

Program Title: California Courts' Self-Help Centers
Court: Superior Court of California, County of _____
MOU # 07-xxx

\$xxxxxx TCTF 07-08 Distribution (already distributed)
\$xxxxxx TCTF 07-08 Disbursement; Acct. # 0932-45047038-0722-xx-07
\$xxxxxx TCIF 07-08 Disbursement; Acct. # 0159-45041044-0722-xx-07
\$xxxxxx TCTF 08-09 Funding ; Acct. # 0932-45047038-0722-xx-08
\$xxxxxx TCIF 08-09 Funding; Acct. # 0159-45041044-0722-xx-08

\$xxxxxx Total 18-Month Award

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE
OFFICE OF THE COURTS
AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF

FOR
THE CALIFORNIA COURTS' SELF-HELP CENTERS

I. PURPOSE

This Memorandum of Understanding (MOU), constitutes an agreement between the Judicial Council of California, Administrative Office of the Courts (AOC) and the Superior Court of California, County of _____ (Court), to set forth the terms and conditions governing distributions from the Trial Court Trust Fund (TCTF) and disbursement from the Trial Court Improvement Fund (TCIF) to the Court for those uses provided in Section VIII.

II. PARTIES

The parties to this MOU are Grant Walker as the authorized signatory for the AOC ("AOC Authorized Signatory") and the **Superior Court of California, County of _____**, represented by **Hon. _____**, Presiding Judge, or _____, Court Executive Officer.

III. BACKGROUND

The purpose of this program is to provide funding for staffing and operating the Court's Self-Help Center. Funding is distributed according to a formula approved by the Judicial Council.

In 2006, the Judicial Council approved \$3.7 million in on-going TCTF funding for self-help services and an additional \$5 million of TCIF for these services.

The 2007 Budget Act (Ch. 171 and 172, Stats. of 2007) provided \$2.5 million annually in new funding for Self-Help Centers along with control language requiring that these new funds be used for expanding assistance in Self-Help Centers by providing services in additional locations or for additional case types.

These funds are disbursed together to allow consistency in self-help programs and to simplify administration by the courts.

IV. EFFECTIVE DATE

This MOU shall become effective January 1, 2008 for both TCTF and TCIF funding and tracking and shall expire on June 30, 2009.

All funds distributed and disbursed under this MOU must be expended or encumbered by the Court by June 30, 2009. Any unused TCIF funding must be returned to the AOC for reversion to the TCIF. All funds distributed and disbursed under this MOU must be used for self-help program services.

V. AWARD AMOUNT

The amounts to be tracked by the Court during the entire 18 months of this MOU are as follows:

\$xxxxxx from the Trial Court Improvement fund; and,
\$xxxxxx from the Trial Court Trust Fund, which includes **\$203,151** of new funding provided pursuant to the 2007 Budget Act (Ch. 171 and 172/Stats. of 2007).

VI. DISTRIBUTION/DISBURSEMENT SCHEDULE

Period	TCTF	TCIF	Total
1. Jan. 1, 2008 – June 30, 2008	\$xxxxxx	\$xxxxxx	\$xxxxxx
2. July 1, 2008 – June 30, 2009	\$xxxxxx	\$xxxxxx	\$xxxxxx
Total for 18 months	\$xxxxxx	\$xxxxxx	\$xxxxxx

The distributions and disbursements of TCTF and disbursements of TCIF shown in the preceding table will be made in accordance with the following provisions:

Distributions and disbursements of TCTF and disbursements of TCIF during the period from January 1, 2008 through June 30, 2008, will not exceed the amounts show for this period. Any unexpended funds from this period will remain available for expenditure through June 30, 2009.

All funds noted for fiscal year 2008–2009, will be disbursed after July 1, 2008, and are contingent upon the availability of funds for this purpose as provided in the 2008 state Budget Act.

Of the TCTF amount for the period of January 1, 2008 through June 30, 2008, \$xxxxxxx was advanced to the Court in October 2007 by the AOC to be used exclusively for funding the Self-Help Center. All remaining funds for this period and for the period of July 1, 2008 through June 30, 2009, will be distributed and/or disbursed on a reimbursement basis. Reimbursements of additional TCTF and TCIF will begin after the TCTF funding advanced from October 2007 has been fully expended or encumbered.

For each funding period, TCIF reimbursements will be disbursed after TCTF funding for that period has been fully expended or encumbered. Any unexpended TCIF balances carried-over to the period of July 1, 2008 – June 30, 2009 will also be reimbursed after all TCTF funding for that period has been fully expended.

