

# CONTRACTOR'S COPY

CONTRACT NO. DMH-02425

AMENDMENT NO. 3

**29560**

THIS AMENDMENT is made and entered into this 10 day of December, 2009, by and between the COUNTY OF LOS ANGELES (hereafter "County") and City of Long Beach (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated March 29, 2006, identified as County Agreement No. DMH-02425, and any subsequent amendment (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Years 2008-09, 2009-10, and 2010-11, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, the Mental Health Services Act (MHSA), adopted by the California electorate on November 2, 2004 created a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health services provided by State and county agencies and required the development of integrated plans for prevention, innovation, and system of care services; and

WHEREAS, in order to be eligible for MHSA funds, Contractor has experience and training in its specialized field and has submitted to the County a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ) for the provision of such services. Contractor has met the minimum qualifications listed in the RFSQ and has been added to the MHSA Master Agreement List as being qualified to deliver MHSA services; and

WHEREAS, County finds that the MHSA Master Agreement (Agreement) has

been a useful solicitation tool for implementing services under the MHSA and wishes to extend the availability of the Agreement for a period of three (3) years; and

WHEREAS, for Fiscal Years 2008-09, 2009-10, and 2010-11, County and Contractor intend to amend MHSA Master Agreement as described hereunder.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended as follows to the MHSA Master Agreement:

1. Paragraph 4.0 (TERM OF AGREEMENT) of the MHSA Master Agreement shall be deleted in its entirety and the following inserted in its entirety:

“4.0 TERM OF AGREEMENT: The initial period of this MHSA Master Agreement (Agreement) shall commence on July 1, 2008 and shall continue in full force and effect through June 30, 2009. This Agreement shall be automatically renewed for the next two (2) fiscal years without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the initial period and gives written notice to the other party not less than 30 days prior to the end of the initial period.”

2. Paragraph 47.0 (LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM) shall be added to this Agreement:

“47.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

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 (10%) 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 Contractor 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 of this information prior to responding to a solicitation or accepting a contract award.”

3. Paragraph 47.0 (NOTICES) shall be changed to read Paragraph 48.0. Any reference made to Paragraph 47.0 (NOTICES) shall be deemed a reference to Paragraph 48.0. Wherever the Paragraph 47.0 “NOTICES”, appears in Agreement, the parties agree that Paragraph 48.0 “NOTICES” shall be substituted therefore.
4. Exhibit F FACT SHEET “SAFELY SURRENDERED BABY LAW” shall be deleted in its entirety and replace with Exhibit F -1, attached hereto and incorporated herein by reference. All references in Agreement to Exhibit F shall be deemed amended to state “Exhibit F-1 (FACT SHEET “SAFELY SURRENDERED BABY LAW)”.
5. Exhibit H (DEFINITIONS), shall be included in its entirety.
6. This Amendment No. 3 supersedes Amendment No. 1. Ms. Corinne Schneider signed Amendment No. 1 on behalf of the City of Long Beach. Ms. Schneider was not authorized to sign. As of November 2007, Mr. Patrick West became the new City Manager for the City of Long Beach and therefore is the authorized signer of

the MHSA Master Agreement.

7. 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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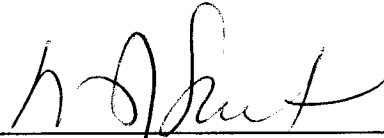
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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its 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

City of Long Beach  
CONTRACTOR

By  Assistant City Manager

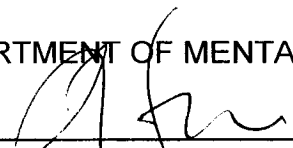
Name Patrick West **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER**

Title City Manager  
(AFFIX CORPORATE SEAL HERE)

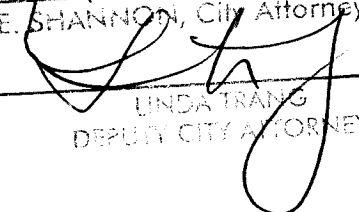
APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By   
Chief, Contracts Development  
and Administration Division

