



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

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First District

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September 1, 2005

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:

**APPROVAL OF AMENDMENT NO. 1 TO CHILD CARE  
CENTER SERVICES AT RANCHO LOS AMIGOS NATIONAL  
REHABILITATION CENTER AGREEMENT NO. H-211744  
(4<sup>th</sup> District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to accept and sign Amendment No. 1 to Agreement No. H-211744, substantially similar to Exhibit I, with Knowledge Learning Corporation, Inc., for the provision of child care center services at Rancho Los Amigos National Rehabilitation Center, to extend the term of the agreement effective from October 1, 2005 through August 31, 2006, with no net cost to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this Agreement, the Board is delegating authority to the Director, or his designee, to sign Amendment No. 1 to extend the term of the agreement through August 31, 2006, for the continued provision of child care center services at Rancho Los Amigos National Rehabilitation Center (Rancho). The current Agreement will expire on September 30, 2005.

The Department of Health Services (DHS or Department) intends to conduct a Request for Qualifications (RFQ) solicitation process to be completed prior to the August 2006, expiration date of the Agreement. The requested term extension of the Agreement will allow for the uninterrupted provision of services while the Department completes the RFQ solicitation process.

FISCAL IMPACT/FINANCING:

The child care center is self-supporting from fees paid by parents of the children attending the child care center. Funding for the in-kind costs associated with providing the utilities and other space support service is included in the Fiscal Year 2005-06 Adopted Budget, and will be requested as a continuing appropriation in future fiscal years. There is no additional net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In April 1997, the Department released a Request for Proposals (RFP) for Child Care Center Services for all DHS facilities and selected Child Development Consortium of Los Angeles, Inc. (CDCLA) to provide services at Rancho.

On May 30, 2000, the Board approved termination of Agreement No. H-206362 with CDCLA effective August 31, 2000. The County entered into Agreement No. H-211744 with Knowledge Learning Corporation, Inc. (KLC), which was one of the contractors who submitted a bid in response to the RFP in April 1997. The one year Agreement with KLC became effective September 1, 2000.

In addition, the September 2000, agreement contained provisions for two automatic one year renewals through September 2005, however, this information was inadvertently left out of the Board letter. Moreover, the Board letter referred to the Contractor incorrectly as Knowledge Learning Corporation, Inc., which is the parent company name, instead of Children's Discovery Center dba Knowledge Beginnings Corporate Solutions, Inc., as written in the agreement.

On May 6, 2003, there was a name change only from Children's Discovery Center dba Knowledge Beginnings Corporate Solutions, Inc. to Knowledge Learning Corporation, Inc. The name change did not require any Board action.

On December 14, 2004, the Board approved extensions on agreements for child care center services at H. Claude Hudson Comprehensive Health Center, Harbor-UCLA Medical Center, LAC+USC Medical Center and Olive View-UCLA Medical Center, all of which are in effect through August 31, 2006. In December 2004, the Department stated its intent to conduct an RFP process for all DHS facilities, including Rancho, in 2005, to be completed prior to the expiration date of these agreements.

Actual commencement of the solicitation process was delayed pending the completion of a study conducted by the Office of Child Care, Chief Administrative Office (CAO). The study was focused on determining the appropriate teacher-to-student ratio, which would impact the Statement of Work of the DHS solicitation document.

Upon further consideration, the Department decided to conduct an RFQ in lieu of an RFP to obtain a list of qualified providers. DHS recently received the necessary information regarding the Statement of Work from the CAO to begin the RFQ. The RFQ is scheduled to be released on December 15, 2005. Contractors will be selected prior to the expiration date of August 31, 2006, and will include service providers for all DHS facilities which have child care centers. The proposed term extension for Rancho is intended to align its expiration date with the other DHS facilities' expiration dates.

Rancho's Administration, via the Center Advisory Committee, is responsible for program monitoring.

The County provides the contractor with rent free space at Rancho, along with utilities, housekeeping, maintenance, etc. The Agreement also provides for parking for Contractor's employees where available at no cost.

