

## **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"), and County of Merced on behalf of its Behavioral Health and Recovery Services Department ("DMC-ODS"), and Caelon 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 Caelon 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 Merced on behalf of its Behavioral Health and Recovery Services Department ("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.

**DMC-ODS**

**COUNTY OF MERCED**

By   
Joshua M Pedrozo  
Chairman, Board of Supervisors  
Notice Address:

AUG 12 2025

Date

**MCP**


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

By Michael Schrader  
Name: Michael Schrader  
Title: CEO  
Notice Address: 1600 Green Hills Road,  
Suite 101, Scotts Valley, CA 95066-4981

08/20/2025

Date

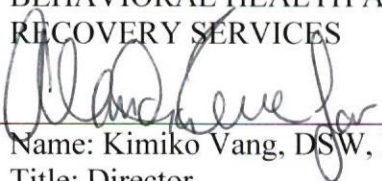
**APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL**

By   
Name: Thomas Min  
Title: Deputy County Counsel

8-7-25

Date

**BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

By   
Name: Kimiko Vang, DSW, LCSW  
Title: Director

8.6.25

Date

**MCP RELEVANT  
SUBCONTRACTOR**

**CARELON BEHAVIORAL  
HEALTH OF CALIFORNIA**

By Briana Duffy  
Name: Briana Duffy  
Title: Market President  
Notice Address: 12898 Towne Center Dr Cerritos, CA 90703

08/28/2025

Date