JN:MHSa Amend format 010408

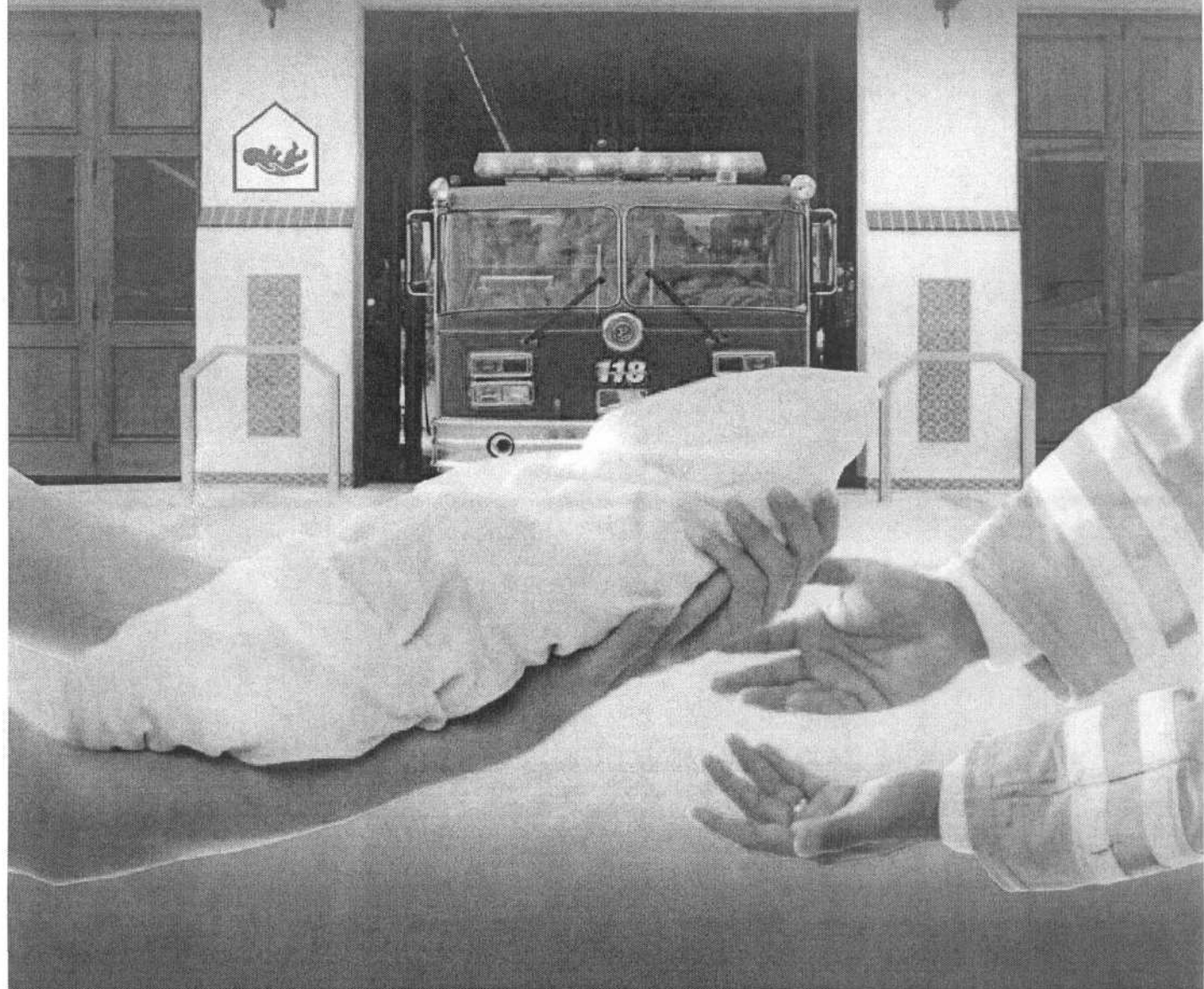
APPROVED AS TO FORM  
1/7, 20 10  
ROBERT E. SHANNON, City Attorney  
By   
LINDA TRANG  
DEPUTY CITY ATTORNEY

# SAFELY SURRENDERED BABY LAW

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

[www.babysafela.org](http://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](http://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 to whom 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 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 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?

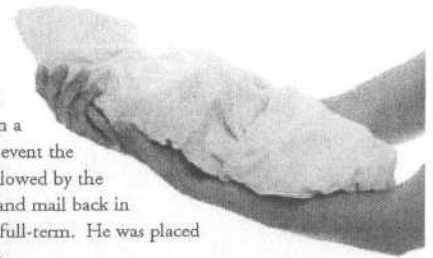
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