It is not appropriate to advertise an amendment on the Los Angeles County online website.

The Child Care Center Services On County Site Agreement may be terminated by 30 day written notice by either party.

The recommended action is consistent with DHS' goal of improving the well-being of children and families in Los Angeles County.

County Counsel has approved the Amendment (Exhibit I) as to use and form.

The Honorable Board of Supervisors  
September 1, 2005  
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Attachment A provides additional information.

CONTRACTING PROCESS:

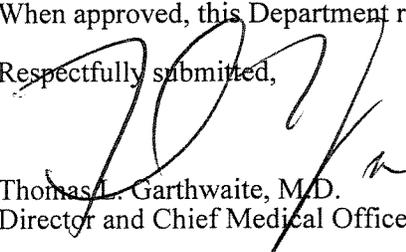
Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the amendment will ensure uninterrupted child care center services at Rancho.

When approved, this Department requires three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:cv

Attachments (5)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLETCD3993.CV.wpd

**SUMMARY OF AGREEMENT**

1. Type of Service:

Child Care Center Services at Rancho Los Amigos National Rehabilitation Center (Rancho).

2. Agency Addresses and Contact Persons:

Knowledge Learning Corporation, Inc.  
650 NE Holladay, Suite 1400  
Portland, Oregon 97232  
Contact: Jennifer Douglas  
Telephone: (503) 872-1769

3. Term:

The amendment to agreement H-211744 will become effective from October 1, 2005 through August 31, 2006.

4. Financial Information:

There is no additional net County cost.

5. Supervisorial District:

4<sup>th</sup> District.

6. Approvals:

Rancho: Valerie Orange, CEO

Contract Administration: Irene E. Riley, Director

County Counsel: Christina A. Salseda, Deputy County Counsel

EXHIBIT I

Contract No. H-211744-1

CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between the COUNTY OF LOS ANGELES (hereafter  
"County"),

and KNOWLEDGE LEARNING CORPORATION,  
INC. (FORMERLY KNOWN AS  
CHILDREN'S DISCOVERY CENTER DBA  
KNOWLEDGE BEGINNINGS CORPORATE  
SOLUTIONS, INC., hereafter  
"Contractor").

WHEREAS, reference to that certain document entitled "CHILD CARE  
CENTER SERVICES ON COUNTY SITE AGREEMENT", dated May 30, 2000, and  
further identified as County Agreement No. H-211744 (all hereafter  
referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to County's RANCHO LOS  
AMIGOS NATIONAL REHABILITATION CENTER, located at 7601 East Imperial  
Highway, Downey, California 90242;

WHEREAS, County acknowledges a change of Contractor's name from  
Children's Discovery Centers, Inc. to Knowledge Learning Corporation,  
dated May 5, 2003, and with the understanding of both parties that  
such change constitutes solely a change of Contractor's name; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on October 1, 2005.

2. Paragraph 1, TERM AND TERMINATION, subparagraph A, shall be deleted in its entirety and replaced as follows:

"1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date first hereinabove written and shall continue in full force and effect through August 31, 2006."

3. Paragraph 7, NONDISCRIMINATION IN EMPLOYMENT, sub-paragraph "D" shall be deleted in its entirety and replaced with the following:

"7. NONDISCRIMINATION IN EMPLOYMENT:

D. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the antidiscrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-

discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement."

4. Paragraph 15, LICENSES AND COMPLIANCE WITH APPLICABLE LAW, of Agreement shall be deleted in its entirety and replaced with the following:

"15. LICENSES AND COMPLIANCE WITH APPLICABLE LAW:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the operation of a Child Care Center under the California Code of Regulations, Title 22, Division 12, Child Care Facility Licensing Regulations. Contractor shall further ensure that all its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the performance hereunder. Contractor shall further comply with all Federal, State, and local laws, ordinances, regulations, and directives applicable to its performance hereunder."

5. Paragraph 23, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, of Agreement shall be deleted in its entirety and replaced with the following:

"23. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, as a consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise."

