

**AGREEMENT FOR SERVICES 224-S1310
AMENDMENT I**

This Amendment I to that Agreement for Services 224-S1310, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Danilo and Gloria Ibanez, doing business as ("dba") Grace Home, duly qualified to conduct business in the State of California, whose principal place of business is 108 Oak Rock Circle, Folsom, CA 95630 (hereinafter referred to as "Contractor") and whose licensed Community Care Facilities are located at Grace Home I, 5801 Pecan Avenue, Orangevale, CA 95662, and Grace Home II, 9260 Loma Lane, Orangevale, CA 95662.

R E C I T A L S

WHEREAS, Contractor has been engaged by County to provide Supplemental Residential Care Services for adults with serious mental illness (hereinafter referred to as "Client" or "Clients"), in licensed community care facilities on an as requested" basis for the Health and Human Services Agency, Mental Health Division ("HHS/MHD") in accordance with Agreement for Services 224-S1310, dated October 30, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the original Agreement, thereby amending **Article II - Term**, and increasing the not-to-exceed amount of the Agreement and incorporating language to allow for payment of services while a Client awaits Social Security Income eligibility, thereby amending **Article III - Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services 224-S1310 shall be amended a first time as follows:

- 1) ARTICLE II shall be amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2012 through June 30, 2014 unless earlier terminated pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination, and Cancellation" herein.

- 2) ARTICLE III shall be amended in its entirety to read as follows:

ARTICLE III

Compensation: Contractor shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month

during which Contractor provides services in accordance with the Article titled "Scope of Services." All invoices to County shall be supported, at Contractor's sole expense, by source documentation maintained at Contractor's facility including a Client Record for each Client billing, and a record of Client's Service Plan subsequent to referral and authorization by County.

For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

- A. Rates: For purposes of this Agreement, Contractor agrees to accept the rate of \$700.00 per Client per month and prorated on a daily basis for partial months.
- B. Invoices / Remittances: Invoices and remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

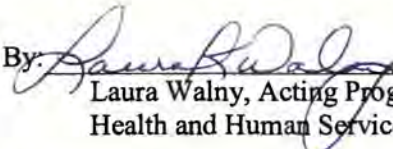
| Mail invoices to: | Mail remittance to: |
|---|---|
| Health and Human Services Agency Mental Health Division Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Accounts Payable | Danilo and Gloria Ibanez dba Grace Home 108 Oak Rock Circle Folsom, CA 95630 Attn: Accounts Receivable |

- C. Not-to-Exceed: compensation for services provided under this Agreement shall not exceed \$125,000 for the term of this Agreement.
- D. For Clients who receive Supplemental Security Income ("SSI") benefits or have sufficient alternative income, Client/Client's payee is required to pay an additional \$32 per day to Contractor as their residential share of cost.

For Clients who do not receive SSI benefits and do not have other income, County will pay an additional \$32 per day until the Client begins to receive SSI benefits or income from an alternative source. At that time, the responsibility for this additional payment will return to the Client/Client's payee. Should retroactive SSI benefits or other income be received on behalf of Client for any period during which County paid this residential share of cost, County will be reimbursed for such payments, to the extent funds are available.

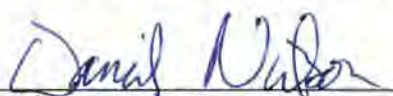
Except as herein amended, all other parts and sections of that Agreement 224-S1310 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Laura Walny, Acting Program Manager II
Health and Human Services Agency

Dated: 2/22/13

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

Dated: 2-27-2013

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services 224-S1310 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

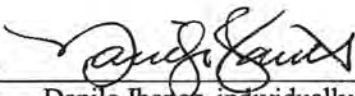
Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

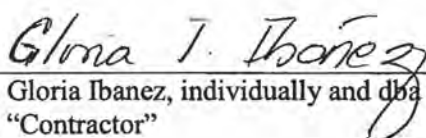
By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

By: 
Danilo Ibanez, individually and dba Grace Home
"Contractor"

Dated: 3/12/13

By: 
Gloria Ibanez, individually and dba Grace Home
"Contractor"

Dated: 3/12/13

kgf