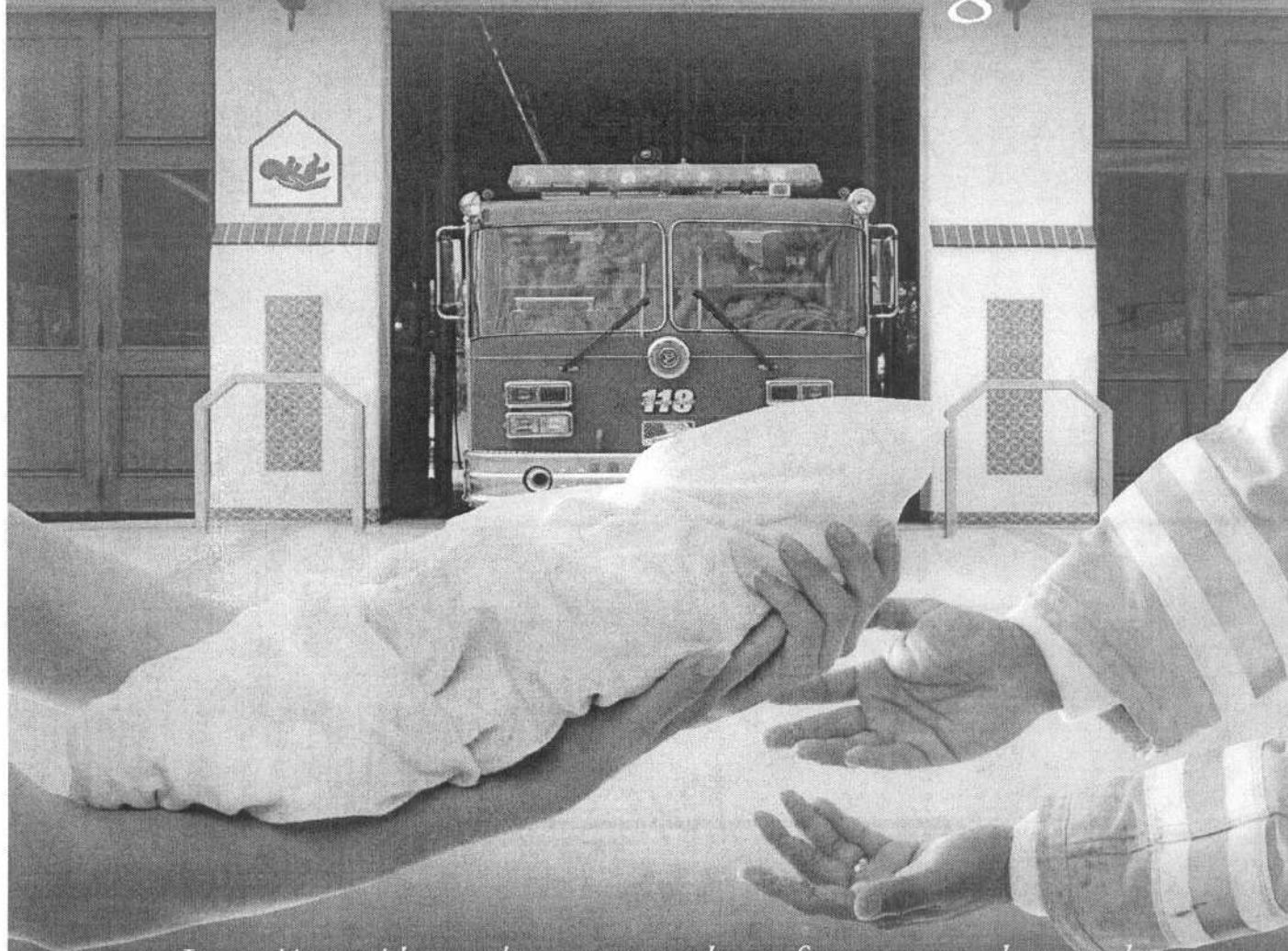
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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](http://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 ni 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 Angeles.*

## ¿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 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brazaletes 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.



## DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

- A. "Master Agreement List": means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), have met the minimum qualifications listed in the RFSQ, and have an executed Master Agreement.
- B. "Mental Health Services Act (MHSA) Funds": The MHSA, adopted by the California electorate on November 2, 2004 creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health services provided by State and county agencies and requires the development of integrated plans for prevention, innovation, and system of care services.
- C. "Request for Services (RFS)": is a second solicitation process to contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed.
- D. "Request for Statement of Qualifications (RFSQ)": A solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement.
- E. "Statement of Qualifications (SOQ)": means a contractor's response to an RFSQ.
- F. "Statement of Work (SOW)": means a written description of services desired by County for a specific Work Order.