6. Paragraph 31, TERMINATION FOR CONVENIENCE, first paragraph, of Agreement shall be deleted in its entirety and replaced with the following:

"31. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery by County to Contractor a thirty (30) day advance Notice

of Termination specifying the date upon which such termination becomes effective."

7. Paragraph 33, SUBCONTRACTING, of Agreement shall be deleted in its entirety and replaced with the following:

"33. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for highly specialized services for which Contractor may find it necessary to subcontract.

The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director or his/her authorized designee(s). Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director or his/her authorized designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit

of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee(s) should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of the County of Los Angeles."

D. Contractor's request to Director or his/her authorized designee(s) for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the subcontract.

(2) Identification of the proposed Subcontractor and documented explanation as to the qualifications of the Subcontractor and the ability to provide services required in the Contract, and to include a description of Contractor's efforts to obtain competitive bids of why and how the proposed Subcontractor was selected.

(3) Any other information and/or certifications requested by Director or his/her authorized designee(s).

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of any Subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee(s) shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all Subcontractors. County shall have no liability or responsibility for any payment or other compensation for any Subcontractor."

8. Paragraph 34, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"34. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County

has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b)."

9. Paragraph 35, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"35. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 36 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), hereinabove, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 48 (Termination for Default), hereinabove, and pursue debarment, pursuant to County Code Chapter 2.202."

10. Paragraph 36, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, of Agreement shall be deleted in its entirety. The paragraph number shall be retained, but the content is intentionally left blank.

11. Paragraph 43, DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY, of Agreement shall be deleted in its entirety. The paragraph number shall be retained, but the content is intentionally left blank.

12. Paragraph 44, DEBARMENT OF CONTRACTORS, of Agreement shall be deleted in its entirety and replaced with the following:

"44. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. The County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern

or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

13. Paragraph 49, NOTICES, of Agreement shall be deleted in its entirety and replaced as follows:

"49. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties listed below. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

Rancho Los Amigos National Rehabilitation Center  
7601 East Imperial Highway  
Downey, California 90242

Attention: Chief Executive Officer

B. Notices to County shall be addressed as follows:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street  
Sixth Floor East  
Los Angeles, California 90012

Attention: Chief, Contracts and Grants

C. Notices to Contractor shall be addressed as follows:

Knowledge Learning Corporation, Inc.  
650 NE Holladay, Suite 1400  
Portland, Oregon 97232

Attention: Director of Client Services

14. Paragraph 50, SPARTA, shall be added to Agreement as follows:

"50. SPARTA: A County program, known as 'SPARTA' (Service Proposers, Artisan and Tradesman Activities) may be able to assist Contractors in obtaining affordable liability insurance. The County's insurance broker, Municipality Insurance Services, Inc, administers the SPARTA Program.

For additional information, a Contractor may call (800) 420-0555

or contact SPARTA through the e-mail address:

carol@web2wise.com."

15. Paragraph 51, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT, shall be added to Agreement as follows:

"51. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

16. Paragraph 52, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, shall be added to Agreement as follows:

"52. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Contractor hereby acknowledges that the County is prohibited from contracting with

and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

17. Paragraph 53, RESTRICTIONS ON LOBBYING, shall be added to Agreement as follows:

"53. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and

disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements."

18. Paragraph 54, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, shall be added to Agreement as follows:

"54. COMPLIANCE WITH THE COUNTY'S 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. 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 (Section 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.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve-month (12) period under one (1) 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 twelve-month (12) 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 the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Agreement and a copy of the Contractor Employee Jury

Service, Title 2, shall be attached to the Agreement as Exhibit H, hereto attached and incorporated by reference.

C. 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 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 Program. Attached hereto, as Exhibit I, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the 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.

19. Paragraph 55, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement as follows:

"55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The 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 J of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

20. Paragraph 56, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW, shall be added to Agreement as follows:

"56. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The 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 Contractors 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."

