

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

<http://dmh.co.la.ca.us>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax No.: (213) 386-1297

June 3, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61

JUN 15 2004

Dear Supervisors:

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

**APPROVAL OF STATE OF CALIFORNIA - DEPARTMENT OF
REHABILITATION COOPERATIVE AGREEMENT WITH
COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
FOR FISCAL YEAR 2004-2005
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the renewal of the Cooperative Agreement between the County of Los Angeles - Department of Mental Health (DMH) and the State of California - Department of Rehabilitation (State DR), substantially similar to Attachment I, for Fiscal Year (FY) 2004-2005. This Cooperative Agreement allows for the provision of vocational services to the County's mentally ill clients by 11 contracted agencies and 17 directly-operated mental health clinics as listed in Attachment II. State DR funds this Agreement in the amount of \$2,883,960 and County General Funds (CGF) in the amount of \$815,617 are included in the DMH FY 2004-2005 Proposed Budget, for a total funding of \$3,699,577. The term of the Cooperative Agreement is July 1, 2004 through June 30, 2005.
2. Adopt the Resolution and instruct the Chairman of your Board and the Executive Officer, Board of Supervisors, to certify and sign two (2) Resolutions (Attachments III and IV).
3. Delegate authority to the Director of Mental Health or his designee to sign four (4) original copies of the Cooperative Agreement.

4. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments to Legal Entity (LE) Agreements with the 11 existing contractors listed in Attachment II, and establish as a new Maximum Contract Amount (MCA) the aggregate of each original Agreement and all amendments through and including these amendments, provided that: 1) the County's total payments to contractor under the Agreement for each fiscal year shall not exceed a change of 20 percent from the applicable revised MCA; 2) any increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or his designee is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The current Cooperative Agreement with State DR will expire on June 30, 2004. Upon Board approval, the renewal of the Cooperative Agreement will be effective from July 1, 2004 through June 30, 2005. Board approval of this annual contract renewal, which requires a Board Resolution, will allow DMH to continue to maintain a partnership with State DR for the uninterrupted provision of vocational rehabilitation services for individuals with chronic mental illness at 11 existing contracted agencies that have Case Service Agreements with State DR and at 17 directly-operated mental health clinics as listed in Attachment II. Additionally, the renewal of this Cooperative Agreement allows County to receive additional revenue which benefits residents of Los Angeles County. Without Board approval, programs assisting clients with finding and maintaining competitive employment would be eliminated or substantially reduced.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Programmatic Goal 7, Health and Mental Health, within the Countywide Strategic Plan. Access to employment services will be enhanced through the collaboration of government agencies and community-based organizations.

FISCAL IMPACT/FINANCING

The Cooperative Agreement requires DMH to contribute matching funds in order for State DR to access Federal vocational rehabilitation monies. The terms of the Cooperative Agreement state that DMH can meet its match requirement through either cash match and/or non-cash match of certified time. The certified time of DMH employees allows State DR to draw down Federal funds. The monetary value of certified time is based on staff salaries for time spent to administer the Agreement and provide liaison services.

The total budget for the FY 2004-2005 Cooperative Agreement is \$3,699,577, which is comprised of Federal funds provided to State DR in the amount of \$2,883,960 and DMH's contribution of \$815,617. DMH's contribution is a combination of cash and non-cash/certified time commitments. DMH's cash contribution of \$629,083 allows State DR to draw down \$2,324,358 in Federal funds. These dollars are from CGF currently included in DMH's FY 2004-2005 Proposed Budget. DMH's non-cash contribution of \$186,534 consists of salaries based on certified time of staff involved in the Agreement. This non-cash contribution allows State DR to receive an additional \$559,602 in Federal funds. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1991, DMH has participated in a Cooperative Agreement with State DR to provide vocational services for individuals disabled by chronic mental illness. During FY 2003-2004, over 2,000 clients were served through the Cooperative Agreement Program according to State DR. Upon Board approval, the term of this Cooperative Agreement will be effective July 1, 2004 through June 30, 2005. This "umbrella" Agreement provides for both agencies to share the responsibility for funding, administration, and oversight of the vocational programs at a total of 29 mental health program sites. These service sites are operated by 11 existing contracted agencies and 17 directly-operated mental health clinics. State DR contracts directly with these 11 contracted agencies through Case Service Agreements. These Case Service Agreements enable these programs to provide employment services, including vocational assessment, work adjustment, and personal and social adjustment services, thereby, enhancing the employment services delivery system.

To fulfill the terms of the State DR Cooperative Agreement, DMH reduces the amount of CGF from the MCAs of these 11 LE contractors and submits these funds to State DR, which uses such funds and the related Federal match to fund the Case Service Agreements between these LE contractors and State DR.

For FY 2004-2005, a total of 2,000 unduplicated DMH/State DR clients will be served through this Cooperative Agreement. A total of 830 new referrals will be made to State DR; 600 individual plans for employment will be developed; and 300 cases will be successfully closed. It is also projected that 50 percent of the clients whose cases are closed following plan initiation will have attained an employment outcome.

The Cooperative Agreement specifies the services to be provided and the funding amounts to be reimbursed for the services. The Agreement expressly provides that the County has no obligation to pay for expenditures beyond the contract amount.