**DMH Amendment Summary**

LEGAL ENTITY NAME: City of Long Beach

Contract No.: DMH-02425

Legal Entity No.: N/A

Amendment No. 3

**LIST OF FUNDING SOURCES**  
(Please check all applicable funding for Amendment only.)

|    |   |  |
|----|---|--|
| 1  | CGF   |  |
| 2  | CGF - Psychiatric Emergency Services (PES)                          |  |
| 3  | SAMHSA, CFDA #93.958  |  |
| 4  | SAMHSA – Child Mental Health Initiative, CFDA #93.104               |  |
| 5  | SAMHSA – Targeted Capacity Expansion, CFDS #93.243                  |  |
| 6  | PATH, CFDA #93.150  |  |
| 7  | CalWORKs – Flex Fund  |  |
| 8  | CalWORKs – Mental Health Services (MHS)                             |  |
| 9  | CalWORKs – Community Outreach Services (COS)                        |  |
| 10 | CalWORKs – Families Project – Client Support Services               |  |
| 11 | CalWORKs – Families Project – MHS & Targeted Case Management        |  |
| 12 | CalWORKs – Families Project - COS                                   |  |
| 13 | DPSS – GROW   |  |
| 14 | DCFS AB 2994  |  |
| 15 | DCFS Family Preservation  |  |
| 16 | DCFS Star View Life Support PHF                                     |  |
| 17 | DCFS Independent Living   |  |
| 18 | DCFS STOP (70%)   |  |
| 19 | DCFS Medical Hubs   |  |
| 20 | DCFS Basic MH Services Enhanced Specialized Foster Care             |  |
| 21 | DCFS Intensive In-Home Enhanced Specialized Foster Care             |  |
| 22 | Schiff-Cardenas – M.H. Screening, Assessment, and Treatment (MHSAT) |  |
| 23 | Schiff-Cardenas – Multi-Systemic Therapy Program (MST)              |  |
| 24 | AB 34/AB 2034   |  |
| 25 | ADPA AB 34/AB 2034 Housing  |  |
| 26 | DHS-OAPP HIV/AIDS   |  |
| 27 | DHS Dual Diagnosis  |  |
| 28 | DHS Social Model Recovery   |  |
| 29 | DHS LAMP  |  |
| 30 | HIV AIDS  |  |

|    |  |  |
|----|--|--|
| 35 | MHSA – Plan I - Child – One Time Cost                                      |  |
| 36 | MHSA – Plan I - Child – Client Supportive Services (Flex Funds)            |  |
| 37 | MHSA – Plan I - Child – Mental Health Services                             |  |
| 38 | MHSA – Plan I - TAY – One Time Cost  |  |
| 39 | MHSA – Plan I - TAY – Client Supportive Services (Flex Funds)              |  |
| 40 | MHSA – Plan I - TAY – Mental Health Services                               |  |
| 41 | MHSA – Plan I - Adult – One Time Cost                                      |  |
| 42 | MHSA – Plan I - Adult – Client Flex Funds Supportive Services (Flex Funds) |  |
| 43 | MHSA – Plan I - Adult – Mental Health Services                             |  |
| 44 | MHSA – Plan I - Older Adult – One Time Cost                                |  |
| 45 | MHSA – Plan I - Older Adult - Client Supportive Services (Flex Funds)      |  |
| 46 | MHSA – Plan I - Older Adult - Mental Health Services                       |  |
| 47 | MHSA – Plan II - Child – Integrated MH/COD Services                        |  |
| 48 | MHSA – Plan II – Child - Family Crisis Services – Respite Care             |  |
| 49 | MHSA – Plan II – Child - One Time Cost                                     |  |
| 50 | MHSA – Plan II – TAY – Drop-In Centers                                     |  |
| 51 | MHSA – Plan II – TAY – Probation Camps                                     |  |
| 52 | MHSA – Plan II – TAY – One Time Cost                                       |  |
| 53 | MHSA – Plan II – Adult – Wellness Centers- Non Client run                  |  |
| 54 | MHSA – Plan II – Adult – Wellness Centers- Client run                      |  |
| 55 | MHSA – Plan II – Adult - IMD Step Down                                     |  |
| 56 | MHSA – Plan II – Adult – Safe Haven  |  |
| 57 | MHSA – Plan II – Adult – One time Cost                                     |  |
| 58 | MHSA – Plan II – Older Adult – Field Capable Clinical Services             |  |
| 59 | MHSA – Plan II – Older Adult – Older Adult Service Extenders               |  |
| 60 | MHSA – Plan II – Older Adult – Older Adult Training                        |  |
| 61 | MHSA – Plan II – Older Adult – One Time Cost                               |  |
| 62 | MHSA – Plan II – Cross-Cutting – Urgent Care                               |  |
| 63 | MHSA – Plan II – Cross-Cutting – Enriched Residential Services             |  |
| 64 | MHSA – Plan II – Cross-Cutting – One Time                                  |  |