21. Paragraph 57, RECYCLED BOND PAPER, shall be added to Agreement as follows:

"57. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement."

22. Paragraph 58, SEVERABILITY, shall be added to Agreement as follows:

"58. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby."

23. Exhibit A, CONTRACTOR'S OPERATION and its respective Attachments A-1, STATEMENT OF WORK (FROM COUNTY'S REQUEST FOR PROPOSAL FOR OPERATION OF A COMBINED INFANT AND CHILD CARE CENTER AT RANCHO LOS AMIGOS MEDICAL CENTER - APRIL, 1990), and A-2 STATEMENT OF WORK, of Agreement shall be deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by reference.

24. Exhibit B, CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES, and its respective Attachment B-1, COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES, AND FURNITURE AND EQUIPMENT, of Agreement shall be deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein by reference.

25. Exhibit C, USER-PARENT SCHEDULE, shall be revised and replaced in accordance with procedures established in the Agreement. The User-Parent Schedule, Exhibit C-1, is attached hereto and incorporated herein by reference.

26. Exhibit D, AUTHORIZED SPACE, of Agreement shall be deleted in its entirety.

27. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services 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 \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

KNOWLEDGE LEARNING CORPORATION,  
INC.  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

AMENDCD3993:  
CV:08/31/05

STATEMENT OF WORK

CONTRACTOR'S SPECIFIC TASKS:

The Contractor shall:

1. Administration:

A. Report to the Medical Center's designated Administrative Liaison ("Liaison") as requested, as well as the results of all regulatory observations.

B. Assess and collect fees from the user-parents.

C. Actively recruit new enrollees, as needed, in accordance with the guidelines established by the County.

D. Keep financial records.

E. Immediately provide the Liaison with copies of any reports the Contractor submits to the California State Department of Social Services, Community Care Licensing, website: <http://cclcd.ca.gov>, pursuant to Title 22, CCR section 101213, titled "Finances".

F. Meet regularly with and accept guidance from the Center Advisory Committee.

G. Obtain all required licenses and permits in compliance with Title 22, CCR, Article 2, titled Licensing. When applicable, all licenses and permits will permit services to non-ambulatory children.

H. Obtain all insurance and bonds required by this Agreement, and any requirements of law or regulations.

I. Maintain a policy and procedure manual. The manual is to be updated as necessary and reviewed annually by the designated Liaison and the Center Advisory Committee.

2. Delivery of Service:

A. Operate the Child Care Center (Center) during the agreed upon hours and days of program operation. The Center will provide day care services from 6:30 a.m. to 6:00 p.m., Monday through Friday. The Contractor may elect to close the Center on Christmas Day, New Year's Day, Thanksgiving Day, and the Friday after Thanksgiving, Martin Luther King Day, Presidents Day, Memorial Day, July 4, Labor Day, Columbus Day and Veteran's Day. The Contractor and Liaison must mutually agree in writing upon any change in this schedule for the Center operating hours. Moreover, parents shall be provided with thirty (30) days written notice center prior to any such change in operating hours.

B. Develop, implement, and maintain admission procedures in compliance with Title 22, CCR Sections 101218.1 and 101419.2, including but not limited to: (a) an individualized plan of infant needs and services prior to each infant's first day at the Center, with a copy of such plan provided to the parent(s)/ guardian; and, (b) the maintenance of current immunization records.

C. Develop and maintain the program curriculum, in consultation with the Center Advisory Committee and Liaison.

D. Provide nutritional supplements in accordance with Title 22, CCR, Section 101227, titled "Food Service", to children in the morning and afternoon, with appropriate consideration given to ethnic and cultural preferences, and for special diets, e.g., sugar or salt-free diets. Parents will be responsible for providing lunches for their children, or subject to availability of a vendor, may purchase lunch through Contractor.

E. Provide appropriate infant care food service for each infant in accordance with Title 22, CCR, Section 101427, titled "Infant Care Food Service", using food provided by the parent. The Center staff must work closely and cooperatively with the parent(s) of each infant to attain maximum compliance with the wishes and instructions

of the parent(s) regarding food service.

