

FIRST AMENDMENT TO THE DMC-ODS MEMORANDUM OF UNDERSTANDING

This first amendment effective July 1, 2025 amends the DMC-ODS Memorandum of Understanding, (as amended, the “MOU”) between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health (“MCP”), County of Mariposa Behavioral Health (“DMC-ODS”), and Carelon Behavioral Health of California, Inc. (“MCP relevant Subcontractor”).

WHEREAS, The parties entered into the MOU effective January 1, 2024;

WHEREAS, MCP and MCP relevant Subcontractor entered into a subcontractor agreement that relates directly to the performance of MCP’s obligations under the MOU. The subcontractor agreement between MCP and MCP relevant Subcontractor will expire by its terms on June 30, 2025.

WHEREAS, The parties would like to amend the MOU to remove Carelon Behavioral Health of California, Inc. as the MCP relevant Subcontractor so that MCP and DMC-ODS shall be the sole parties to the MOU as of July 1, 2025, as set forth below.

NOW, THEREFORE, the parties hereby amend the MOU as follows:

1. **Amendment.** The following modifications shall be incorporated into the Agreement:

a. Effective July 1, 2025, the first paragraph of this MOU shall be deleted in its entirety and replaced in full with the following:

“This Memorandum of Understanding (“MOU”) is entered into by Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health (“MCP”) and County of Mariposa Behavioral Health (“DMC-ODS”), effective as of January 1, 2024 (“Effective Date”). DMC-ODS and MCP may be referred to herein as a “Party” and collectively as “Parties.”

2. **Modification.** Except as specifically modified by this first amendment, all terms and conditions of the MOU shall remain in effect; provided however, if there is any conflict between the terms of this first amendment and the MOU, then the terms of this first amendment shall govern.

3. **Capitalized Terms.** All capitalized terms used, but not defined, in this first amendment shall have the meanings attributed to such terms in the MOU.

4. **Counterparts.** This first amendment may be executed in counterparts or via electronic signature, each of which shall be deemed to be an original and all of such counterparts or electronically signed documents shall together constitute one and the same first amendment.

[SIGNATURES ON FOLLOWING PAGE]

The parties are signing this first amendment effective on the date stated in the introductory clause.

MCP

**SANTA CRUZ-MONTEREY-MERCED-
SAN BENITO-MARIPOSA MANAGED
MEDICAL CARE COMMISSION,
OPERATING AS CENTRAL
CALIFORNIA ALLIANCE FOR HEALTH**

Signed by:
Michael Schrader
754095848B51410
Signature:
Name: Michael Schrader
Title: CEO
Notice Address: 1600 Green Hills Road,
#101, Scotts Valley, CA 95066-4981

Initial
SC

MCP relevant Subcontractor

**CARELON BEHAVIORAL HEALTH
OF CALIFORNIA, INC.**

DocuSigned by:
Briana Duffy
022ABAA803E24EE
Signature:

Name: Briana Duffy
Title:
Notice Address:

DMC-ODS COUNTY OF MARIPOSA

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B5214DC
Signature:
Name: Rosemarie Smallcombe
Title: Mariposa County Board of
Supervisors, Chair

**DMC-ODS
COUNTY OF MARIPOSA
COUNTERSIGNED:**
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502CA1ED
Signature:
Name: Danielle Bondshu
Title: Clerk of the Board

DMC-ODS COUNTY OF MARIPOSA APPROVED AS TO FORM:

Signed by:
Walter W. Wall
7716E7C97022409
Signature:
Name: Walter W. Wall
Title: County Counsel