During the past year, DMH has worked with State DR to strengthen the employment services offered to DMH clients. With this additional focus on career goals, strengths, and abilities, clients are more prepared to meet State DR eligibility requirements for employment-related services. These services include funds for transportation, clothing and uniforms, job-related tools and equipment, training, and other services that enable clients to obtain and maintain employment.

The key terms and conditions of the annual Cooperative Agreement have been reviewed and approved by County Counsel. In addition, the CAO and DMH's Fiscal and Program Administrations have reviewed and approved the proposed actions.

CONTRACTING PROCESS

Federal and State law allows that DMH and State DR enter into the Cooperative Agreement to provide services as designated without requiring the use of a solicitation or bid process.

IMPACT ON CURRENT SERVICES

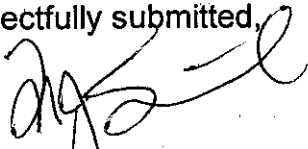
The Cooperative Agreement with State DR will enable the continuation of vocational rehabilitation services to DMH consumers, without interruption, at DMH's directly-operated and contracted agencies throughout the County of Los Angeles.

The Honorable Board of Supervisors
June 3, 2004
Page 5

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action and two (2) certified copies of the Resolution. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when these documents are available.

Respectfully submitted,



Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:SK:MY:RK

Attachments (4)

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

| |
|----------------------------------|
| AGREEMENT NUMBER 24632 |
| REGISTRATION NUMBER |

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Rehabilitation
 CONTRACTOR'S NAME
Los Angeles County Department of Mental Health
- The term of this Agreement is: **July 1, 2004 -Through- June 30, 2005**
- The maximum amount of this Agreement is: **\$ 0.00** County Cash Match: \$629,083.00, Cert. Expenditure: \$186,534.00
- The parties agree to comply with the terms and conditions of the following exhibits which are by this Reference made a part of the Agreement:

| | |
|--------------------------------------------------|------------|
| Exhibit A - Scope of Work | 6 Page(s) |
| Exhibit B - Budget Detail and Payment Provisions | 3 Page(s) |
| Attachment I - Program Budgets | 13 Page(s) |

| | | |
|--------------------------------------------|------------------|-------------------|
| * Exhibit C - General Terms and Conditions | GTC - 304 | 03/01/2004 |
| Exhibit D - Special Terms and Conditions | | 4 Page(s) |
| Exhibit E - Additional Provisions | | 2 Page(s) |

* Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
 Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Mental Health

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Marvin J. Southard, D.S.W., Director of Mental Health

ADDRESS

550 South Vermont, 12 Floor, Los Angeles, CA 90020

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Florence Hughes, Chief, Contracts and Procurement

ADDRESS

2000 Evergreen Street, Sacramento, CA 95815-3832

Exempt Per _____

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| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Los Angeles County Department of Mental Health | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING Marvin J. Southard, D.S.W., Director of Mental Health | |
| ADDRESS 550 South Vermont, 12 Floor, Los Angeles, CA 90020 | |
| STATE OF CALIFORNIA | |
| AGENCY NAME Department of Rehabilitation | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING Florence Hughes, Chief, Contracts and Procurement | |
| ADDRESS 2000 Evergreen Street, Sacramento, CA 95815-3832 | |
| <input type="checkbox"/> Exempt Per _____ | |

STANDARD AGREEMENT

STD. 213 (Rev 09/01)

AGREEMENT NUMBER

24632

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CALIFORNIA
Department of General
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Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Mental Health

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Marvin J. Southard, D.S.W., Director of Mental Health

ADDRESS

550 South Vermont, 12 Floor, Los Angeles, CA 90020

STATE OF CALIFORNIA

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| ADDRESS 2000 Evergreen Street, Sacramento, CA 95815-3832 | |
| <input type="checkbox"/> Exempt Per _____ | |

**COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF REHABILITATION
AND THE
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
FISCAL YEAR 2004-2005**

SCOPE OF WORK

I. INTRODUCTION

The Los Angeles County Department of Mental Health (LACDMH) and the California State Department of Rehabilitation (DOR) will combine both staff and financial resources to provide an integrated program of vocational rehabilitation services for individuals with severe psychiatric disabilities (hereinafter referred to as clients) who are mutually served by LACDMH and DOR and who reside in Los Angeles County.

DOR services will be provided by the following Districts: Van Nuys Foothill, Greater Los Angeles (GLAD), LA South Bay, and Orange San Gabriel.

The County operated clinics and the local DOR staff will work collaboratively to provide services to mutual clients. Because local relationships vary from clinic to clinic, each local collaborative partnership may be formalized by a written Memorandum of Understanding (MOU). These MOUs will identify local clinic and DOR staff positions to work collaboratively in this process. The MOUs will also outline how each local collaborative partnership will deliver services. This will include a description of the outreach and referral process, assessment, eligibility, IPE development, IPE progress and monitoring, employment services, education supports, and expected outcomes.

Twelve (12) community-based case service contractors will provide clients with vocational assessment, work adjustment, personal vocational and social adjustment and employment services. Three (3) of these programs are for transitional youth (ages 15-21). Included

also will be the availability of services to those individuals whose primary language is other than English, e.g. Spanish, Vietnamese, Korean, and Chinese.

