



October 29, 2012

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

Subject: Approval of the First Amendment to Standard Agreement with Tiburcio Vasquez Health Center, Inc.

RECOMMENDATION:

Approve a first and time-only extension Amendment to the Standard Agreement with Tiburcio Vasquez Health Center, Inc., (Principal : David B Vliet, Chief Executive Officer; Location: Hayward, CA; Procurement Contract No. 7437), in the amount of \$70,000, to extend the contract term from November 1, 2011 through October 31, 2012 to November 1, 2011 through December 31, 2012 (an extension of two months), to continue the development and implementation of youth and family engagement programs at Hayward High School.

DISCUSSION/SUMMARY:

On April 3, 2012 the Board approved a Standard Agreement with Tiburcio Vasquez Health Center, Inc. to design and implement youth empowerment and parent engagement programs. Due to a delay of hiring a qualified program manager, the contractor was unable to start the work on time. We are extending this contract end date from October 31, 2012 to December 31, 2012 to allow the contractor to complete the deliverables which include conducting a community health needs assessment, helping to build mutually supportive relationships between the Hayward High School programs and community-based organizations in the Cherryland and South Garden neighborhoods and providing youth and violence reduction services.

SELECTION CRITERIA:

Health Care Services Agency published a RFP in October 2011: Tiburcio Vasquez Health Center, Inc was selected with the highest score among two bidders. Tiburcio Vasquez Health Center, Inc. is a non-profit Community Based Organization serving Alameda County youth and families and is exempt from SLEB requirements.

FINANCING:

This is a time-only amendment to an agreement funded in the approved FY13 budget. Approval of this contract amendment will have no impact on the Agency's budget nor county General Fund revenue.

Sincerely,

Alex Briscoe, Director
Health Care Services Agency

Cc: Auditor-Controller, County Administrator, County Counsel, School Health Services Director.

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Tiburcio Vasquez Health Center, Inc., (“Contractor”) with respect to that certain agreement entered by them on April 3, 2012 (referred to herein as the “Agreement”) pursuant to which Contractor provides Hayward High School Youth & Family Engagement Services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
 - Extend the term to end on December 31, 2012, an extension of 2 months.
 - All locations in the contract referencing an end date of October 31, 2012 including :
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 - Exhibit A- Section II and Section III, A,C, and D
 - Exhibit Bare revised to December 31, 2012.
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on October 31, 2012. As of the Effective Date, the term of the Agreement is extended through December 31, 2012.
4. There is no change on the total contract amount.
5. The last invoice submission date on Section II (A) of the Standard Services Agreement Exhibit B has been amended to “ no later than **January 15, 2013.**”

6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment and Exhibit *D*, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

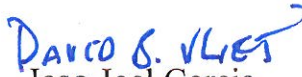
COUNTY OF ALAMEDA

TIBURCIO VASQUEZ HEALTH CENTER, INC

By: _____
Signature

By:  _____
Signature

Name: Sup. Nate Miley
(Printed)

Name: 
Jose Joel Garcia
(Printed)

Title: President of the Board of Supervisors

Title: Chief Executive Officer

Date: _____

Date: 10/12/12

Approved as to Form:

By:  _____
Sen. Dep. County Counsel, Ray Lara

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

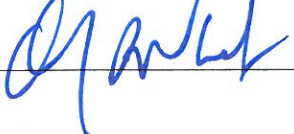
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Tiburcio Vasquez Health Center, Inc

PRINCIPAL: ~~Jose Joel Garcia~~ David B. Slick TITLE: CEO

SIGNATURE:  DATE: 10/02/12