



County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

DAVID SANDERS,
PH.D.

Director

April 20, 2004

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

Dear Supervisors:

**APPROVE AMENDMENT NUMBER ONE TO AGREEMENT
NUMBER 73301 TELEGRAM/MESSENGER DELIVERY SERVICE
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign Amendment Number One to Agreement Number 73301 for Telegram/Messenger Delivery Services with JD Attorney and Messenger Service to extend the Agreement for six additional months, from May 1, 2004 through October 31, 2004, with an increase of \$200,000 in the Maximum Contract Sum which will be financed using 55% (\$110,000) Federal revenue, 32% (\$64,000) State revenue and 13% (\$26,000) net County cost. The revised Maximum Contract Sum for the three and one-half year term of the Agreement is \$1,400,000. Sufficient funding is included in the FY 2003-04 Adopted Budget and DCFS' FY 2004-05 Budget Request.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will enable the Department of Children and Family Services (DCFS) to continue to utilize telegram/messenger delivery services to provide timely notification of Dependency Court hearings and other legal proceedings to parents, guardians and caretakers when a petition has been filed involving their child/children. This notification is required by law as outlined in the California Welfare and Institutions Code section 290.1. Failure to deliver timely notification may result in substantial hardship to parents, guardians and caretakers and their child/children; may cause the cancellation of court hearings; and may result in monetary sanctions against DCFS.

Amendment Number One extends the contract for six months and provides for a rate increase of \$0.75 in the price of delivery due to Contractor's high cost of gas/fuel in providing the services in the extension period.

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

The current Agreement expires on April 30, 2004. The six-month extension period will allow DCFS to complete the Request for Proposal (RFP) process to solicit proposals without disrupting the services for delivery of timely notices of court hearing proceedings.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan. The provision of timely notification of hearings/legal proceedings is consistent with Goal #1 (Service Excellence), Goal #4 (Fiscal Responsibility) and Efforts to provide services with the intent to improve the health, safety and survival, emotional and social well-being of children and families in Los Angeles County are consistent with Goal #5 (Children and Families' Well Being).

FISCAL IMPACT/FINANCING

The six-month extension and higher delivery rate will increase the Maximum Contract Sum by \$200,000 which will be financed using 55% (\$110,000) Federal revenue, 32% (\$64,000) State revenue and 13% (\$26,000) net County cost. The revised Maximum Contract Sum for the three and one-half year term of the Agreement is \$1,400,000. Sufficient funding is included in the FY 2003-04 Adopted Budget and DCFS' FY 2004-05 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current three-year Agreement was approved by the Board on April 3, 2001 and is effective May 1, 2001 through April 30, 2004. In compliance with State regulations, DCFS received approval from the California Department of Social Services to extend the Agreement with the Contractor for an additional six (6) months, from May 1, 2004 through November 30, 2004.

The Agreement is a fixed, flat rate price per telegram/mailgram delivered. For the extension period, the Contractor requested a rate increase due to the increase in the cost of gas/fuel since May 2001 when the Agreement was executed. Additionally, there is no expectation that gas/fuel costs will decline significantly during the extension period (May through November, 2004). A fuel cost comparison was conducted by DCFS, and it was determined that the requested fuel cost increase is reasonable. The analysis indicates gas costs have increased 33.4% since May 2001 and the contractor's requested rate increase of \$0.75 per delivery is a 31.78% increase. The current delivery rates range from \$17.50 to \$39.95, depending upon location of the delivery. The new delivery rates will range from \$18.25 to \$40.70, depending on the location of the delivery.

DCFS was in the process of preparing a RFP which required the delivery of written notification to be accomplished via telegram. It was subsequently determined that

State and federal laws do not limit the method of delivery to telegrams. The RFP is now being rewritten and will not specify a delivery method. This will promote results-based contracting by allowing bidders to determine the best and most efficient method on which to develop their proposals.

Amendment Number One includes Board approved provisions requiring Contractor to notify County when expenditures under this Agreement total 75% of the Maximum Contract Sum as well as the mandatory requirement to register on County' WebVen, notice to employees regarding the Safely Surrendered Baby Law, and Contractor's acknowledgement of County's commitment to the Safely Surrendered Baby Law. The Amendment also includes an updated version of the GAIN/GROW Participants for Employment provision and the Compliance with Jury Service Program provision.

County Counsel and the Chief Administrative Office have reviewed this Board letter. Amendment Number One has been approved as to form by County Counsel.

CONTRACTING PROCESS

No additional contract process was used because Amendment Number One extends the current Agreement. The six-month extension, will allow telegram/messenger services to continue while DCFS releases and completes an RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the Amendment Number One will allow DCFS to deliver timely notification of initial dependency legal proceedings to statutorily required persons without interruption.

