

AGREEMENT FOR SERVICES #5348
SECOND AMENDMENT

Drug Medi-Cal Organized Delivery System (DMC-ODS) Services

This Second Amendment to that Agreement for Services #5348, is 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 Aegis Treatment Centers, LLC, a Delaware Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 7246 Remmet Avenue, Canoga Park, CA 91303, and whose local place of business is 6390 Runnymede Drive, Placerville, CA 95667, (hereinafter referred to as "Provider"). Only references to "Provider" shall denote Aegis Treatment Centers, LLC;

RECITALS

WHEREAS, Provider has been engaged by County to provide Drug Medi-Cal Organized Delivery System Services (DMC-ODS), in accordance with Agreement for Services #5348, dated June 29, 2021, and its Amendment I, dated June 15, 2022, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amending **ARTICLE II - Term**;

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE V – Maximum Obligation**; and

WHEREAS, pursuant to Government Code section 84308 (SB 1439, the Levine Act) regarding campaign contributions by Contractor, the parties hereto have mutually agreed to amend **ARTICLE XXVI – Conflict of Interest**; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Second Amendment to that Agreement #5348.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #5348 shall be amended a Second time as follows:

1) **Article II, Term**, is hereby amended in its entirety to read as follows:

ARTICLE II – Term

This Agreement, as amended, shall become effective upon final execution by both parties hereto and shall cover the amended period of July 1, 2021 through June 30, 2024.

2) **Article V, Maximum Obligation**, is hereby amended in its entirety to read as follows:

ARTICLE V – Maximum Obligation

The total obligation for services provided during the term of this Agreement as stated herein below:

Other (DMC w/ FFP, Realignment):

Fiscal Year	Amount*
21-22	\$525,000
22-23	\$550,000
23-24	\$550,000

*Upon written approval by County's Contract Administrator, the amount per fiscal year herein above may be reallocated among fiscal years during the term of this Agreement. In no event shall the total maximum contractual obligation of the Agreement be exceeded.

Total Maximum Contractual Obligation: \$1,625,000 inclusive of all costs and expenses for the term of the Agreement.

3) **Article XXVI, Conflict of Interest**, is hereby amended in its entirety to read as follows”

ARTICLE XXVI – Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Provider and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Provider covenants that during the term of this Agreement neither it, or any officer or employee of the Provider, has or shall acquire any interest, directly or indirectly, in any of the following:


- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Provider becomes aware of a conflict of interest related to this Agreement, Provider shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."


Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Provider shall complete and sign the attached **Exhibit 15**, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Provider, if any, to any officer of County.

Except as herein amended, all other parts and sections of that Agreement #5348 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 01/18/2023
Salina Drennan (Jan 18, 2023 12:14 PST)
 Salina Drennan
 Substance Use Disorder Services Program Manager
 Health and Human Services Agency

Requesting Department Head Concurrence:

By:  Dated: 01/18/2023
Olivia Byron-Cooper (Jan 18, 2023 12:15 PST)
 Olivia Byron-Cooper, MPA
 Interim Director
 Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #5348 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 1/24/23

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufele Dated: 1/24/23
Deputy Clerk

-- PROVIDER --

AEGIS TREATMENT CENTERS, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)

By: Susan D. Hoeflich Dated: 1/6/2023
Susan D. Hoeflich
Vice President, Managed Care
"Provider"

AEGIS TREATMENT CENTERS, LLC

Exhibit 15

California Levine Act Statement

California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Provider's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

1/6/2023

Date

Aegis Treatment Centers, LLC

Type or write name of company

Susan D. Hoeflich

Signature of authorized individual

Susan D. Hoeflich, VP, Managed Care

Type or write name of authorized individual

