

## **FIRST AMENDMENT TO THE MENTAL HEALTH SERVICES MEMORANDUM OF UNDERSTANDING**

This first amendment effective July 1, 2025 amends the Mental Health Services 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 ("MHP"), 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 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; As of July 1, 2025, MCP and MHP shall be the sole Parties to the MOU, 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 ("MHP"), effective as of January 1, 2024 ("Effective Date"). MHP 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.

**MHP**

County of Merced

By: 

Print Name: Joshua M. Pedrozo

Title: Chairman, Board of Supervisors

Date Signed: AUG 12 2025

**MCP**

Santa Cruz-Monterey-Merced-San Benito-Mariposa  
Managed Medical Care Commission, operating as  
Central California Alliance for Health

By: Michael Schrader

Print Name: Michael Schrader

Title: CEO

Date Signed: 08/25/2025

**MCP relevant Subcontractor**

Carelon Behavioral Health of California, Inc.

By: Briana Duffy

Print Name: Briana Duffy

Title: Market President

Date Signed: 08/25/2025

**APPROVED AS TO LEGAL FORM:**

**FORREST W. HANSEN  
MERCED COUNTY COUNSEL**

BY:   
Thomas Min

8-7-25