

**MENTAL HEALTH SERVICES AGREEMENT BETWEEN  
FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF YOUTH SERVICES  
JUVENILE JUSTICE BRANCH**

**AND**

**BLUEGRASS REGIONAL MENTAL HEALTH-MENTAL  
RETARDATION BOARD, INC.**

**1. PURPOSE:**

This agreement between the Lexington Fayette Urban County Government, Division of Youth Services, Juvenile Justice Branch (henceforth referred to as "Justice Branch") and the Bluegrass Regional Mental Health - Mental Retardation Board, Inc. (henceforth referred to as "Bluegrass"), is for the purpose of providing mental health services to youth who are under the jurisdiction or supervision of the Division of Youth Services.

**2. DEFINITIONS:**

A. "Justice Branch" includes the District Judge of Juvenile Session and those professional supportive staff of the he Justice Branch who assist the Court in the performance of its functions, related to both adult-juvenile and juvenile cases.

B. "Mental health staff" shall refer to those professional staff of Bluegrass who provide mental health consultation, intervention, or evaluation services to juveniles and their families.

**3. THE LENGTH OF THIS AGREEMENT:**

A. This agreement is effective July 1, 2011 and shall terminate June 30, 2012. The agreement may be renewed for another year with the approval of both parties.

**4. SERVICES PROVIDED:**

A. Psychological evaluations shall refer to assessments performed by a Licensed Clinical Psychologist, a Certified Psychologist with Autonomous Functioning, or a Psychological Associate under the supervision of a Licensed Psychologist according to the provisions of KRS Chapter 319.

The psychological evaluation is based on interviews with the youth offender, family members, as appropriate and available, a review of relevant educational and court records, and psychological tests that assess personality functioning and intellectual capabilities. The evaluation may address personal strengths and weaknesses of the youth offender and biological, social and psychological factors influencing delinquency including family and peer interaction patterns, history of health problems, substance abuse and mental illness, disciplinary strategies and supervision requirements, and school successes and failures. The reports provide diagnostic information and recommendations for intervention.

B. Mental Health Evaluation refers to a psychosocial evaluation of a youth's functioning in his total social context.

The mental health evaluation is based on interviews with the youth offender, family members, as appropriate and available, and a review of relevant educational and court records. The evaluation addresses personal strengths and weaknesses of the youth offender and social and psychological factors influencing delinquency including family and peer interaction patterns, history of substance abuse and mental illness, disciplinary strategies and supervision requirements, and school successes and failures. The report contains a diagnostic impression and recommendations for intervention.

C. Competency To Stand Trial Evaluation refers to a specialized psychological evaluation and protocol which is very specialized to the client's and court's needs. Psychological testing varies dependent upon need. The report provides the court with specific information concerning the client's ability to understand his current court situation, their actions, and the possible consequences of their actions. The report contains diagnostic information and the client's ability to understand their present court involvement.

## **5. SERVICE RELATIONSHIP:**

A. All referrals for services will be written. Bluegrass shall retain the authority to determine the appropriateness of any referral. Justice Branch staff will be notified within one week of receiving any evaluation or intervention referral if requested services are not appropriate. For clinical supervision services, Bluegrass shall retain the authority to determine the appropriateness of any certified social worker referred for supervision to receive or continue to receive clinical supervision by Bluegrass staff.

B. Mental health and psychological evaluations shall be made available to the Justice Branch within two weeks of last assessment session unless the Justice Branch is notified by the mental health staff of the need and recommendation for additional evaluation information.

C. Mental health staff shall provide to the Justice Branch a monthly summary of consultative activity and evaluations.

D. Referral for evaluations should specify the reasons the evaluation is being requested, the situation that has brought the person to the attention of the Justice Branch, basic identifying information regarding the person referred and his/her family, and the date and time of hearings in which information is needed by the Justice Branch.

E. When referrals are made by the Justice Branch to Bluegrass for ongoing treatment, the client and not the Justice Branch will be assessed fees in the usual manner according to established Bluegrass fee schedules.

## 6. PAYMENT:

The Justice Branch will be billed monthly for services rendered. The total amount of the contract is not to exceed two thousand dollars (\$2,000). Services will be billed at the following rate:

Mental Health Evaluations	\$250.00
Psychological Evaluations	\$400.00

Any administrative report or information pertaining to this agreement shall be sent to:

- A. Manager, Justice Branch
- B. Director, Bluegrass East Comprehensive Care Center

## 7. TERMINATION

Either party may for any reason, at its option, terminate this agreement at any time provided the other party received thirty (30) days notice in writing.

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Jim Gray, Mayor  
Lexington-Fayette Urban  
County Government




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Scott Gould  
Chair of the Board  
Bluegrass Regional Mental Health-  
Mental Retardation Board, Inc.

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Beth Mills  
Commissioner  
Department of Social Services  
Lexington-Fayette Urban  
County Government



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Shannon Ware  
President/CEO  
Bluegrass Regional Mental Health-  
Mental Retardation Board, Inc.