County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
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WILLIAM T FUJIOKA
Chief Executive Officer

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MICHAEL D. ANTONOVICH
Fifth District

May 20, 2008

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

Dear Supervisors:

DEPARTMENT OF MENTAL HEALTH: APPROVAL TO INCREASE THE CONTRACTED RATE FOR FOUR EXISTING TEMPORARY PSYCHIATRIST SERVICES AGREEMENTS WITH LOCUM TENENS CONTRACTORS (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

Request approval to increase the contracted rate (daily and hourly) for Locum Tenens contractors who find psychiatrists to work in the Antelope Valley during periods of critical psychiatrist staffing shortage. This increase will provide Locum Tenens contractors with a more competitive contracted rate for servicing the Antelope Valley when the Department of Mental Health experiences extreme difficulty with recruitment and retention of permanent psychiatrists in the Antelope Valley.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health, or his designee, to prepare and execute amendments to existing Temporary Psychiatrist Services Agreements with four Locum Tenens (LT) contractors, Interim Physicians, Jackson & Coker, Medsource Consultants, and National Medical Registry, as listed in Attachment I. The Amendment, substantially similar to Attachment II, will increase the contracted rate from $1,050 per day ($131.25 hourly rate) to $1,600 per day ($200 hourly rate) for LT contractors who find psychiatrists during periods of critical shortage to work in the Antelope Valley, an extremely difficult-to-recruit geographic area. Funding for the increased contracted rate is derived from utilization of vacant budgeted psychiatrist positions.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare and execute future new agreements with prospective, qualified LT contractors and future amendments to agreements, provided that: 1) the County's payments to each contractor under the Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable contracted rates; 2) any increase shall be used to meet program needs; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Executive Officer (CEO), or their designee, is obtained prior to the execution of any such amendment; and 5) the Director of Mental Health provides written notification to your Board within 30 days after the execution of any Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required to allow the Department of Mental Health (DMH) to provide LT contractors with a more competitive contracted daily rate for the provision of LT psychiatrists in the Antelope Valley, on an as-needed basis, to meet DMH's emergent and unanticipated needs when it experiences a serious psychiatrist shortage and cannot fill vacant positions expeditiously with permanent new hires in the Antelope Valley. This LT contracted rate increase will apply to the Antelope Valley only during periods of critical shortage based upon DMH's ongoing monitoring of existing psychiatrist vacancy rates, length of time of unanticipated absences/vacancies, active caseloads, and the inability to arrange for permanent psychiatrist employees to voluntarily provide temporary coverage.

The departmentwide Mental Health Psychiatrist vacancy rate is currently 17 percent. However, the Antelope Valley is experiencing an overall 38 percent vacancy rate for Mental Health Psychiatrists, which is higher than any other service area. DMH has experienced difficulty recruiting psychiatrists to fill permanent positions in the Antelope Valley, primarily due to its remote location and the commuting distance from the Los Angeles metropolitan area. This critically high vacancy rate has made it extremely difficult to provide uninterrupted access to mental health services for clients especially when one or more psychiatrists are absent.

On November 6, 2007, your Board approved an increased LT contracted rate of $1,050 per day ($131.25 hourly rate) for child and adolescent psychiatrists and general psychiatrists assigned to difficult-to-recruit work sites, which included the Antelope Valley. Since then, the four existing LT contractors with whom DMH has agreements have been unable to successfully recruit qualified psychiatrists/subcontractors to work at directly operated locations in the Antelope Valley. The reason for this LT recruitment difficulty is attributed to independent contractor psychiatrists' acceptance of temporary work assignments with other LT agencies that contract with the California State Prison in Lancaster, which pays a significantly higher hourly reimbursement rate range of $188.50 to $200 per hour.

Board approval of a $1,600 per day rate is justified for LT contractors who subcontract with psychiatrists who are willing to accept a work assignment in the Antelope Valley. This $550 daily rate increase ($68.75 hourly rate increase) is consistent with the prevailing LT contracted rate structure offered by the California Department of Corrections and Rehabilitation (CDCR).

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan's Programmatic Goal No. 1, "Service Excellence." The ability to meet DMH's critical psychiatrist staffing needs on a temporary and intermittent basis will enhance DMH's effectiveness in providing the public with access to quality mental health care.