The four DOR Districts' staffs will collaborate with their counterparts from the local LACDMH County operated clinics and the case service contractors to identify, assess, place and support program clients. Representatives from these agencies will work collaboratively including meeting regularly to discuss the program's progress and to staff cases. Staffs of both agencies will participate in cross training and in-service training programs for the purpose of increasing their capacity to work together and with clients served by this cooperative effort.

| DOR District | County Mental Health Clinic | CSC Provider |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| South Bay | South Bay M.H Center Compton M.H. Center W. Central M.H. Center San Pedro M.H. Center Hawkins M.H. Center Long Beach M.H.C | Portals Community Conn. L.A. Child Guidance Enrichment /Employment |
| Greater LA | Hollywood M.H. Center EDE Westside Center Northeast M.H. Center Rio Hondo M.H. C. Amer. Ind. Cslg Ctr | Step Up Didi Hirsch Portals Mariposa Asian Pacific MHA The Village... |
| Van Nuys | San Fernando M.H.C. West Valley M.H.C. Santa Clarita M.H.C. Antelope Valley M.H.C. Palmdale M.H.C. | HELP Dubnoff S.F. Comm Inc |
| Orange San Gabriel | Arcadia M.H.C. | Pacific Clinics |

During fiscal year 2004-2005, there will be a total of 2000 unduplicated DOR clients served through this cooperative agreement. A total of 830 new referrals will be made to the Department of Rehabilitation, 600 Individual Plans for Employment and 300 cases will be will be successfully closed. The goal is that 50% of the clients whose cases are closed following plan initiation will have attained a successful employment outcome.

II. SERVICES TO BE PROVIDED

A. Vocational Assessment

Vocational assessment services will also be provided through case service contract providers. The specific program detail will be described in each agency's case service contract. Referral for vocational assessment services to a case service contract provider will be by written authorization by the DOR counselor.

Service Outcomes/number to be Served

During fiscal year 2004/2005, there will be 131 clients provided with Vocational Assessment services.

B. Personal and Social Adjustment Services

1. Description of Services

Individual case service contractors throughout Los Angeles County, identified in this contract, will provide Personal and Social Adjustment services. The specific program detail will be defined in the contractor's case service contract. Referrals for this service will be by written authorization by the DOR counselor.

Service Outcomes and Numbers to be Served

During fiscal year 2004-2005, there will be 24 unduplicated clients provided with Personal and Social Adjustment through the case service contracts funded by this agreement.

C. Work Adjustment Services

1. Description of Services

Individual case service contractors throughout Los Angeles County, identified in this contract, will provide Work Adjustment

services. The specific program detail will be defined in the contractor's case service contract. Referrals for this service will be by written authorization by the DOR counselor.

Services Outcomes and Numbers to be Served

During fiscal year 2004-2005, there will be 220 unduplicated clients provided Work Adjustment services through individual case service contractors identified in this contract.

D. Employment Services

1. Description of Services

Individual case service contractors throughout Los Angeles County, identified in this contract will provide Employment Services. The specific program detail will be defined in each of the contractors case service contract. Referrals for this service will be by written authorization by the DOR counselor.

Services Outcomes and Number to be served

During fiscal year 2004-2005, there will be 610 unduplicated DR clients provided with Employment Services through individual case service contractors. Of those 610, 386 clients are expected to be placed in employment consistent with their IPE. Of the 386 clients placed, a total of 274 DOR clients will retain employment for a minimum of 90 days.

E. Cooperative Auxiliary Services

1. Description of Services

Cooperative Auxiliary services consist of administrative support services at the County Administrative level, and Liaison support services at the County Operated Clinic level.

Administrative support to the Cooperative program and the associated MOUs and case service contracts will be provided

by the administrative staff of the LACDMH. Administrative Support will be provided and accounted for in Certified Time.

Liaison support will be provided by various staff within the county-operated clinics and will be provided consistent with the MOU in place between each clinic and the local DOR district. Cooperative Liaison staff will serve as a conduit for referrals and information between the local clinic staff and the local DOR district staff, and serve as the clinic representative in cooperative program meetings and staffings with the local DOR liaison staff. Staff will also facilitate the provision of county mental health records to the DOR counselor to aid in the DOR clients eligibility determination and level of severity of disability for DOR services.

Service Outcomes and Number to be Served

During fiscal year 2004-2005, it is expected the services identified above will be provided in support of 2,000 unduplicated DOR clients through LACDMH.

III. Contract Administrators

| Department of Rehabilitation | LA County Department of Mental Health |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Donna Smith 222 S. Harbor Blvd. Suite 300 Anaheim, CA 92805 (714) 991-0866 Fax : (714) 991-0865 dcsmith@dor.ca.gov | Maria Funk, PhD 550 South Vermont 12 th floor Los Angeles, Ca 90020 (213) 738-4385 Fax: (213) 381-5497 mfunk@dmh.co.la.ca.us |

IV Linkage to Other Community Agencies

LACDMH and DOR will utilize linkages with local Workforce Investment Boards, Work Source (One Stop) centers, community colleges, adult schools, regional occupational programs, local chambers of commerce, and employer and client advocacy organizations in order to maximize resources and to increase the quality and quantity of clients who become successfully employed.