**DMH Amendment Summary**

LEGAL ENTITY NAME: City of Long Beach

Contract No.: DMH-02425

Legal Entity No.: N/A

Amendment No. 3

|    |                                   |  |
|----|-----------------------------------|--|
| 31 | IDEA (AB 3632 – SEP)              |  |
| 32 | SB 90 (AB 3632 – SEP)             |  |
| 33 | AB3632 – SEP (SB 1807)            |  |
| 34 | Mental Health Services Act (MHSA) |  |

|    |  |  |
|----|--|--|
|    | Cost   |  |
| 65 | Mental Health Service Act (MHSA) – Plan III          |  |
| 66 | Mental Health Services Act (MHSA) – AB 2034 Services |  |
| 67 | Medi-Cal, Healthy Families, or MAA FFP               |  |
| 68 | SGF - EPSDT  |  |

|   |
|---|
| <b>FUNDING SOURCE(S)</b><br>(Select from Funding Sources listed above for Amendment.) |
| N/A   |
|   |
|   |

|                                     |                         |            |
|-------------------------------------|-------------------------|------------|
| <b>AMOUNT<br/>Increase/Decrease</b> | <b>FISCAL<br/>YEARS</b> | <b>MCA</b> |
| N/A                                 |                         | N/A        |
|                                     |                         |            |
|                                     |                         |            |

(See Financial Summary(ies) for funding details to MCA.)

**AMENDMENT ACTION(S):**                      **BOARD ADOPTED DATE:** 04/15/08    **EFFECTIVE DATE:** \_\_\_\_\_

This Amendment #3 supersedes Amendment 1. Ms. Corinne Schneider, Manager of Human Social Services was not authorized to sign on behalf of the City of Long Beach. Mr. Patrick West is the authorized signer.

New Headquarters' (HQ) Address: \_\_\_\_\_  
 \_\_\_\_\_

HQ Sup. District: \_\_\_\_\_  
 Service Area(s): \_\_\_\_\_

ADD OR DELETE SERVICE SITE(S):

| Name | Address | Sup. Dist. | Svc. Area(s) | Prov. No. |
|------|---------|------------|--------------|-----------|
|      |         |            |              |           |
|      |         |            |              |           |
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|      |         |            |              |           |
|      |         |            |              |           |

Deputy Director: Dennis Murata

Lead Manager: Dennis Murata

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PROGRAM) shall be added to this Agreement:

"47.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

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 (10%) 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 Contractor 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 of this information prior to responding to a solicitation or accepting a contract award."

4. Exhibit F FACT SHEET "SAFELY SURRENDERED BABY LAW" shall be deleted in its entirety and replace with Exhibit F-1, attached hereto and incorporated herein by reference. All references in Agreement to Exhibit F shall be deemed amended to state "Exhibit F-1 (FACT SHEET "SAFELY SURRENDERED BABY LAW")".
5. Exhibit H (DEFINITIONS), shall be included in its entirety.
6. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

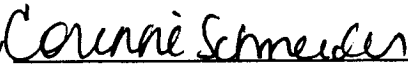
/

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

City of Long Beach  
CONTRACTOR

By 

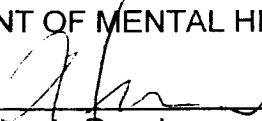
Name Corinne Schneider

Title Manager  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By   
Chief, Contracts Development  
and Administration Division