FISCAL IMPACT/FINANCING

There is no increase in net County cost. The amended rate increases will be funded by vacant budgeted psychiatrist positions included in DMH's Fiscal Year (FY) 2007-08 Adopted Budget and FY 2008-09 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In July 2000, facing a vacancy rate of 30 percent for Mental Health Psychiatrists, DMH developed a multi-pronged Enhanced Psychiatrist Recruitment Program to attract candidates and to improve the hiring process. Despite the success of this intensive recruitment program and the consistent utilization of advanced step placements for qualified new hires, the Department has continued to experience extreme difficulty recruiting Mental Health Psychiatrists to fill permanent positions in the Antelope Valley.

During the last three years, DMH has made contact with approximately 450 psychiatrist candidates and hired about 100 of these individuals. However, due to the location of the work sites in the Antelope Valley, the majority of the potential candidates were not willing to consider working in that geographic area. Of the 450 candidates, only 16 (3.5 percent) were willing to consider interviewing in the Antelope Valley. Of the new hires, only two (2 percent) were hired to work in the Antelope Valley.

Recruitment of Mental Health Psychiatrists has become more difficult countywide since CDCR authorized significantly higher salaries as of January 1, 2007 for correctional personnel, including psychiatrists, as a result of a federal court mandate.

The Antelope Valley, which is located in Supervisorial District 5 and Mental Health Service Area 1, continues to experience a critically high vacancy rate (38 percent) and is seriously impacted by the inability to recruit and retain permanent psychiatrists. To deal with this critical psychiatrist staffing shortage in the Antelope Valley, DMH has attempted to improve the situation by asking Mental Health Psychiatrists assigned to other DMH sites to voluntarily provide critically needed psychiatric coverage either by working overtime or by rotating days/splitting time between their regular worksite and the Antelope Valley site. Mileage reimbursement and paid travel time from their regular assigned site to the Antelope Valley site have been offered.

To date, other than the Department's Medical Director and Regional Medical Directors, only one of more than 200 psychiatrists has volunteered to commute and temporarily provide services as needed in the Antelope Valley. Even if additional Mental Health Psychiatrists were to volunteer, this temporary measure could reduce the ability of psychiatrists from other sites to serve their existing patients, impose a strain on their colleagues' caseloads, and potentially undermine the mental health system overall by negatively impacting access to psychiatric services. The Department has chosen to ask for volunteers rather than assigning psychiatrists to provide coverage, since DMH believes that such action could negatively affect retention and threaten the success of its recruitment program.

Although the Department has a high vacancy rate (41 percent) in Supervisorial District 2 and Mental Health Service Area 6, DMH has been successful in obtaining and utilizing LT psychiatrists whenever requested or utilizing permanent psychiatrist employees to voluntarily provide temporary coverage.

Attachment I provides information regarding the LT contractors, Interim Physicians, Jackson & Coker, Medsource Consultants, and National Medical Registry. Attachment II, the Amendment, will be effective upon Board approval through June 30, 2009.

The Amendment format has been approved as to form by County Counsel. The proposed actions have been reviewed DMH's Fiscal Services and Office of the Medical Director.

CONTRACTING PROCESS

On June 20, 2000, your Board approved an agreement with LT Psychiatric services in an effort to address critical staffing needs. The purpose of the agreement was to assist the County with a high number of vacancies despite lengthy recruitment efforts. The agreement with LT establishes a service contract in an effort to address critical shortages of psychiatric care throughout the County. Under the existing agreement, LT

agencies offer a pool of qualified candidates, establishes competitive daily rates, and provides a management team establishing qualified temporary personnel for the entire Los Angeles County area.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

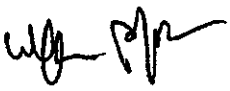
Since July 1, 2001, DMH has utilized the services of LT contractors to provide qualified psychiatrists, on a temporary and intermittent basis, to perform psychiatric evaluations, medication support, and crisis intervention to seriously mentally ill adults, seriously emotionally disturbed children, adolescents, and their families. The use of these LT contractors' subcontracted psychiatrists, on an as-needed basis, is necessary to meet emergent or unanticipated needs when existing County employees are unavailable, cannot be transferred from other locations, or vacant positions cannot be filled expeditiously with permanent new hires.