F. Administer prescription and non-prescription medications to children with appropriately signed parental authorization and in accordance with Title 22, CCR, Section 101226, titled "Health Related Services".

G. Provide no water activities which fall within the restrictions of Title 22, CCR, section 101216.6, titled "Staffing for Water Activities".

H. Not be responsible for transportation arrangements for the children to or from the Center, except for scheduled field trips.

3. Staffing and Staff Training:

A. Assure that the Director and staff meet, at a minimum, the educational standards required by law in accordance with Title 22, CCR, Sections 101215.1 and 101216.1, and this Agreement, whichever is highest.

B. Assure that when the Director of the Center is temporarily away from the Center, arrangements are made for a fully qualified infant care teacher to act as a substitute. If the absence is for more than thirty (30) consecutive calendar days, the substitute Director shall meet the qualifications of a Director. (This assumes licensing for less than 25 infants.)

C. Maintain, as a minimum, the adult/child staff

ratios required by law in accordance with Title 22, CCR, Sections 101416.5 and 101216.3, and this Agreement, whichever is highest.

D. Assure that the staff assignments reflected in the work schedule meet or surpass the minimum staffing ratios, as identified above, at all times. There shall be provision for overlap of staff for different shifts so that continuity of care is assured.

E. Assure that only infant care teachers are used as teachers for the provision of infant care.

F. Establish and maintain in-house training of staff, including aides.

G. Demonstrate ability to meet or exceed State requirements for one staff person trained in CPR, to be onsite whenever children are in attendance.

#### 4. Quality Control:

A. Maintain a system to assure continuation of all required licenses and permits. When an "evaluator" provides a notice of deficiency to the licensee, as provided for in Title 22, CCR, section 101192, titled "Deficiencies in Compliance", the Contractor shall immediately notify Medical Center's Liaison and provide him/her any follow-up reports as may be requested.

B. Shall maintain accreditation by the National

Association for the Education for Young Children.

C. Establish and maintain a system of quality control to assure that the administered policies and procedures promote attainment of the County's desired program. The Contractor must, on a scheduled basis, review and re-analyze the Center's activities, particularly the program curriculum, to assure that optimum use is made of the Center's resources to accomplish the Center's child development goals.

D. Establish and maintain a system to assure compliance with all actions required of the Contractor by this Agreement.

5. Physical Plant, Equipment, and Supplies:

A. Establish and maintain a child care facility which is clean, safe, secure, and comfortable, in addition to being a pleasant and creative environment for children. At a minimum, custodial services must be at a level of those requirements outlined in Title 22, CCR.

B. Establish and maintain an ongoing system for maintenance and repair of all equipment used by the Center, including cleaning and deodorizing. System is to include timely notification to County regarding repair and maintenance of the facility grounds, including the play

yard, fixed equipment of the building, and fencing of the play yard, as well as the security system. Contractor is responsible for maintenance and repair of all other items.

C. Establish and maintain a system to assure maintenance of an adequate inventory of supplies to permit activities as scheduled.

D. Provide diapers and/or food, as needed, when the parent(s) fail to provide an adequate supply. This does not preclude an arrangement for the parent(s) to replenish the supply or reimburse the Contractor. If cloth diapers are used, parents must provide an airtight plastic container to store soiled diapers, and it must be taken home and sanitized daily.

The parents will be responsible for food for infants and lunches for the other children.

E. Obtain and maintain first aid supplies which meet or surpass the requirements set out in Title 22, CCR, section 101326, titled "Health Related Services".

F. If necessary, notify Liaison or other authorized designee, when County action is needed to attain County's compliance with a responsibility the County has agreed to assume regarding the facility, equipment, utility services, or other services identified in this Agreement.

G. Provide adequate incoming telephone service to

serve the need of parents to have ready telephone access to the Center staff, and provide adequate outgoing telephone service (may include pay phones) for the parents' use.