JN:MHSА Amend format 010408City of Long Beach

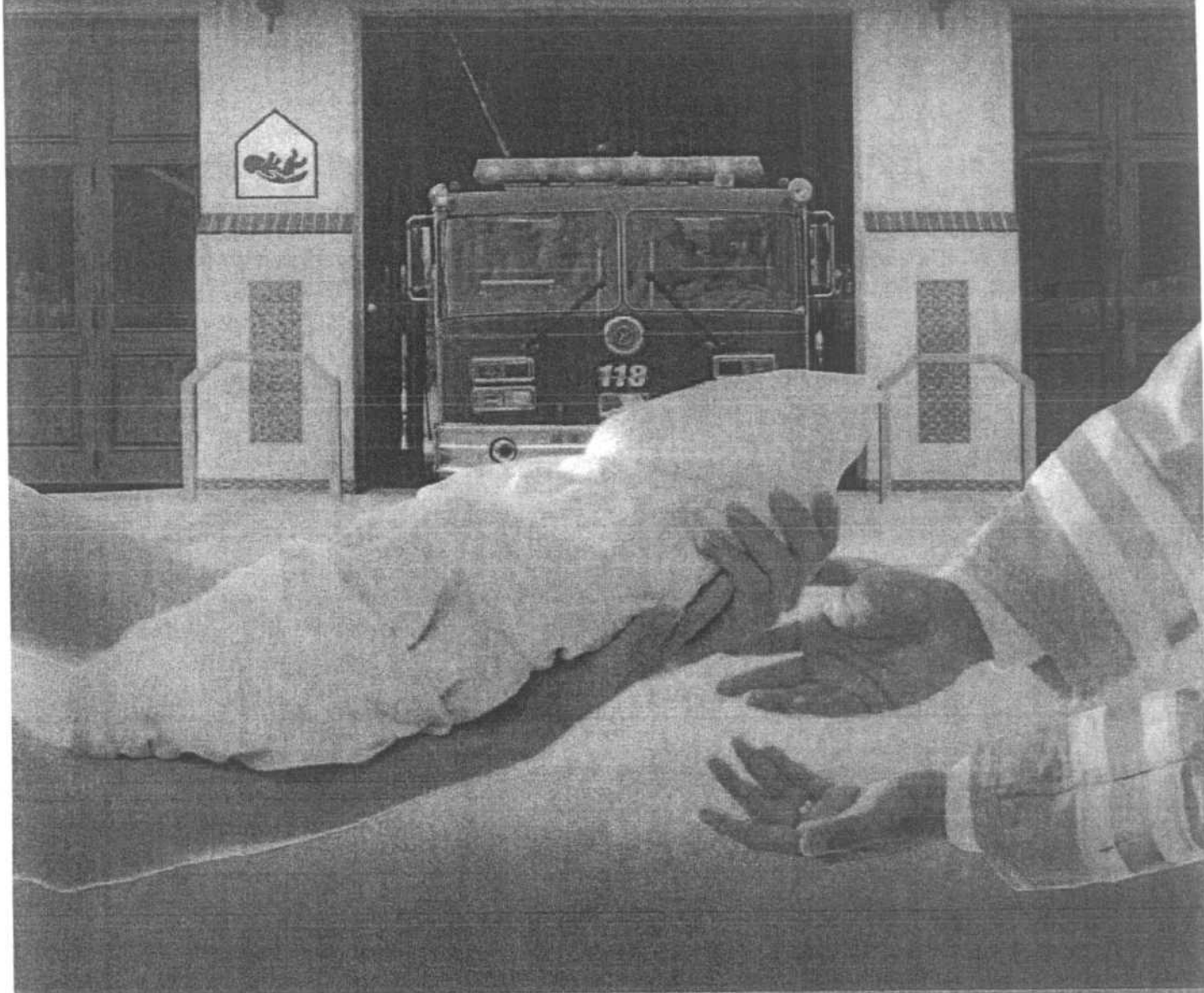
## SAFELY SURRENDERED BABY LAW

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

[www.babysafela.org](http://www.babysafela.org)

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# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://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 to whom 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 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 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?

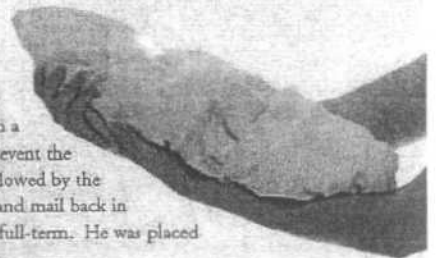
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

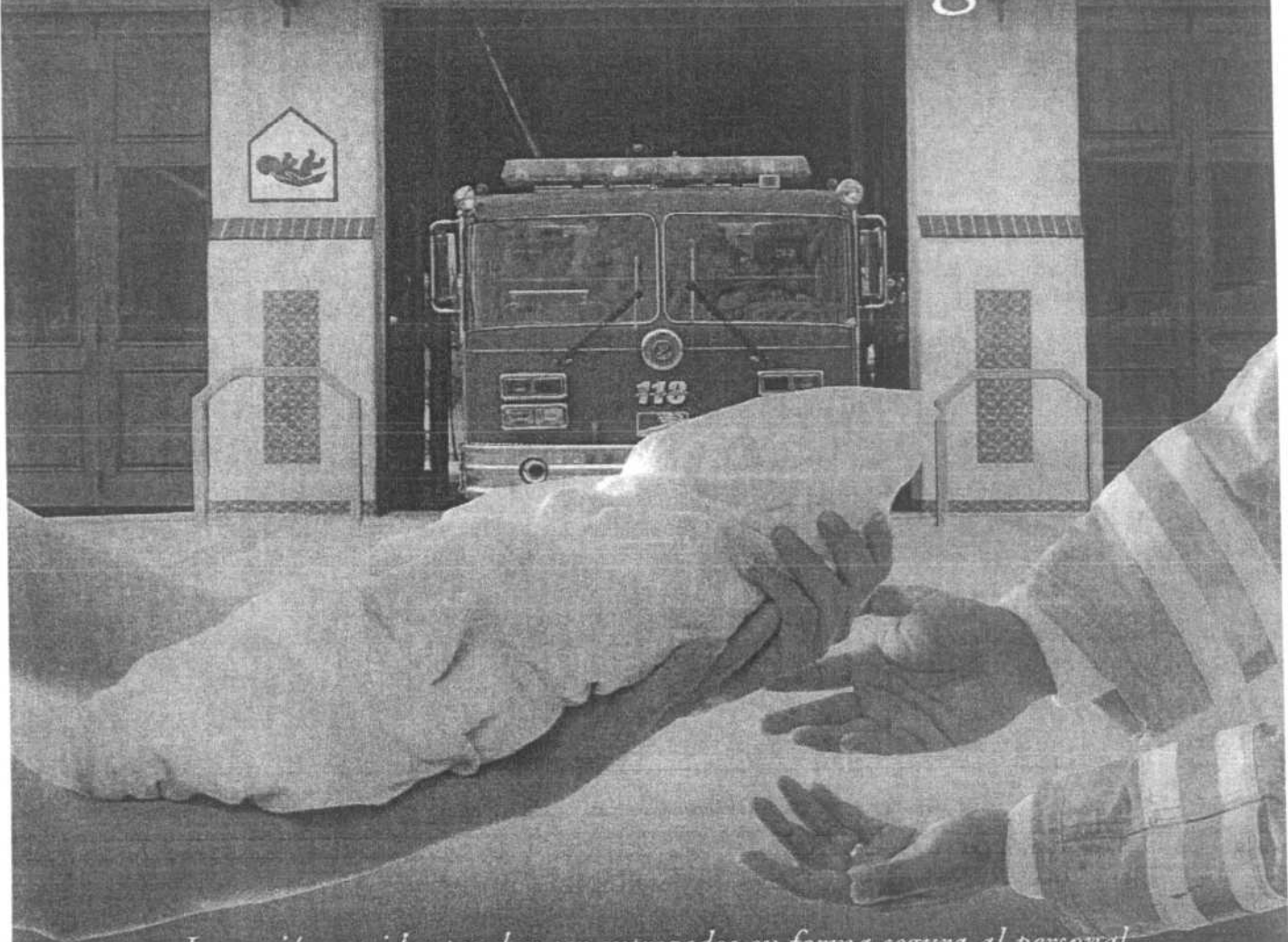
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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](http://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 ni 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 Angeles.*