V. In-Service Training

LACDMH in conjunction with the DOR will conduct ongoing in-service training opportunities for LACDMH, DOR and case service contractor staff. In addition, training and technical assistance will be provided or financed by both LACDMH and DOR/DMH headquarters staff. Some training may be financed through the DOR/DMH statewide interagency agreement. Training will be based on the identified needs of programs, clients and LACDMH and DOR staff. Cross training will be provided at the local level as per individual MOU regarding each agency's services, regulations, policies and procedures.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- I. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
- II. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the Fiscal Year(s) covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.
- III. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- IV. There are no oral understandings or agreements that are not incorporated in this contract.
- V. Either party has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.
- VI. The contractor may make changes to existing line items within an approved budget category as long as such change is necessary for the provision of services to DOR consumers and consistent with the budget narrative. The budget categories are (1) Personnel, (2) Operating Expenses, and (3) Indirect/ Administrative Overhead. The Contractor will submit an explanation of the need for such change with the claim for payment. The change cannot result in the deletion of any line item. The State reserves the right to deny payment for any change that is determined by the State to be inappropriate. To make changes between budget categories requires a contract budget revision. Changes in line item amounts may not result in an increase of the total contract amount. Other than changes within categories, any alterations or variation to the contract must be contained in a written contract budget revision approved by State's Contract Office and/or written contract amendment, approved by the Department of General Services.

Exhibit B (Continued)

- VII. Staff Percentage of Time/Number of Hours.** The staff position percentages of time/number of hours stated in the budget narrative(s) are considered to be annualized percentages of time/number of hours. Over the term of the contract, the average of each staff position's actual percentage of time/number of hours claimed for the contract period cannot exceed the percentage of time/number of hours stated in the budget narrative for that position. Any changes to the budgeted percentage of time/number of hours of a staff position requires a contract revision. The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms.
- VIII. Prompt Payment.** The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors' a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.
- IX. Certified Expenditure.** Contractor shall certify to the State, on a monthly basis the actual expenditure of Contractor funds for Contractor's cost of operation in the Cooperative program as set forth in the "Cooperative Agency Certified Expenditure Budget Summary." All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the "Cooperative Agency Certified Expenditure Budget Summary."

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DR Program Budget Summary."

If the value of the actual time certified by the Contractor is below 25% of the actual total program cost, the "Service Budget" may be reduced after review by the DR Contract Administrator. State will not pay the Contractor for actual cost until the certified expenditure has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of

1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "Program Budget Summary" shall accrue to the State.

- X. Cash Match. Each fiscal year, Contractor will pay to State, quarterly, in advance, upon receipt of an invoice from State, all cash matching funds which are identified within the "Program Budget Summary" for that fiscal year. State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by State from Contractor shall be exclusive funds of State.

The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DR Program Budget Summary".

Los Angeles County Department of Mental Health

Attachment 1

Program Budget Summary

Fiscal Year 2004/05

July 1, 2004 - June 30, 2005

| | | <u>TOTALS</u> |
|-------------------------------------------------------------------------------------------------|-------|--------------------|
| DOR PROGRAM COSTS (From DOR Program Budget) | | \$3,513,043 |
| TOTAL COOPERATIVE AGENCY EXPENDITURES (From Cooperative Agency Certified Expenditure Budget) | | \$186,534 |
| <hr/> | | |
| TOTAL PROGRAM COST | | \$3,699,577 |
| Certified Expenditure | | |
| DOR Share | 25% | \$186,534 |
| | 75% | \$559,602 |
| Cash Expenditure | | |
| DOR Share | 21.3% | \$629,083 |
| | 78.7% | \$2,324,358 |
| <hr/> | | |
| TOTAL BUDGET | | \$3,699,577 |

Cooperative agency certified expenditure and cash expenditure must be from non-Federal Funds and can not be used to draw down other Federal Funds. The cash expenditure must equal at least 21.3% of the designated share and the certified expenditure must equal at least 25% of the designated share. The source of the certified expenditure contribution is county general funds

Los Angeles County Department of Mental Health

DOR Program Budget

Fiscal Year 2004/05

July 1, 2004 - June 30, 2005

6.26 FTE Counselor Units

DEPARTMENT OF REHABILITATION SERVICES

| <u>ITEM</u> | <u>FTE EXPENDITURE</u> | <u>FTE</u> | <u>TOTAL</u> |
|-----------------------------------------------|------------------------|------------|--------------|
| Rehabilitation Counselor | 1 FTE = \$101,377 | 5.25 | \$532,229 |
| Case Services (Individual Client Expenses) | | | \$329,822 |
| SUBTOTAL | | | \$862,051 |
| Case Service Contract/s to: | | | |
| <u>see attachment</u> | | | \$2,650,992 |
| _____ | | | \$0 |
| _____ | | | \$0 |
| _____ | | | \$0 |
| _____ | | | \$0 |
| _____ | | | \$0 |
| TOTAL DOR PROGRAM COST | | | \$3,513,043 |