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CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND  
OTHER SUPPORT SERVICES

1. AUTHORIZED SPACE: Contractor is hereby granted permission to utilize for the term of this Agreement in accordance with the following terms and conditions, County building space, space support services and other support services, and furniture and equipment, identified in Attachment I of this Exhibit B-1, attached hereto and incorporated herein by reference. Such use shall be only for the provision of child care services provided for the child care facility, a structure designed to meet all building codes and licensure requirements to serve as a combined infant and child care Center. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property.

2. PHYSICAL CHANGES, ALTERATIONS, AND IMPROVEMENTS: Contractor shall make no structural or non-structural changes, alterations, or improvements to the space utilized by it hereunder, other than as may expressly be provided for hereinafter.

3. OPERATIONAL SPACE RESPONSIBILITIES: Contractor shall:

A. Assume the risk of loss, damage, or destruction

due to theft, fire, and casualty of any and all equipment leased or placed by Contractor within the area occupied by Contractor.

B. Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises.

C. Permit the Facility Plant Maintenance Manager or his authorized representative(s), or both, to enter the area occupied at any time for any purpose incidental to the performance of the duties required of the Facility Plant Maintenance Manager by Los Angeles County Code.

D. Provide all security devices not provided by County which Contractor requires for the protection of the fixtures and equipment used in the conduct of the authorized activities from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the Facility Plant Maintenance Manager.

E. Replace as necessary, all Contractor personal property. Any and all replacements must be approved in writing by Liaison prior to replacement.

F. Property at the facility site, which is replaced by Contractor at its sole cost, shall become the property of Contractor, who shall tag or otherwise identify such property upon replacement. All property which was provided

by County shall remain the property of County, and shall be returned to County in good and sufficient operating condition, considering normal wear and tear, at the expiration or termination of this Agreement.

4. COMPREHENSIVE EQUIPMENT INVENTORY: Within ninety (90) calendar days of the effective date of this Agreement, Contractor shall, in association with appropriate County Facility staff, jointly conduct and maintain a comprehensive equipment inventory listing of all furniture and equipment provided by County covered under this Agreement and located at the Child Care Facility. Such inventory shall identify each item by type, manufacturer, model number, serial number, or Los Angeles County number (if available), section location (available building and/or room number). Any and all replacement of items listed in the inventory, must be approved in advance, by Liaison. In Medical Facility Administrator's sole discretion, cost of such replacement will be borne by Contractor, if the need to replace such items is the result of fault or negligence of Contractor, as determined solely by any Medical Facility administration.

5. RIGHT TO ENTRY: The premises described herein shall at all times be open to the inspection of County or other governmental authorities duly authorized by Hospital's Liaison.

6. SUPPORT SERVICES: The support services for County space utilized by Contractor hereunder, which are listed in Attachment I of Exhibit B-1, shall be provided by County in accordance with the terms and condition set forth herein. Any other support services shall be provided by Contractor and their costs shall be borne solely by Contractor.

7. EASEMENTS OR OTHER PROPERTY INTEREST: In the event Contractor has been given notice by the Chief Administrative Officer of the existence of an easement, license, or proprietary interest held by County, then Contractor agrees to bear any and all liability for damage done by Contractor's personnel to said easement, license, or proprietary interest.

8. ADMINISTRATION OF COUNTY SPACE: County does not grant or delegate hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space hereunder to Contractor.

9. AUTHORITY TO STOP: In the event Director finds that any activity conducted by Contractor on County premises endangers the health or safety of County patients, County personnel, or others, Contractor shall forthwith cease such activity. In addition, Director may close or secure the premises where the activity has been conducted until the area is determined to be non-hazardous.

10. TAXES: Contractor shall be liable for any and all

taxes which may be levied or assessed upon the personal property and fixtures belonging to Contractor, and located in the described area, as well as any possessory interest tax applicable to the premises as a result of Contractor's occupancy.