## ¿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 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 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 Angeles 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 periodo 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.





DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

- A. "Master Agreement List": means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), have met the minimum qualifications listed in the RFSQ, and have an executed Master Agreement.
- B. "Mental Health Services Act (MHSA) Funds": The MHSA, adopted by the California electorate on November 2, 2004 creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health services provided by State and county agencies and requires the development of integrated plans for prevention, innovation, and system of care services.
- C. "Request for Services (RFS)": is a second solicitation process to contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed.
- D. "Request for Statement of Qualifications (RFSQ)": A solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement.
- E. "Statement of Qualifications (SOQ)": means a contractor's response to an RFSQ.
- F. "Statement of Work (SOW)": means a written description of services desired by County for a specific Work Order.

**DMH Amendment Summary**

LEGAL ENTITY NAME: City of Long Beach

Contract No.: DMH-02425

Legal Entity No.: N/A

Amendment No. 1

**LIST OF FUNDING SOURCES**  
(Please check all applicable funding for Amendment only.)

|    |   |
|----|---|
| 1  | CGF   |
| 2  | CGF - Psychiatric Emergency Services (PES)                          |
| 3  | SAMHSA, CFDA #93.958  |
| 4  | SAMHSA – Child Mental Health Initiative, CFDA #93.104               |
| 5  | SAMHSA – Targeted Capacity Expansion, CFDS #93.243                  |
| 6  | PATH, CFDA #93.150  |
| 7  | CalWORKs – Flex Fund  |
| 8  | CalWORKs – Mental Health Services (MHS)                             |
| 9  | CalWORKs – Community Outreach Services (COS)                        |
| 10 | CalWORKs – Families Project – Client Support Services               |
| 11 | CalWORKs – Families Project – MHS & Targeted Case Management        |
| 12 | CalWORKs – Families Project - COS                                   |
| 13 | DPSS – GROW   |
| 14 | DCFS AB 2994  |
| 15 | DCFS Family Preservation  |
| 16 | DCFS Star View Life Support PHF                                     |
| 17 | DCFS Independent Living   |
| 18 | DCFS STOP (70%)   |
| 19 | DCFS Medical Hubs   |
| 20 | DCFS Basic MH Services Enhanced Specialized Foster Care             |
| 21 | DCFS Intensive In-Home Enhanced Specialized Foster Care             |
| 22 | Schiff-Cardenas – M.H. Screening, Assessment, and Treatment (MHSAT) |
| 23 | Schiff-Cardenas – Multi-Systemic Therapy Program (MST)              |
| 24 | AB 34/AB 2034   |
| 25 | ADPA AB 34/AB 2034 Housing  |
| 26 | DHS-OAPP HIV/AIDS   |
| 27 | DHS Dual Diagnosis  |
| 28 | DHS Social Model Recovery   |
| 29 | DHS LAMP  |
| 30 | HIV AIDS  |

