date