**Los Angeles County Department of Mental Health
2004 - 2005 Cooperative Program
Case Service Contracts**

| | <u>Case Service Contract Amounts</u> | <u>County Match required to fund CSC</u> |
|-----------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------|
| Didi Hirsch Community Mental Health Center | \$113,969 | \$24,275 |
| Dubnoff Center | \$262,877 | \$55,993 |
| Enrichment Through Employment | \$187,924 | \$40,028 |
| Los Angeles Child Guidance Clinic | \$134,145 | \$28,573 |
| Mental Health Association Los Angeles County-The Village | \$498,839 | \$106,253 |
| Pacific Clinics | \$224,349 | \$47,786 |
| Portals - Community Connections | \$134,658 | \$28,682 |
| Portals - Mariposa Clubhouse | \$237,802 | \$50,652 |
| San Fernando Valley Community Mental Health Inc. | \$408,260 | \$86,959 |
| Special Service for Groups - Asian Pacific Counseling & Treatment Center | \$144,239 | \$30,723 |
| Step up on 2nd | \$112,519 | \$23,967 |
| The Help Group | \$191,411 | \$40,771 |
| TOTALS | \$2,650,992 | \$564,661 |

COOPERATIVE AGENCY-CERTIFIED EXPENDITURE BUDGET

Fiscal Year 2004/05
July 1, 2004 - June 30, 2005

Contractor Name and Address

County of Los Angeles-Department of
Mental Health
550 S. Vermont
Los Angeles, CA 90020

Cooperative agency agrees that it will make the following expenditures during the fiscal year ending June 30, 2005 in conformity with the following narrative section titled "Cooperative Agency-Certified Expenditure Budget Narrative". These are not legally mandated services and are not services that the Cooperative agency otherwise provides. ****NOTE**** No portion of the below expenditures shall come from Federal Funds.

| Item Expenditure PERSONNEL/POSITIONS | FTE | Total Expenditure Dollars | Percent of Expenditure Devoted to Program | Amounts Chargeable to Program |
|-------------------------------------------------------------------------------------------|-----|------------------------------|-------------------------------------------------|-------------------------------|
| Cooperative Program Chief (MF) | 1 | \$ 143,837.70 | 10% | \$ 14,383.77 |
| Vocational Services Supervisor I (RG) | 1 | \$ 96,949.05 | 90% | \$ 87,254.15 |
| Cooperative Data Coordinator (AA) | 1 | \$ 56,274.60 | 40% | \$ 22,509.84 |
| Rehabilitation Liaison II (BS, RA, RS, C) | 5 | \$ 458,038.50 | 5% | \$ 22,901.93 |
| Rehabilitation Liaison II (SB) | 1 | \$ 66,646.35 | 5% | \$ 3,332.32 |
| Rehabilitation Liaison I (LV) | 1 | \$ 79,995.00 | 5% | \$ 3,999.75 |
| Rehabilitation Liaison I (EU) | 1 | \$ 58,560.00 | 5% | \$ 2,928.00 |
| OPERATING | | | | |
| Indirect Cost/Administrative Overhead: | | 18.5776% | | |
| AL EXPENDITURES "CERTIFIED" BY COOPERATIVE AGENCY (Rounded to the Nearest Dollar): | | | SUBTOTAL | \$157,309.75 |
| | | | | \$29,224.38 |
| | | | | \$186,534 |

LOS ANGELES COUNTY DMH

COOPERATIVE AGREEMENT

CERTIFIED EXPENDITURE BUDGET NARRATIVE

JULY 1 2004- JUNE 30, 2005

PERSONNEL

The following personnel will be assigned to the cooperative program. These personnel will function for a specified portion of their time in a Vocational Rehabilitation (VR) role, and that portion of their time will be certified for use by DR for General matching purposes (see Cooperative Agency Certified Budget Summary). This role will involve the provision of specific VR services which are other than the traditional personnel roles/services of the Cooperative Agency. In order to identify the difference in function between their Cooperative Agency role and their VR role, the following comparisons are made between their traditional role and their VR role, the following comparisons are made between their traditional and new duties (which constitute a "new pattern of service").

All of the staff positions listed below are based on a 40 hour work week.

| <u>Cooperative Agency Functions</u> | <u>Cooperative Program Functions</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MH District Chief 1@ 90% FTE Directs the administration of the Countywide Community-Based Programs, including developing and controlling the annual budget for the Programs and planning, assigning, and directing the work | Cooperative Program Chief 1@ 10% FTE <ul style="list-style-type: none">• Serves as contract administrator of the cooperative contract between LACDMH and DOR.• Attends cooperative |

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| <p>of the programs</p> | <p>meetings, as appropriate</p> <ul style="list-style-type: none"> • Completes cooperative program time records monthly. • Supervises administrative staff providing support to the cooperative program under cooperative auxiliary services. • Collaborates with DOR staff to develop and implement a County-wide data system for the cooperative program. • Participates in the annual negotiation of the cooperative contract • Participates in quarterly cooperative administrative meetings, as appropriate |
| <p>Occupational Therapist Supervisor I 1@ 10% FTE Provides administrative and supervisory services for the DMH CALWorks employment services unit that includes occupational therapists I & II, employment specialists and support staff.</p> | <p>Vocational Services Supervisor I 1@ 90% FTE</p> <ul style="list-style-type: none"> • Supervises rehabilitation liaisons contract services to DOR clients. • Monitors the contract tracking system regarding contract service outcomes. • Negotiates contract issues and concerns on a local level with all cooperative contract partners. • Participates in DOR/LACDMH staffing meetings and DOR/LACDMH program in-service meetings. • Completes cooperative |

