

MEMORANDUM OF UNDERSTANDING

**Between
THE CALIFORNIA DEPARTMENT OF MENTAL HEALTH (DMH)**

**And
JUDICIAL COUNCIL OF CA, ADMINISTRATIVE OFFICE OF THE COURTS**

**For the
MENTAL HEALTH SERVICES ACT**

I. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the California Department of Mental Health (DMH) and the Judicial Council of California's Administrative Office of the Courts (AOC) to define the relationship between DMH and AOC as it relates to the implementation of the Mental Health Services Act (MHSA) and the use of MHSA funds.

II. Background

The passage of Proposition 63 (MHSA) in November 2004 provides an opportunity to transform the public mental health system in California by addressing a broad continuum of prevention, early intervention, treatment, and infrastructure support. In addition to the funding available to the county mental health departments, MHSA allows DMH to provide resources to other state entities to enhance their capacity to support the overarching goals of MHSA and its various components. The MHSA components are Community Services and Support, Prevention and Early Intervention, Workforce Education and Training, Innovation, and Capital Facilities and Technological Needs.

There are five fundamental concepts inherent in MHSA that must be embedded and continuously addressed in both local and state level collaborations. These concepts are a client/family driven mental health system, cultural competence, community collaboration, service integration, and a focus on recovery, wellness, and resiliency.

III. Statement of Work

- A. This MOU is based on the activities delineated and approved in the Budget Change Proposal (BCP), supported with MHSA funds and will be effective as of the approval of the Budget Act for FY08/09. A copy of this BCP is attached in Exhibit A.

B. Summary of Proposed Activities

- Address the increasing caseloads and resultant workload increases that are related to mental health issues in the courts.
- Develop a research component to evaluate court appointed programs for the mentally ill.
- Fund three staff positions to provide staff and resource support for the following:
 - Mental/behavioral health court projects;
 - Innovative programs for mentally ill court users;
 - Task Force for Criminal Justice Collaboration on Mental Health Issues; and
 - Education and training needs of the courts.
- Serve as a liaison between the AOC, DMH, the Council on Mentally Ill Offenders (COMIO), and related executive branch departments and community-based programs.
- Assist courts in their efforts to respond more effectively to mentally ill court users by doing the following:
 - Identifying best practices;
 - Conducting needs assessments;
 - Analyzing cost-benefit outcomes of court programs and services for mentally ill court users; and
 - Collaborating with a variety of stakeholders including local departments of mental/behavioral health, treatment/service providers, and court users and their families.

C. Work Plan

A copy of the annual work plan is attached in Exhibit B.

D. Staffing

- 2.9 personnel years (PYs), or FTEs
- Sr. Court Services Analyst, Sr. Research Analyst, and Staff Analyst II
- All full-time, permanent

E. AOC Responsibilities

- Attend the quarterly MSHA Interagency meetings.
- Provide periodic updates on program implementation issues, concerns, or questions to the DMH program liaison.

- On an as-needed basis, present accomplishments, findings, best practices, and challenges at meetings, training sessions, or conferences pertaining to the implementation of MHSA.
- Arrange an annual site visit for the DMH program liaison and other DMH representatives as needed.
- Other requests as needed for supporting the implementation of MHSA.

F. Role of DMH program liaison

1. General Duties

- Be the primary contact for the AOC on MHSA implementation in regards to this MOU.
- Provide MHSA updates to the AOC as needed.
- Negotiate the annual work plan.
- Provide feedback on reports.
- Provide other necessary support to the AOC in building a collaborative relationship in fulfilling the purpose of this MOU and the overall goals of MHSA.

2. Specific Duties, if applicable

- Provide the format for reports.