CONCLUSION

Upon execution of Amendment Number One to Agreement Number 73301, it is requested that the Executive Officer-Clerk of the Board send an executed copy of the adopted Board Letter and any attachments to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. Office of the County Counsel
Attention: Kathleen Bramwell, Senior Deputy County Counsel
201 Centre Plaza Drive, Ground Floor
Monterey Park, CA 91754

The Honorable Board of Supervisors
April 20, 2004
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3. JD Attorney & Messenger Service
John J. Diaz, President
2690 West Pico Blvd.
Los Angeles, CA 90006

Respectfully submitted,

DAVID SANDERS, Ph.D.
Director

DS:sn

Attachments (4)

c: Chief Administrative Office
County Counsel

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 73301
TELEGRAM/MESSENGER DELIVERY SERVICES**

This Amendment Number One to the Agreement Number 73301, adopted by the Board of Supervisors on April 3, 2001, is made and entered into at Los Angeles, California, this _____ day of _____, 2004, by and between the County of Los Angeles, hereinafter referred to as "COUNTY," and JD Attorney & Messenger Service, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

WHEREAS, the parties have previously entered into an Agreement to provide telegram/messenger delivery services to ensure timely notification of Dependency Court hearings and other legal proceedings to parent, guardians, and caretakers when a petition has been filed involving their child/children, and

WHEREAS, COUNTY has determined a need to extend Agreement Number 73301 for an additional six-month period, from May 1, 2004 through October 31, 2004; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. TABLE OF CONTENTS is amended to add Sections 50.0, 51.0, 52.0, 53.0 and to add Exhibit B-2, Exhibit K, and Exhibit L as follows:

50.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN.....	29
51.0	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDER BABY LAW.....	29
52.0	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	30
53.0	COOMPLIANCE WITH JURY SERVICE PROGRAM.....	32

Exhibit B-2: Pricing and Billing Schedule for the Period May 1, 2004 through October 31, 2004

Exhibit K: Safely Surrendered Baby Law Fact Sheet

Exhibit L: Los Angeles County Code 2.203 (Jury Service Program)

2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsections 1.2 and 1.3, pages 2 and 3, are modified to read as follows:

1.2 Exhibits A, A-1, B, B-1, B-2, C, D, E, F, G, H, I, J, K and L, set forth below are attached to and incorporated by reference in this Agreement.

1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

- Exhibit A: Statement of Work
- Exhibit A-1: Telegram Delivery and Confirmation Performance Requirement Summary
- Exhibit B: Pricing and Billing Rate Schedule
- Exhibit B-1: Budget
- Exhibit B-2: Pricing and Billing Rate Schedule for the Period May 1, 2004 through October 31, 2004
- Exhibit C: Staffing Plan
- Exhibit D: Certification of Independent price Determination
- Exhibit E: Contractor's Equal Employment Opportunity (EEO) Certification
- Exhibit F: Community Business Enterprise Form (CBE)
- Exhibit G: Employee Acknowledgment and Confidentiality Agreement
- Exhibit H: Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit I: Office of Management and Budget (OMB) Circulars A-122 & A-87
- Exhibit J: Internal Revenue Notice 1015
- Exhibit K: Safely Surrendered Baby Law Fact Sheet
- Exhibit L: Los Angeles County Code 2.203 (Jury Service Program)

3. Section 3.0, **TERM AND TERMINATION**, page 2, is deleted in its entirety and replaced by the following to read:

3.0 TERM AND TERMINATION

3.1 The term of this Agreement shall commence on May 1, 2001 or date of execution by the DCFS Director, whichever is later, and shall continue through April 30, 2004, unless terminated earlier as provided herein.

3.2 The term of this Agreement shall be extended for a six-month period commencing on May 1, 2004 through October 31, 2004, unless terminated earlier as provided herein.