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| | <p>program time records monthly.</p> <ul style="list-style-type: none">• Liaison with case service contract providers, local DOR staff, and county operated clinic staff involved in MOUs.• Participates in local meetings with case service contract providers, DOR staff, and county operated clinic staff, as appropriate• Oversees CARF standards per DOR requirements.• Provides training to new staff involved in cooperative program activities.• Participates in the annual negotiation of the cooperative contract.• Participates in quarterly cooperative administrative meetings |
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**Medical Case Worker II
60% FTE**

Develops and maintains a database of services for LACDMH clients receiving employment services. Works with LACDMH billing units as it is related to LACDMH employment services.

**Cooperative Data Coordinator
40% FTE**

- Prepares cooperative program statistical reports on a regular basis for the purpose of monitoring the cooperative contract, case service contracts, and MOUs.
- Attends cooperative meetings, as appropriate
- Completes cooperative program time records monthly.
- Develops and maintains a staff time tracking system and provides training to cooperative staff to use the system to track certified expenditures
- Review LACMH client listing and production reports (based on project codes) from DOR on a monthly basis, and identify the clinic or provider agency providing MH services to clients coded L25 .

**Occupational Therapist II
5 staff , each at 95% FTE**

- Provides vocational screening services for LACDMH clients.
- Documents and submits billings for services rendered to DMH clients.
- Attends and participates in DMH clinic meetings and client staffings.

**Rehabilitation Liaison II
5 staff, each at 5% FTE**

- Completes County vocational program intakes and establish client files of DOR referred clients.
- After DOR case is opened, obtains medical records and other appropriate information from County MH records to assist the

- Assists client with accessing community resources needed to achieve their employment goals
- Collaborates with other DMH, DOR, and CALWORKS staff to provide services relating to assisting mutual consumers in achieving employment goals.
- Attends monthly and weekly DMH staff meetings
- Actively participates in the psychosocial rehabilitation team and determine services available for client

DOR counselor to determine eligibility and LSOD.

- Acts as resource and consultant regarding the development of the IPE.
- Consults for, and participates in, coordinated meetings/staffings between DOR, DOR clients and County MH staff to determine agreements for service provision.
- Collaborates with DOR, referral sources, significant others, and/or cooperative program staff regarding vocational services for DOR clients.
- Intervenes with employment related issues/events which could interfere with client's successful completion of their IPE (i.e. Dispute and altercations with co-workers or supervisor, sudden illness on the work site, theft on the job site, non-compliance of work place regulations) and make appropriate referrals to center clinical staff as needed.
- Attends weekly and quarterly DMH/DOR meetings
- Provides DOR with copies of completed evaluations.
- Completes cooperative

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| | <p>program time records monthly.</p> |
| <p>Recreation Therapist II 1 staff @ 95% FTE</p> <ul style="list-style-type: none"> • Plans, organizes, and directs a recreation therapy program designed to assist in the treatment and rehabilitation of MH Center patients • Conducts and supervises a variety of individual and group therapeutic, recreation, social and physical activities focused on the restoration of physical, mental, and social capabilities of Center patients • Contributes to the MH rehabilitation services by participating in case conferences, administrative meetings and/or serving on special committees representing recreation therapy • Develops and maintains liaisons with schools, community agencies, and recreation facilities to encourage their participation in recreation therapy and coordinates after care follow-up programs | <p>Rehabilitation Liaison II 1 staff @5% FTE</p> <ul style="list-style-type: none"> • Completes County vocational program intakes and establish client files of DOR referred clients. • After DOR case is opened, obtains medical records and other appropriate information from County MH records to assist the DOR counselor to determine eligibility and LSOD. • Acts as resource and consultant regarding the development of the IPE. • Consults for, and participate in, coordinated meetings/staffings between DOR, DOR clients and County MH staff to determine agreements for service provision. • Collaborates with DOR, referral sources, significant others, and/or cooperative program staff regarding vocational services for DOR clients. • Intervenes with employment related issues/events which could interfere with client's successful completion of their IPE. (i.e. dispute and altercations with co-workers |

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| | <p>or supervisor, sudden illness on the work site, theft on the job site, non-compliance of work place regulations) and makes appropriate referrals to center clinical staff as needed.</p> <ul style="list-style-type: none"> • Attends weekly and quarterly DMH/DOR meetings • Provides DOR with copies of completed evaluations. <p>Completes coop program time records monthly.</p> |
| <p>HMHC Employment Specialist/ Mental Health Analyst I 1 staff @ 95% FTE Provides each client:</p> <ul style="list-style-type: none"> • Prevocational services to: • Job Development: • Post employment services: • Refers clients for services with other community agencies. • Staffs client cases with other Center staff. | <p>Rehabilitation Liaison I 1 staff @ 5% FTE</p> <ul style="list-style-type: none"> • Completes County vocational program intakes and establish client files of DOR referred clients. • After DOR case is opened, obtains medical records and other appropriate information from County MH records to assist the DOR counselor to determine eligibility and LSOD. • Acts as resource and consultant regarding the development of the IPE. • Consults for, and participate in, coordinated meetings/staffings between DOR, DOR clients and County MH staff to determine agreements for service provision. |