G. Subcontracts (if applicable)

In the event that the AOC subcontracts any portion of the MHSA funds to another entity, the AOC shall provide the following to DMH:

- A copy of the Request for Proposal or other procurement documents and contractor selection criteria for DMH's review and approval;
- Name and contact information for DMH program liaison on the contractor selection panel; and
- Name of contractor, contract amount and terms, and a copy of the signed contract specifying the scope of work, including the proposed deliverables and timeline.

H. Reporting Requirements

1. The AOC shall provide, at least annually or more frequently if specified, the following reports/updates to DMH:
 - a. Contact list updates for both program and fiscal contacts.
Deadline: quarterly, or as needed

- b. Annual report summarizing activities on related MHSA activities for the previous fiscal year. Format will be provided by DMH. The annual report includes program and fiscal information.
Deadline: July 30.
 - c. Mid-year update summarizing activities on related MHSA activities for the current fiscal year and projected budget activities for budget year. Format will be provided by DMH. The mid-year update includes both program and fiscal information.
Deadline: January 31.
 - d. Additional requests for information as needed to provide updates to the administration, legislature, and stakeholders.
2. DMH may revise the reporting requirements as needed and present the proposed changes at the MSHA Interagency meetings.
 3. All reports (see b and c above) must be submitted to the MHSA State Coordinator or his/her designee.
 4. Reports must be submitted electronically.
 5. Information collected from the reports will be published and shared with the public.

I. Department/Program Contacts

Both DMH and AOC will designate the following representatives to act in a liaison capacity throughout the term of this MOU:

Department Representative

DMH Contact	AOC Contact
Name: Carol Hood	Name: Nancy Taylor
Title: MHSA State Coordinator	Title: Manager
Address: 1600 9 th St., Rm. 140	Address: 455 Golden Gate Ave
City, Zip: Sacramento, 95814	City, Zip: San Francisco, 94102
Phone: 916-654-3551	Phone: 415-865-7607
Email: carol.hood@dmh.ca.gov	Email: nancy.taylor@jud.ca.gov

Program Liaison

DMH Contact	AOC Contact
Name: Ron Bettencourt	Name: Nancy Taylor
Title: MHSA Liaison	Title: Manager
Address: 1600 9 th St.,	Address: 455 Golden Gate Ave
City, Zip: Sacramento, 95814	City, Zip: San Francisco, 94102
Phone: 916- 786-6391 654-4432	Phone: 415-865-7607
Email: Ron.Bettencourt@dmh.ca.gov	Email: nancy.taylor@jud.ca.gov

IV. TERM

The term of this MOU is 3 years.

V. GENERAL PROVISIONS

- A. The Exhibit B (work plan) must be updated annually by both DMH and AOC. It may also be amended at any time by written mutual consent of both parties.
- B. The AOC shall provide copies of the BCP or Spring Finance Letters requesting additional MHSA funds to DMH for approval prior to submission to the Health and Human Services Agency or other reporting agency and/or the Department of Finance. When available, a copy of the budget concept paper shall also be forwarded to DMH. Failure to provide DMH with the above documents may prevent DMH from having a timely review and concurrence of the proposed MHSA funding requests and affect AOC's request for funding under MHSA.

Draft budget concept paper, BCP, or Spring Finance Letters shall be submitted to Debbie Manas, Community Services Division, 1600 9th Street, Room 140, Sacramento, CA 95814, Debbie.manas@dmh.ca.gov.

- C. It is mutually agreed that if the funding for the current year and/or any subsequent years covered under this Agreement is reduced or discontinued for purposes of this program, DMH and AOC will have the option to either cancel this MOU or offer an agreement amendment to reflect the reduced amount. Either party may terminate this MOU by giving 30 days written notice to the other party. The notice of termination should specify the effective date of termination.
- D. Funding for this MOU shall be subject to the provisions set forth in Welfare and Institutions Code 5891 regarding non-supplantation.

E. This MOU is not effective until signed by both parties.


Signature and Date

Grant Walker
Senior Manager
Finance Division


Signature and Date

DENISE M. AREND
Deputy Director
Community Services Division