Reimbursements will be distributed or disbursed at the beginning of each month, based on revenues and expenditures recorded in the Phoenix Accounting System at the time of the calculation, as provided in Section VII “REPORTING REQUIREMENTS”. The AOC will reconcile disbursements against actual expenditures on quarterly basis no sooner than two weeks after the close of each regular quarter. Reconciliation calculations will include all prior expenses, advances, and distributions made pursuant to this Agreement. Any resulting reconciliation adjustments will be made to the Court’s next regular disbursement. Total reimbursements will not exceed the total Award Amounts, as specified in SECTION V “AWARD AMOUNT”.

VII. REPORTING REQUIREMENTS

The Court shall maintain financial accounting of all allocable, allowable, and reasonable costs for the program in accordance with Section VIII “USE OF FUNDS” and terms and conditions of this Agreement. The Court shall also submit quarterly Progress Reports accurately explaining the operations, conditions and status of the Court’s Self-Help Centers.

1. FINANCIAL REPORT

The Court will post qualifying expenses utilizing project codes and posting instructions provided to it by the Phoenix Financial Service Unit. Only eligible expenses posted accordingly shall be considered as expenditures against the program for purposes of payment under this Agreement. The AOC will run

financial reports from the Phoenix Financial System to calculate reimbursement amounts for distribution. The AOC may periodically request the Court provide additional information to clarify individual entries posted for this Agreement.

2. PROGRESS REPORT

The Progress Report is a narrative format listing the progress of what has been accomplished at the Self-Help Centers, including any concerns or issues that need to be resolved. Each Progress Report shall be provided quarterly by the AOC Program Manager to the Court no later than 30 days prior to each report's due date.

The AOC has developed a standardized system for reporting the number of litigants served and the types of services provided called the FLFED Data Collection and Reporting System. It is designed to collect data from both the Family Law Facilitator and Self-Help programs. It must be used for any program that is an expansion of the Family Law Facilitator program. It must also be used for other self-help programs funded by this program unless a different method of reporting data is approved by the AOC project manager.

3. TIME TRACKING

The Court must track the actual time of all employees paid by these funds on a timesheet that includes the original signatures of both the employee and the employee's supervisor. The timesheet shall be retained by the Court and made available upon request to the AOC Program Manager for Program review or to the AOC audit unit staff, for purposes outlined in Section X of this Agreement. The Court may use timesheets and activity logs as provided for the Family Law Facilitator program or the Court's regular employee time reporting system.

Any staffing services provided for the Court under contract shall include a vender provided activity log that documents the hours of services provided by classification level. The activity log shall be collected on a routine basis and retained along with the timesheets, as required by this section.

4. RENT/LEASE

When considering leasing facilities intended to house the Program, the Court shall submit requests for authorization to proceed with a lease to the AOC Program Manager for review and approval. The AOC Program Manager will determine if there are Program funds available to cover the costs associated

with the leased facilities. Requests will be evaluated on a case-by-case basis and in consultation with other AOC divisions, as appropriate, and must be in compliance with the Trial Court Facilities Act of 2002 (GC 70391-70393) and California Rules of Court 10.180, 10.181 and 10.184.

VIII. USE OF FUNDS

This MOU is based upon the Court's approved Program Plan and Budget for Self-Help Funds that are included as part of this MOU; Budget Act language requirements set out below; and, the conditions set out below. Any cost overruns will be assumed by the Court.

1. BUDGET ACT COMPLIANCE

The Court will comply with the 2007 Budget Act requirements that the new funding for self-help services must be used for expanding assistance in Self-Help Centers by providing services in additional locations or for additional case types. The Court will expend an amount equal to or greater than the new funding amount specified in Section V "AWARD AMOUNT", of this Agreement for these new services as set out in the Court's original Program Plan and Budget for Self-Help Funds or as amended and approved by the AOC Program Manager, pursuant to SECTION XI "AMENDMENTS AND REVIEW", of this Agreement.

2. CONDITIONS OF OPERATION

The Court must comply with California Rule of Court 10.960, *Court Self-Help Centers* (effective January 1, 2008).

Section (d) of Rule 10.960 calls upon the AOC to develop guidelines and procedures for the operation of self-help centers and disseminate them to the trial courts by March 1, 2008. Once the courts are in receipt of those guidelines, they must take all reasonable steps to come into full compliance with them as soon as practical, but not later than June 30, 2009.

The Court must also meet the following conditions:

1. The Self-Help Center is actively staffed by a qualified attorney who is an active member of the California State Bar.
2. All attorney and non-attorney staff and volunteers working within the Self-Help Center are aware of and comply with the requirement of California Rule of Court 10.960, *Court Self-Help Centers* and the Appendix to

California Rules of Court Division C, Guidelines for Operation of Family Law Information Centers and Family Law Facilitators Office.