Without Board approval, LT contractors will be unable to successfully recruit and retain psychiatrists who are willing to accept a temporary work assignment in the Antelope Valley, and DMH will continue to experience a severe hardship in serving this community without access to available LT contractor services in this difficult-to-recruit geographic area.

CONCLUSION

The Department of Mental Health will need one copy of the adopted Board's action. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:DAS:yb

Attachments (2)

c: County Counsel
Director, Department of Mental Health
Chairperson, Mental Health Commission

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

ATTACHMENT I

TEMPORARY PSYCHIATRIST SERVICES AGREEMENTS (LOCUM TENENS)
FOR FISCAL YEARS (FY) 2007-08 AND 2008-09

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	Daily Rates*
				FYs 2007-09
1	Interim Physicians, Inc. 1040 Crown Pointe Parkway, Suite 120 Atlanta, GA 30338	N/A	2 Yrs.	*$950 per day **$1,050 per day ***$1,600 per day
2	Jackson & Coker, LLC 3000 Old Alabama Road, Suite 119-608 Alpharetta, GA 30022	N/A	2 Yrs.	*$950 per day **$1,050 per day ***$1,600 per day
3	Medsource Consultants 4437 Brookfield Corporate Drive, Suite 201 Chantilly, VA 20151	N/A	2 Yrs.	*$950 per day **$1,050 per day ***$1,600 per day
4	NMR Healthpros, Inc. 901 Calle Amanecer, Suite 300 San Clemente, CA 92673	N/A	2 Yrs.	*$950 per day **$1,050 per day ***$1,600 per day

*The all-inclusive daily rate for general psychiatrists is $950 per day.
**The all-inclusive daily rate for child and adolescent psychiatrists and general psychiatrists assigned to difficult-to-recruit sites in Jail MH Services, South Los Angeles, and Antelope Valley is $1,050 per day.
***The all-inclusive daily rate for the Antelope Valley only during periods of critical psychiatrist staffing shortage is $1,600 per day.

CONTRACT NO. _____

AMENDMENT NO. ___

THIS AMENDMENT is made and entered into this_____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES (hereafter "County") and _____(hereafter" Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated _____, identified as County Agreement No. _____ and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Years 2007-08 and 2008-09, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Years 2007-08 and 2008-09, County and Contractor intend to amend Agreement to increase the contracted daily rate from $1,050 to $1,600 and increase the weekday hourly rate to $200 for the difficult-to-recruit locations in the Antelope Valley only, as described in Exhibit B - 1; and

WHEREAS, County and Contractor intend to amend Agreement to delete Paragraph 5 (NONEXCLUSIVITY CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) in its entirety and the following substituted therefore Paragraph 5 (LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM); and

WHEREAS, County and Contractor intend to amend Agreement to include the revised Safely Surrendered Baby Law Program Fact Sheet, Exhibit D–1.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Paragraph 5 (NONEXCLUSIVITY CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM) shall be deleted in its entirety and the following substituted therefor.

"5. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason

of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Office of Affirmative Action Compliance (OAAC) of this information prior to responding to a solicitation or accepting a contract award."

2. Exhibit B (BILLING, PAYMENT, AND SCHEDULE OF RATES) shall be deleted in its entirety and replaced with Exhibit B-1 (BILLING, PAYMENT, AND SCHEDULE OF RATES), attached hereto and incorporated herein by reference. All references in Agreement to Exhibit B (BILLING, PAYMENT, AND SCHEDULE OF RATES) shall be deemed amended to state "Exhibit B-1 (BILLING, PAYMENT, AND SCHEDULE OF RATES)."

3. Exhibit D (SAFELY SURRENDERED BABY LAW) shall be deleted in its entirety and replaced with Exhibit D-1 (SAFELY SURRENDERED BABY LAW), attached hereto and incorporated herein by reference. All reference in Agreement to Exhibit D shall be deemed amended to state "Exhibit D-1 (SAFELY SURRENDERED BABY LAW)."

