

MEMORANDUM OF UNDERSTANDING
Between
THE CALIFORNIA DEPARTMENT OF MENTAL HEALTH
And
THE CALIFORNIA DEPARTMENT OF EDUCATION
For the
MENTAL HEALTH SERVICES ACT

July 1, 2009 through June 30, 2013

I. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the California Department of Mental Health (DMH) and the California Department of Education (CDE) to define the relationship between the DMH and the CDE 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, the MHSA allows the DMH to provide resources to other state entities to enhance their capacity to support the overarching goals of the MHSA and its various components. The MHSA components are Community Services and Support, Prevention and Early Intervention (PEI), Workforce Education and Training, Innovation, and Capital Facilities and Technological Needs.

There are five fundamental concepts inherent in the MHSA, which 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 Governor's Budget Act for fiscal year (FY) 2009–10 supported with MHSA funds.

B. Summary of Planned Activities

- Describe the overall goals of the planned activities.

The overarching goal for the CDE's project is to support and enhance collaboration and coordination efforts between education and mental health agencies that are implementing various components of the MHSA. The activities described in CDE's integrated work plans reflect both state and local strategies.

The CDE has two major goals that are supported through this MOU that are being implemented in the Learning Support and Partnerships Division (LSPD) and the Special Education Division (SED). The goals are as follows:

Goal 1: Promote partnerships that support the development and implementation of strategies that result in closing the achievement gap (CTAG) and improved outcomes for students in California's kindergarten through twelfth grade educational system. (LSPD and SED).

Goal 2: Increase knowledge and capacity about effective prevention and early intervention programs, services, and strategies for local educational agencies (LEAs) and other partners working with students who experience, or are at risk of, mental health problems, including suicide risk. (LSPD and SED).

- Provide a brief summary of the planned MHSA activities.

LSPD Summary of Planned MHSA Activities

LSPD staff work plans for 2009–10 include, collaboration with other state agencies, LEAs, and other organizations with a focus on PEI and Suicide Prevention. Activities include the development and implementation of strategies, as well as dissemination of best and promising practices that expand and enhance collaboration between mental health and education communities at the state and local levels and support the provision of appropriate mental health services and resources to kindergarten through twelfth grade students and their families.

SED Summary of Planned MHSA Activities

SED 2009–10 staff work plan includes the distribution of relevant articles and information relative to local collaboration in the prevention and treatment of students with disabilities. The dissemination of this information will occur through the SED's listserv. The SED will continue to participate in statewide planning efforts relevant to mental health treatment issues and forward published documents to LEAs.

C. Work Plan

A copy of the annual CDE Integrated Work Plan is attached as Exhibit A.

D. Staffing

Current staffing includes 2.4 full-time equivalent consultant level staff, including 1.4 Education Programs Consultants in the LSPD, and 1.0 Special Education Consultant in the SED. All positions are permanent positions as of July 1, 2007.

E. CDE Planned Collaborative Activities:

- Attend the MHSA 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 the MHSA.
- Arrange an annual site visit for the DMH Program liaison and other DMH representatives as needed.

F. Role of DMH Program liaison

1. General Duties

- Be the primary contact for the CDE on MHSA implementation in regard to this MOU.
- Provide MHSA updates to the CDE as needed.
- Collaborate with the CDE on development of work plans, etc.
- Provide feedback on any reports.
- Provide other necessary support to the CDE in building a collaborative relationship to fulfill the purpose of this MOU and the overall goals of the MHSA.

2. Specific Duties

- Not applicable.

G. Subcontracts, If Applicable

In the event that the CDE subcontracts any portion of the MHSA funds to another entity, the CDE shall share information about subcontracts with the DMH.

H. Information Sharing Activities

1. The CDE shall share the following reports/updates with the DMH:
 - a. Contact list updates for both program and fiscal contacts as needed.
 - b. Annual report summarizing activities on related MHSA activities for the previous year.
 - c. Mid-year update summarizing activities on related MHSA activities for the current FY and projected budget activities for budget year.
 - d. Provide additional information as needed to provide updates to the administration, Legislature, and stakeholders.
2. All reports (see items b and c above) will be submitted to the MHSA State Coordinator or his/her designee.

I. Department/Program Contacts

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

Department Representative

DMH Contact	CDE Contact
Name: Mark Heilman	Name: Gordon Jackson
Title: Acting Deputy Director Community Services Division	Title: Assistant Superintendent, Learning Support and Partnerships Division
Address: 1600 9 th Street, Room 140	Address: 1430 N Street, Suite 6408
City, Zip: Sacramento, 95814-6414	City, Zip: Sacramento, 95814-5901
Phone: 916-651-1443	Phone: 916-319-0911
E-mail: Mark.Heilman@dmh.ca.gov	E-mail: gjackson@cde.ca.gov

Program Liaison - LSPD

DMH Contact	CDE Contact
Name: Cielo Avalos	Name: Monica Nepomuceno
Title: Staff Mental Health Specialist	Title: Education Programs Consultant
Address: 1600 9 th Street, Room 150	Address: 1430 N Street, Suite 6408
City, Zip: Sacramento, 95814-6476	City, Zip: Sacramento, 95814-5901
Phone: 916-651-5769	Phone: 916-323-2212
E-mail: Cielo.Avalos@dmh.ca.gov	E-mail: mnepomuceno@cde.ca.gov
	Name: David Kopperud
	Title: Education Programs Consultant
	Address: 1430 N Street, Suite 6408
	City, Zip: Sacramento, 95814-5901
	Phone: 916-323-1028
	E-mail: dkopperud@cde.ca.gov

Program Liaison - SED

DMH Contact	CDE Contact
Name: Lois Williams	Name: Joan Hirose
Title: Staff Mental Health Specialist	Title: Special Education Consultant
Address: 1600 9th Street, Room 350	Address: 1430 N Street, Suite 2401
City, Zip: Sacramento, 95814-6436	City, Zip: Sacramento 95814-5901
Phone: 916-651-0689	Phone: 916-327-8877
E-mail: Lois.Williams@dmh.ca.gov	E-mail: jhirose@cde.ca.gov

IV. TERM

The term of this MOU is from July 1, 2009, through June 30, 2013 (unless there are one-time funds involved).

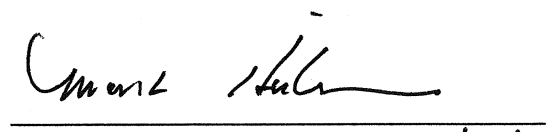
V. GENERAL PROVISIONS

- A. 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, the DMH and the CDE 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.
- B. Funding for this MOU shall be subject to the provisions set forth in *Welfare and Institutions Code* Section 5891 regarding nonsupplantation.


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


Signature and Date 4/14/10

William J. Ellerbee, Jr.
Deputy Superintendent
Special Services and Support Branch


Signature and Date 4/27/10

Mark Heilman
Acting Deputy Director
Community Services Division


Signature and Date 4/15/10

Cindy Cunningham
Deputy Superintendent
P-16 Policy and Information Branch