3. When Self-Help Center services are provided by an entity other than the Court, the Court has executed a contract with that entity that expressly defines the extent of Court oversight of the contracted services. A copy of the contract is submitted to the AOC for review.

All funds related to this MOU are strictly limited to the Court's Self-Help Center and must be spent exclusively for this purpose, regardless of when expended, except as provided in Section XI AMENDMENTS AND REVIEW, below.

IX. PROJECT COMPLETION AND RETURN OF FUNDS

All TCIF funds must be expended or encumbered by executed purchase order or contract dated no later than June 30, 2009. Final liquidation of TCIF encumbrances must be completed by September 30, 2009. This liquidation period allows time to receive ordered goods and/or services and make final payment to vendors. New expenses or obligations during the liquidation period may not be claimed against these funds.

In the event of an overpayment to the Court resulting from disencumbered obligations, final reconciliation of final quarter disbursements or other reasons, the Court agrees to return any unexpended portion of the Award to the AOC by October 31, 2009. In the event the Court does not return the unexpended portion of the award, the AOC may withhold a like amount from the Court's future base TCTF allocation.

X. RIGHT TO AUDIT

The Court shall maintain all financial records, supporting documents, and all other records relating to performance under this Agreement for a period in accordance with State law, a minimum retention period being no less than (4) years. The retention period shall start from the Effective Date of this MOU.

The Court shall abide by the Judicial Council's Trial Court Financial Policies and Procedures. The Court shall permit an authorized representative of the AOC or its designee to inspect or audit at any reasonable time, any records relating to this MOU or Court facility where the Self-Help Center is being implemented pursuant to this MOU.

XI. AMENDMENTS AND REVIEW

Requests for changes in the approved Program Plan and Budget for Self-Help Center, which is incorporated into this MOU, including moving budgeted amounts between line items, changes in staffing patterns or methods of providing service insofar as the amount of the MOU is not exceeded must be submitted in writing to the AOC Program Manager (e-mail is acceptable). The request must be accompanied by a narrative description of the proposed change and the reasons for the change. After the AOC Program Manager reviews the request, she will provide a written decision to the Court Program Manager (e-mail is acceptable).

All other changes to the MOU, for example expiration date, must be submitted in writing to the AOC Program Manager (e-mail is acceptable) and must be accompanied by a narrative description of the proposed change and the reasons for the change. The AOC Program Manager will review the request. If the request is granted, a written MOU amendment will be prepared by the AOC for execution by the AOC and the Court. Once executed, the new terms will be applicable. If the request is denied, a written decision will be provided to the Court Program Manager (e-mail is acceptable).

XII. TERMINATION

This MOU constitutes the entire agreement between the AOC and the Court, and shall remain in effect until terminated by (1) mutual written agreement, (2) at least thirty (30) days advance written notice by either party, (3) completion of this Agreement, or (4) by the AOC if expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this MOU.

XIII. OTHER PROVISIONS

Nothing herein intentionally conflicts with current directives or the applicable laws governing any of the parties signing this MOU. If the terms of this MOU are inconsistent with existing directives or with the applicable laws governing any of the parties, then those parts of this MOU not affected by any inconsistency shall remain in full force and effect. Should disagreement arise about the interpretation of the provisions of this MOU, or amendments or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each party and presented to the other parties for consideration at least ten (10) working days prior to forwarding the areas of disagreement to the Presiding Judge of the Court and the Chief Deputy Director of the AOC.

XIV. PARTIES' REPRESENTATIVES

Any notices between the parties shall be set forth in writing between the representatives listed below and sent by mail. Routine correspondence may be sent by facsimile or electronic mail.

The Program Manager for this program representing the AOC is:

Bonnie Rose Hough
Center for Families, Children and the Courts
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102
Tel. 415-865-7668
Fax 415-865-7217
E-mail: bonnie.hough@jud.ca.gov

The Accounting Contact for this program representing the AOC is:

Dora Acosta
Finance Division
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102
Tel. 415-865-7936
Fax 415-865-4337
E-mail: dora.acosta@jud.ca.gov

The program manager representing the Court is:

Name: _____
Title: _____
Street: _____
City and Zip: _____
Telephone: _____
Fax: _____
E-mail: _____

XV. SIGNATURE AUTHORITY

The parties signing this MOU on behalf of the Judicial Council, Administrative Office of the Courts and the **Superior Court of California, County of _____**, certify they are authorized to do so.

SIGNATURES

I have read the entire Agreement and agree to its terms.

Judicial Council of California, Administrative Office of the Courts:

_____ Date: _____
Grant Walker
Business Services Manager

Superior Court of California, County of _____:

_____ Date: _____
 Court Executive Officer
 Presiding Judge

[Please complete the Program Manager information required in Section XIV.]