4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

RB: Rate Increase BL/Amend 1 (07-08)

EXHIBIT B – 1

BILLING, PAYMENT, AND SCHEDULE OF RATES

1. BILLING AND PAYMENT: Shall bill County weekly in arrears, in accordance with terms, conditions, and rates set forth below. All billings shall clearly reflect and provide reasonable details of the services for which invoice/claim is made, including, but not limited to, type of services provided, names of psychiatrists who provided services, dates and hours worked, and any other charges, as set forth in this Agreement.

Contractor shall submit original invoices with attached signed timesheets to the attention of the Accounting Division, Department of Mental Health, promptly at the end of each month. Upon receipt of a complete and correct invoice, County shall pay Contractor within 30 working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

2. DEFINITIONS: For the purpose of this Agreement, the following definitions and payment provisions shall apply.

A. Overtime: Any hours worked in excess of a 40-hour week.

B. Holidays: County holidays are from start of shift on or after 8:00 a.m. on the morning of the holiday and ending on or before 8:00 a.m. the following day. For the purposes of this Agreement and provided that prior authorization is obtained, County shall pay the holiday rate only for the following holidays:

1) New Year's Day
2) Memorial Day
3) Fourth of July
4) Labor Day
5) Thanksgiving Day
6) Christmas Day

3. GENERAL CONDITIONS: County mental health facility may change or cancel a work site agreement without incurring any financial liability upon providing Contractor with at least 14 days prior notice.

4. RATES: Contractor's rates for the services provided under this Agreement shall not exceed the following:

All-inclusive Locum Tenens rates for psychiatrist services shall be:

A. All-Inclusive Daily Rate:

1) $950/day for general psychiatrists.

2) $1,050/day for child and adolescent psychiatrists and general psychiatrists assigned to Jail Mental Health Services, South Los Angeles, and Antelope Valley work sites.

3) $1,600/day for child and adolescent psychiatrists and general psychiatrists assigned to the Antelope Valley work sites only during periods of critical psychiatrist staffing shortage (e.g., high vacancy rates, length of time of unanticipated absences/vacancies).

B. Hourly Rate:

1) $118.75/hour for general psychiatrists.

2) $131.25/hour for child and adolescent psychiatrists and general psychiatrists assigned to Jail Mental Health Services, South Los Angeles, and Antelope Valley work sites.

3) $200/hour for child and adolescent psychiatrists and general psychiatrists assigned to the Antelope Valley work sites only during periods of critical psychiatrist staffing shortage (e.g., high vacancy rates, length of time of unanticipated absences/vacancies).

C. Overtime Hours:

1) $178.13/hour for general psychiatrists.

2) $196.88/hour for child and adolescent psychiatrists and general psychiatrists assigned to Jail Mental Health Services, South Los Angeles, and Antelope Valley work sites.

3) $200/hour (straight time only) for child and adolescent psychiatrists and general psychiatrists assigned to the Antelope Valley work sites only during periods of critical psychiatrist staffing shortage (e.g., high vacancy rates, length of time of unanticipated absences/vacancies).

D. Holiday Rates: If physician obtains prior authorization to work County holidays, 1.5 times the daily/hourly rate shall be paid for work performed at County sites, only in accordance with Paragraph 4C. 1) and 2), with the exception of the $200/hourly rate (straight time only) for work performed at the Antelope Valley work sites only during periods of critical psychiatrist staffing shortage (e.g., high vacancy rates, length of time of unanticipated absences/vacancies).