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| | <ul style="list-style-type: none"> • Collaborates with DOR, referral sources, significant others, and/or cooperative program staff regarding vocational services for DOR clients. • Intervenes with employment related issues/events which could interfere with client's successful completion of their IPE. (i.e. Dispute and altercations with co-workers or supervisor, sudden illness on the work site, theft on the job site, non-compliance of work place regulations) and make appropriate referrals to center clinical staff as needed. • Attends weekly and quarterly DMH/DOR meetings • Provides DOR with copies of completed evaluations. • Completes cooperative program time records monthly |
| <p><u>Mental Health Services</u> <u>Coordinator 1 position @ 95% FTE</u></p> <ul style="list-style-type: none"> • Serves as employment specialist for center clients. • Completes forms to establish an employment file • Develops a database of | <p><u>Rehabilitation Liaison I</u> <u>1 position @ 5% FTE</u></p> <ul style="list-style-type: none"> • Obtains medical records and other appropriate information from County MH records to assist the DOR counselor to determine eligibility. • Acts as resource and consultant regarding the |

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| <p>employers who are interested in hiring center clients</p> <ul style="list-style-type: none"> • Meets with employer after center clients are placed on the job | <p>development of the IPE.</p> <ul style="list-style-type: none"> • Consults for, and participates in, coordinated meetings/staffing between DOR, DOR clients and County MH staff to determine agreements for service provision. • Collaborates with DOR, referral sources, significant others, and/or cooperative program staff regarding vocational services for DOR clients. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Administrative Overhead

Costs represent administrative overhead, inclusive of administrative/accounting; office space and equipment and supplies usage. The indirect cost rate is 18.5776%. Costs are claimed in accordance with Short Doyle/Medi-Cal cost report instructions per MH 1960.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

2. **Contract Manual**

Contractor acknowledges that it was provided with and is familiar with the provisions of the Department of Rehabilitation's Contract Manual for the Fiscal Year(s) covered under this contract, and it specifically agrees that it will comply with all applicable provisions of the Contract Manual. Match requirements are applicable to Cooperative Programs only.

3. **Settlement of Disputes**

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the Contractor and State shall be brought to the attention the local Department of Rehabilitation District Administrator and a designated representative of the contractor for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s), at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

4. **Rehabilitation Act**

By signing this contract, Contractor certifies that it shall comply with all provisions of the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.) and applicable federal and state regulations.

Notwithstanding provisions to the contrary, State shall supervise provision of vocational rehabilitation services authorized by the Rehabilitation Act of 1973, as amended, and the State Plan for Vocational Rehabilitation Services. Client eligibility and scope of services to be provided under the terms of this contract shall be determined by State in accordance with all applicable laws and

Exhibit D (Continued)

regulations. Program expenditures and staff providing services under the cooperative arrangement are under the administrative supervision of State.

State shall assign to serve as program staff, State employed vocational rehabilitation case carrying staff, and other personnel required to discharge its functions under the terms of this contract, the Rehabilitation Act of 1973, as amended (29 USC Section 701 et seq.), and the State Plan for Vocational Rehabilitation Services. This shall include all administrative, supervisory, technical, and consultative services necessary to fulfill State's responsibilities under the terms of this contract.

5. **Travel**

The Contractor agrees that all travel and per diem paid its employees under this contract shall be at rates not to exceed those amounts paid to the State's non-represented employees. No expense for travel outside of the State of California shall be reimbursed.

6. **Personnel Standards**

Contractor shall maintain personnel standards in accordance with the Code of Federal Regulations, 34 CFR 361.51(b).

7. **Confidentiality**

Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by State. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by State.

Contractor agrees to maintain the confidentiality of any information concerning any individual clients it may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

8. **Audit Requirements**

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable Office of Management and Budget Circular.

Exhibit D (Continued)

Contractor shall provide State's staff access to all Contractor's records and evaluations of individuals referred to the program, with the written consent of the individual.

State shall have the right to conduct inspections and/or audits of Contractor to determine whether expenditures by Contractor were made in compliance with this contract, the Department of Rehabilitation's Contract Manual for the fiscal year(s) covered under this contract and other applicable federal or state statutes and regulations. Contractor agrees that Department of Rehabilitation, State Controller's Office, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review, obtain, and copy all records pertaining to performance of the contract or relevant to determining whether expenditures by Contractor were made in accordance with the contract and applicable laws and regulations. Contractor agrees to provide such auditors with any relevant information requested and shall permit the auditors access to its premises during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to the audit or investigation. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

9. Principles and Standards for Determining Allowable Costs, including Requirements for Documenting Personnel Activity Chargeable to the Contract

The Federal Office of Management and Budget (OMB) has established cost principles for determining allowable costs chargeable to Federal awards. Contracts awarded by the Department, including this contract, are subject to these cost principles as defined in the OMB Circulars.

