



**AMENDMENT NO. 8  
TO  
CONTRACT NO. MA-042-20010248  
FOR  
ADULT RESIDENTIAL DRUG MEDI-CAL SUBSTANCE USE DISORDER TREATMENT  
SERVICES**

This Amendment (“Amendment No. 8”) to Contract No. MA-042-20010248 for Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services is made and entered into on July 1, 2023 (“Effective Date”) between Straight Talk Clinic, Inc. (“Contractor”), with a place of business at 3785 South Plaza Drive, Santa Ana, California 92704, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-20010248 for Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services, effective July 1, 2019 through June 30, 2022, in an aggregate amount not to exceed \$19,480,950, renewable for two additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective August 9, 2019, to modify Exhibit A; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective January 24, 2020, to modify a reimbursement rate; and

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract, effective September 1, 2020, to modify various provisions of the Contract and Exhibit A; and

WHEREAS, the Parties executed Amendment No. 4 to amend the Contract, effective March 4, 2021, to exercise the 10% cost contingency to increase the Period Two Aggregate Maximum Obligation by \$649,365 from \$6,493,650 to \$7,143,015, for a revised cumulative total aggregate amount not to exceed \$20,130,315, and to add Exhibit D (Good Neighbor Policy); and

WHEREAS, the Parties executed Amendment No. 5 to amend the Contract, effective July 1, 2021, to increase the Period Three Aggregate Maximum Obligation by \$1,298,730 from \$6,493,650 to \$7,792,380, for a revised cumulative total aggregate amount not to exceed \$21,429,045, and to modify Exhibit A; and

WHEREAS, the Parties executed Amendment No. 6 to amend the Contract, effective October 26, 2021, to modify the addresses where Services are performed; and

WHEREAS, the Parties executed Amendment No. 7 to amend the Contract to modify various provisions of the Contract and Exhibit A and to renew the Contract for two years, effective July 1, 2022 through June 30, 2024, in an aggregate amount not to exceed \$17,000,000, for a revised cumulative total aggregate amount not to exceed \$38,429,045; and

WHEREAS, the Parties now desire to enter into this Amendment No. 8 to increase the Period Five Aggregate Maximum Obligation by \$2,000,000 from \$8,500,000 to \$10,500,000, for a revised cumulative total aggregate amount not to exceed \$40,429,045.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract's Period Five Aggregate Maximum Obligation is increased by \$2,000,000 from \$8,500,000 to \$10,500,000, for a revised cumulative total aggregate amount not to exceed \$40,429,045.
2. Page 4, Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

**"Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation:	\$	6,493,650
Period Two Aggregate Maximum Obligation:		7,143,015
Period Three Aggregate Maximum Obligation:		7,792,380
Period Four Aggregate Maximum Obligation:		8,500,000
Period Five Aggregate Maximum Obligation:		10,500,000
<b>TOTAL AGGREGATE MAXIMUM OBLIGATION:</b>	<b>\$</b>	<b>40,429,045"</b>

This Amendment No. 8 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 8 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 8 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 8 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 8. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Straight Talk Clinic, Inc.**

Roberta Cone	Executive Director
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Roberta Cone</i>	4/13/2023
_____ <small>B70BD94C688D4BF...</small> Signature	_____ Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	_____ Title
_____ Signature	_____ Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Brittany McLean</i>	4/13/2023
_____ <small>9713A4061D4343D...</small> Signature	_____ Date