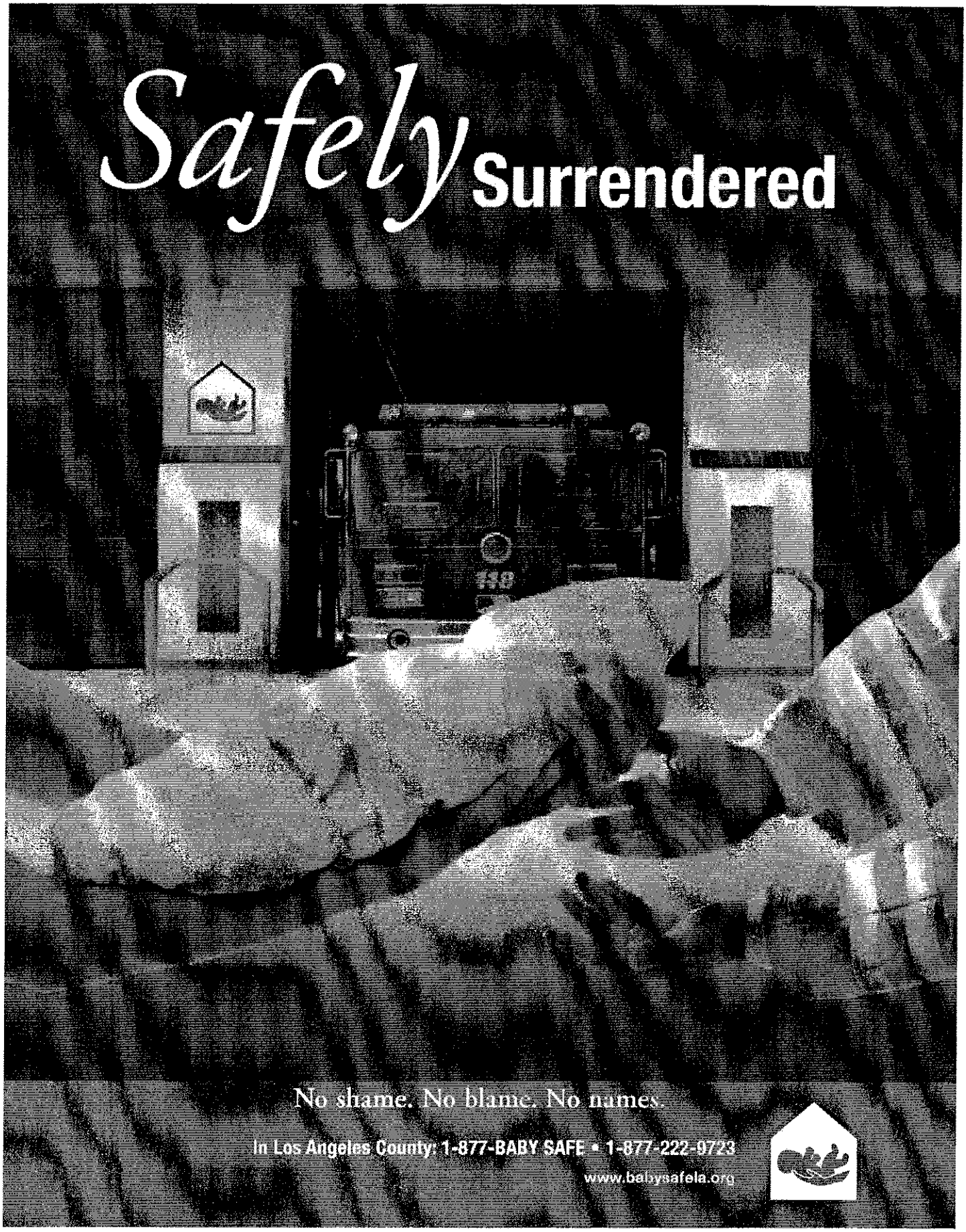
The rates set forth in this Exhibit B - I shall be the sole consideration paid by County to Contractor hereunder. Payment to Contractor shall be only for the actual number of hours worked by its psychiatrist.

EXHIBIT D - 1

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone [illegible] the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of [illegible] prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

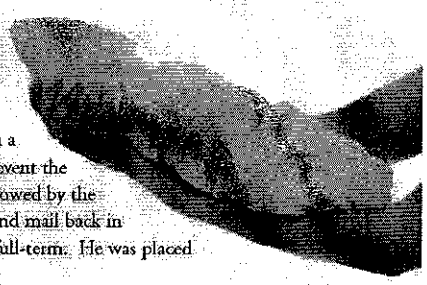
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