The Contractor agrees to abide by the cost principles applicable to its organization as specifically defined in the following:

OMB Circular A-21: Cost Principles for Educational Institutions (Colleges and Universities – CSU/UC)

OMB Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments (Counties, Cities, Special Education Local Plan Areas, School Districts, Regional Occupation Programs, and other State and Local government agencies; generally applicable to Community College Districts)

OMB Circular A-122: Cost Principles for Non-Profit Organizations

Exhibit D (Continued)

Further, documenting and supporting the distribution of personnel activity to the contract is critical. The Contractor agrees to comply with the OMB Circular applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars.

The applicable Federal and State laws and regulations, including OMB Circulars, take precedence, except where the contract is more restrictive.

10. **Pattern of Service**

The services provided by the Contractor under this contract cannot be the customary or typical services, but rather the services must have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

11. **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By signing this contract, contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

Exhibit E
Additional Provisions

I. Contract Monitoring and Reporting

The DOR Contract Administrator will monitor this contract through monthly communication with the Los Angeles County Department of Mental Health Contract Administrator, Case Service Contractors, county operated clinic staff, and DOR liaison staff. DOR and LACMH staff will attend quarterly meetings to assess progress towards goals, best practices and unresolved issues.

The cooperative agency will:

- Submit monthly certified expenditure invoices to the DOR contract administrator;
- Maintain cooperative communication with local county operated clinic staff, case service contract staff, and DOR liaison staff.
- Cooperative Data coordinator will review LACMH client listing and production reports (based on project codes) from DOR on a monthly basis, and identify the clinic or provider agency providing MH services to clients coded L25 by the DOR counselor.
- Staff in county mental health centers with an MOU with DOR will review LACMH client listing and production reports from DOR on a monthly basis and verify the accuracy of the client listing.

The DOR Contract Administrator will monitor the contract by:

- Review and approve certified expenditure invoices from LACMH monthly;
- Review monthly production reports and client listings;
- Periodically review personnel activity reports completed by certified time staff.
- Act as a troubleshooter/problem solver at the administrative level for DOR regarding issues for the cooperative contract, associated case service contracts, and/or MOUs.

- Attend local, district, and countywide Cooperative meetings as the DOR administrative level representative, and elevate issues to other staff as appropriate to facilitate problem-solving.

DOR district staff will:

- Attend and participate in quarterly meetings with local MH partner agencies to review production reports, client lists, participate in cross-training, and participate in trouble shooting and problem-solving activities.
- Review monthly production reports and client lists received from DOR collaborative services section and verify the accuracy of the client list with the local MH cooperative partner agency on a monthly basis.
- Participate in countywide cooperative meetings as they occur.

II. Transportation

The Los Angeles County Department of Mental Health will not be transporting DOR clients for the purposes of this contract.

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division**

**FISCAL YEAR 2004-2005 DR/DMH COOPERATIVE AGREEMENT
PROVIDERS AND SITES**

Contracted Agencies**Directly-Operated Clinics**

| | |
|-------------------------------------------------------------------------------------|-----------------------------------|
| Didi Hirsch Psychiatric Service | American Indian Counseling Center |
| Dubnoff Center for Child Development and Educational Therapy, Inc. | Antelope Valley MHC |
| Enrichment Through Employment (ETE) | Arcadia MHC |
| The Help Group Child and Family Center | Augustus F. Hawkins MHC |
| The Los Angeles Child Guidance Clinic | Compton MHC |
| Mental Health Association in Los Angeles County dba The Village Integrated Services | Edelman Westside MHC |
| Pacific Clinics | Hollywood MHC |
| Portals – Community Connections – Mariposa Clubhouse | Long Beach MHC |
| Step Up On Second Street, Inc. | Northeast MHC |
| San Fernando Valley Community MHC, Inc. | Palmdale MHC |
| Special Service For Groups (Asian Pacific Counseling and Treatment Center) | Rio Hondo MHC |
| | San Fernando MHC |
| | San Pedro MHC |
| | Santa Clarita MHC |
| | South Bay MHC |
| | West Central MHC |
| | West Valley MHC |

**RESOLUTION OF
THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES AND
THE STATE OF CALIFORNIA**

WHEREAS, County wishes to ensure access to vocational rehabilitation services for Department of Mental Health (DMH) clients with chronic and persistent mental illness.

NOW, THEREFORE BE IT RESOLVED, that the County of Los Angeles Board of Supervisors does hereby authorize Marvin J. Southard, D.S.W., Director of Mental Health, to accept the Cooperative Agreement for Fiscal Year 2004-2005 with the State Department of Mental Health.

The foregoing Resolution was adopted on the 15th day of June, 2004 by the Board of Supervisors of the County of Los Angeles, and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities, for which said Board so acts.

VIOLET VARONA-LUKENS,
Executive Officer-Board of Supervisors
of the County of Los Angeles

By *Gloria Molina*
~~Chairman, Board of Supervisors~~
CHAIRMAN PRO TEM, BOARD OF SUPERVISORS

By *Lupita J. Villalobos*
DEPUTY



APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By *Richard K. Wear*
Principal Deputy County Counsel

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VIOLET VARONA-LUKENS,
Executive Officer-Board of Supervisors
of the County of Los Angeles

By *Gloria Molina*
Chairman, Board of Supervisors
CHAIRMAN PRO TEM, BOARD OF SUPERVISORS

By *Sybil J. Sillalobos*
DEPUTY



APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By *Richard K. Mason*
Principal Deputy County Counsel