4. Section 4.0, **CONTRACT SUM**, Subsections 4.1 and 4.2, page 3, is modified to read as follows:

- 4.1 For the period within the term of this Agreement from May 1, 2001 through April 30, 2004, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, the Statement of Work, and Exhibit A-1, the Telegram Delivery and Confirmation Performance Requirements Summary, and at the rate of compensation set forth in Exhibit B, the Pricing and Billing Rate Schedule. For the period within the term of this Agreement from May 1, 2004 through October 31, 2004, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, the Statement of Work, and Exhibit A-1, the Telegram Delivery and Confirmation Performance Requirements Summary, and at the rate of compensation set forth in Exhibit B-2, the Pricing and Billing Rate Schedule for the Period May 1, 2004 through October 31, 2004.
- 4.2 The total amount payable under this Agreement is One Million Two Hundred Thousand Dollars (\$1,200,000), Maximum Contract Sum. The maximum amount payable under this Agreement for each of the contract years shall not exceed Four Hundred Thousand Dollars (\$400,000), Maximum Annual Contract Sum. The Maximum Contract Sum shall not exceed Two-Hundred Thousand Dollars (\$200,000) for the contract extension period from May 1, 2004 through October 31, 2004.
5. Section 5.0 **PAYMENT AND INVOICES**, Subsection 5.2, page 3, is modified to read as follows:
- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain under the Agreement. All such services rendered by CONTRACTOR for the period May 1, 2001 through April 30, 2004 shall be paid in accordance with Exhibit B, Pricing and Billing Schedule. All such services rendered by CONTRACTOR for the period May 1, 2004 through October 31, 2004 shall be paid in accordance with Exhibit B-2, Pricing and Billing Schedule for the Period May 1, 2004 through October 31, 2004.
6. Section 5.0 **PAYMENT AND INVOICES**, Subsection 5.10, page 4, is added to read as follows:
- 5.10 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0 Payment and Invoices, and 11.0 Notices, of this Agreement, when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0 Payments and Invoices, and 11.0 Notices, of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those

persons and addresses which are set forth in Sections 5.0 Payments and Invoices, and 11.0 Notices.

7. Section 11.0, **NOTICES**, Subsection 11.1, page 9, is modified to read as follows:

11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

David Sanders, Ph.D., Director
County of Los Angeles
Department of Children and Family Services
Attention: Contracts Administration
425 Shatto Place
Los Angeles, California 90020

8. Section 39.0, **CONSIDERATION OF HIRING GAIN PARTICIPANTS**, is deleted in its entirety and is replaced with the following new section:

39.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

39.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

39.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando
Valley
21415 Plummer Street

Chatsworth, CA 91311

Region II – West San Fernando Valley Santa Clarita Sub-Office 27233 Camp Plenty Road Canyon Country, CA 91351	Region II – West San Fernando Valley Palmdale Sub-Office 1050 E. Palmdale Blvd. #204 Palmdale, CA 93550
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Region III – San Gabriel Valley 3216 Rosemead Blvd. El Monte, CA 91731	Region III – San Gabriel Valley GAIN Cal-Learn Branch 3220 Rosemead Blvd. El Monte, CA 91731
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Region IV – Central and West County 2910 W. Beverly Blvd. Los Angeles, CA 90057	Region IV – Central and West County Exposition Park Sub-Office 3965 S. Vermont Los Angeles, CA 90037
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Region V – South County 2959 Victoria Street Rancho Dominguez, CA 90221	Region VI – Southeast County 5460 Bandini Blvd. City of Bell, CA 90201
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Region VII – East San Fernando County
3307 N. Glenoaks Blvd.
Burbank, CA 91504

39.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

39.4 CONTRACTOR is exempt from the provisions of this Section 39.0 if it is a governmental entity.

9. Section 50.0, **MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**, is added to read as follows:

50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

10. Section 51.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

51.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDER BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K, Safely Surrender Baby Law Fact Sheet, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

11. Section 52.0, **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added to read as follows:

52.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractor's to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

10. SECTION 53.0, **COMPLIANCE WITH JURY SERVICE PROGRAM**, is added to read as follows:

53.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit L and incorporated by reference into and made a part of this Contract.

53.1 Written Employee Jury Service Policy

53.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

53.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section 53.0. The provisions of this Section 53.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

53.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Jury Service Program.

53.1.4 CONTRACTOR's violation of this Section 53.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

11.0 Exhibit B-2, Pricing and Billing Schedule for the Period May 1, 2004 through October 31, 2004 is added to Exhibit B-1.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND AFFECT.

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 73301
TELEGRAM/MESSENGER DELIVERY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number One to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment Number One to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

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

By _____

JD Attorney & Messenger Service

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
County Counsel

PRICING AND BILLING SCHEDULE

For the period May 1, 2004 through October 31, 2004

The total price for performance of all tasks outlined (including, but not limited to the Statement of Work, Telegram Delivery and Confirmation Performance Requirements Summary, exhibits, attachments and Agreement) by telegram classification list below is as follows:

<u>Telegram Classification</u>	<u>Flat Rate Per Telegram</u>
Telegram Service (LA, Orange, Ventura, Riverside, San Bernardino, Kern or San Diego Counties)	\$ <u>18.25</u>
Telegram Service (Anywhere in the USA other than Counties Named above)	\$ <u>23.70</u>
International Telegram Service (Canada, Mexico, China, Japan, Taiwan and Countries of the EU)	\$ <u>30.70</u>
International Telegram Service (Anywhere in the World other than Countries Named above)	\$ <u>40.70</u>

EXHIBIT K

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT L

JURY SERVICE ORDINANCE

“Contractor Employee Jury Service”

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)