|    |  |
|----|--|
| 35 | MHSA – Plan I - Child – One Time Cost                                      |
|    | MHSA – Plan I - Child – Client Supportive Services (Flex Funds)            |
| 36 | MHSA – Plan I - Child – Mental Health Services                             |
| 37 |  |
| 38 | MHSA – Plan I - TAY – One Time Cost  |
|    | MHSA – Plan I - TAY – Client Supportive Services (Flex Funds)              |
| 39 | MHSA – Plan I - TAY – Mental Health Services                               |
| 40 |  |
| 41 | MHSA – Plan I - Adult – One Time Cost                                      |
|    | MHSA – Plan I - Adult – Client Flex Funds Supportive Services (Flex Funds) |
| 42 | MHSA – Plan I - Adult – Mental Health Services                             |
| 43 |  |
| 44 | MHSA – Plan I - Older Adult – One Time Cost                                |
|    | MHSA – Plan I - Older Adult - Client Supportive Services (Flex Funds)      |
| 45 | MHSA – Plan I - Older Adult - Mental Health Services                       |
| 46 |  |
| 47 | MHSA – Plan II - Child – Integrated MH/COD Services                        |
| 48 | MHSA – Plan II – Child - Family Crisis Services – Respite Care             |
| 49 | MHSA – Plan II – Child - One Time Cost                                     |
| 50 | MHSA – Plan II – TAY – Drop-In Centers                                     |
| 51 | MHSA – Plan II – TAY – Probation Camps                                     |
| 52 | MHSA – Plan II – TAY – One Time Cost                                       |
| 53 | MHSA – Plan II – Adult – Wellness Centers- Non Client run                  |
| 54 | MHSA – Plan II – Adult – Wellness Centers- Client run                      |
| 55 | MHSA – Plan II – Adult - IMD Step Down                                     |
| 56 | MHSA – Plan II – Adult – Safe Haven  |
| 57 | MHSA – Plan II – Adult – One time Cost                                     |
| 58 | MHSA – Plan II – Older Adult – Field Capable Clinical Services             |
| 59 | MHSA – Plan II – Older Adult – Older Adult Service Extenders               |
| 60 | MHSA – Plan II – Older Adult – Older Adult Training                        |
| 61 | MHSA – Plan II – Older Adult – One Time Cost                               |
| 62 | MHSA – Plan II – Cross-Cutting – Urgent Care                               |
| 63 | MHSA – Plan II – Cross-Cutting – Enriched Residential Services             |
| 64 | MHSA – Plan II – Cross-Cutting – One Time                                  |

**DMH Amendment Summary**

LEGAL ENTITY NAME: City of Long Beach

Contract No.: DMH-02425      Legal Entity No.: N/A      Amendment No. 1

|    |                                   |  |
|----|-----------------------------------|--|
| 31 | IDEA (AB 3632 – SEP)              |  |
| 32 | SB 90 (AB 3632 – SEP)             |  |
| 33 | AB3632 – SEP (SB 1807)            |  |
| 34 | Mental Health Services Act (MHSA) |  |

|    |  |  |
|----|--|--|
|    | Cost   |  |
| 65 | Mental Health Service Act (MHSA) – Plan III          |  |
| 66 | Mental Health Services Act (MHSA) – AB 2034 Services |  |
| 67 | Medi-Cal, Healthy Families, or MAA FFP               |  |
| 68 | SGF - EPSDT  |  |

|   |
|---|
| <b>FUNDING SOURCE(S)</b><br>(Select from Funding Sources listed above for Amendment.) |
| N/A   |
|   |
|   |

| AMOUNT<br>Increase/Decrease | FISCAL<br>YEARS | MCA |
|-----------------------------|-----------------|-----|
| N/A                         |                 | N/A |
|                             |                 |     |
|                             |                 |     |

(See Financial Summary(ies) for funding details to MCA.)

**AMENDMENT ACTIONS:**      **BOARD ADOPTED DATE:** 04/15/08      **EFFECTIVE DATE:** \_\_\_\_\_

This Amendment extends the term of the MHSA Master Agreement for a period of three (3) years. The term shall be extended from July 1, 2008 through June 30, 2011. This Amendment also adds Local Small Business Enterprise Preference Program language and revises the Fact Sheet "Safely Surrendered Baby Law".

New Headquarters' (HQ) Address: \_\_\_\_\_      HQ Sup. District: \_\_\_\_\_  
 \_\_\_\_\_      Service Area(s): \_\_\_\_\_

ADD OR DELETE SERVICE SITE(S):

| Name | Address | Sup. Dist. | Svc. Area(s) | Prov. No. |
|------|---------|------------|--------------|-----------|
|      |         |            |              |           |
|      |         |            |              |           |
|      |         |            |              |           |
|      |         |            |              |           |
|      |         |            |              |           |

Deputy Director: Dennis Murata      Lead Manager: Dennis Murata