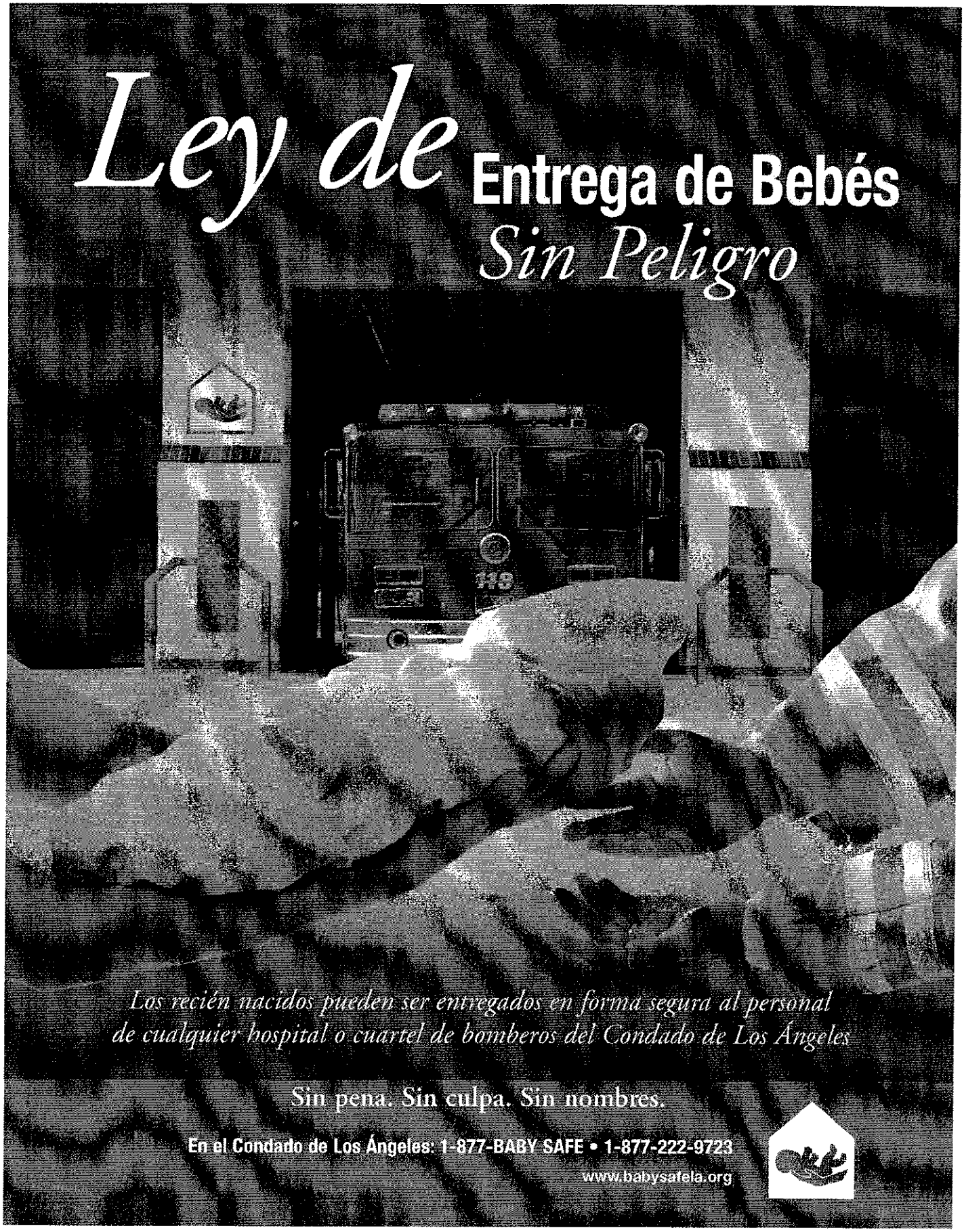
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso o negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

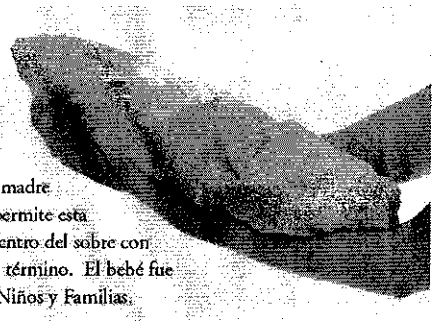
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.