11. ACKNOWLEDGEMENT OF INELIGIBILITY FOR RELOCATION

ASSISTANCE: Contractor expressly acknowledges that Contractor will be in possession of the premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Governmental Code Section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

12. SURRENDER OF PREMISES: Following termination of this Agreement, Contractor shall within two (2) days, not counting Saturdays and Sundays, vacate the County-owned property provided Contractor for the provision of services described hereunder. Contractor shall within such period remove from said County-owned property all furniture, equipment, and other property owned or leased by Contractor, or otherwise the responsibility of Contractor. Contractor shall peaceably vacate premises, and

any and all improvements located thereon shall be delivered to County in reasonably good condition, normal wear and tear excepted. In no event shall Contractor have any right to remain on said premises following two (2) days, not counting Saturdays and Sundays, after the expiration, cancellation or termination, date of this Agreement.

13. PARKING SPACE AVAILABLE TO CONTRACTOR: The Medical Center's Administrator, or his/her authorized designee, shall provide for employee and user-parent vehicle parking spaces as needed for the provision of services hereunder, with the understanding that Contractor's use of such space shall be for the sole purpose of expediting the operation of the Center.

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COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SERVICES, AND  
FURNITURE AND EQUIPMENT

1. SPACE:

A. Location: Rancho Los Amigos National Rehabilitation Center, located at 7755 Golondrinas Street, Downey, California 90242.

B. The facility is comprised of 4,300 square feet and the site is 10,000 square feet.

2. SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES:

A. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of all maintenance, repair, and upkeep of the facility, including the yard, storage shed and block walls.

B. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of the following utilities and space related services:

Utilities:

- (1) Water
- (2) Gas
- (3) Electricity

Services:

(1) Security patrol and response, including installation and maintenance of a security alarm system, complete Custodial and housekeeping services; including a daily supply of toilet paper and paper towels, and weekly yard sweeping.

(2) Additional custodial services for the infant care areas only.

(3) Floors, except those carpeted, shall be vacuumed or swept and mopped with a disinfecting solution at least daily carpeted floors and large throw rugs which cannot be washed shall be vacuumed at least daily and cleaned at least every six (6) months, or more often if necessary.

(4) Small rugs which can be washed shall be shook or vacuumed at least daily.

(5) Walls and portable partitions shall be washed with a disinfecting solution at least weekly.

(6) Exterminator services

(7) Trash collection

(8) Curb-way upkeep

(9) Fence maintenance

(10) Blacktop maintenance

(11) Building, maintenance & repairs (including plumbing, electrical, heating and air-conditioning).

- (12) Exterior and interior painting of the building.
- (13) Exterior lighting
- (14) Landscape maintenance
- (15) Signage (outdoor and indoor)
- (16) Maintenance of furniture and equipment
- (17) Repair of furniture and equipment
- (18) Fire extinguisher equipment and maintenance
- (19) Telephone installation and a Centrex telephone
- (20) Window coverings and/or tint for windows, if requested by Contractor.
- (21) Provide rubber gloves for use
- (22) Provide shoe covers for infant care use

3. EQUIPMENT:

The following equipment shall be repaired by County, as needed:

- A. Garbage disposal unit
- B. Dishwasher
- C. Refrigerator
- D. Microwave oven
- E. Stove
- F. Clothes washer/dryer
- G. Desk and file cabinet for the office

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USER - PARENT FEE SCHEDULE

The fees listed below have been mutually agreed to by Contractor and County and shall be effective September 1, 2005 and will remain in effect at least through August 31, 2006. After August 31, 2006, User-Parent fees, and any other fees, may be reviewed annually and revised, if necessary, upon mutual consent of the Contractor and Center Advisory Committee.

Rancho Los Amigos Child Care Center's Tuition Fees 2005-2006

<u>Weekly:</u>	<u>5 days</u>	<u>4 days</u>	<u>3 days</u>	<u>2 days</u>
Infants	\$ 173	\$ 160	\$ 139	\$ 110
Toddlers	\$ 145	\$ 136	\$ 114	\$ 91
Preschool	\$ 122	\$ 114	\$ 98	\$ 76
Kindergarten	\$ 125			