

**FIRST AMENDMENT TO  
AGREEMENT FOR THE PROVISION OF  
INMATE MEDICAL AND DENTAL SERVICES**

This First Amendment ("Amendment"), dated as of December 31, 2025, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and California Forensic Medical Group, Inc. (CFMG), a California corporation, hereinafter referred to as ("Contractor").

**R E C I T A L S**

WHEREAS, County and Contractor entered into that certain Agreement, dated November 1, 2021, for inmate medical and dental services; and

WHEREAS, County and Contractor have been mutually satisfied with the Agreement; and

WHEREAS, the State of California has implemented the CalAIM Justice-Involved (JI) Initiative, which includes new requirements and opportunities for the provision of pre-release services to eligible justice-involved individuals; and

WHEREAS, County and Contractor desire to amend the Agreement to incorporate these CalAIM JI pre-release service provisions and align the contracted services with current California Department of Health Care Services (DHCS) program requirements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A G R E E M E N T**

1. **Scope of Services, Section 1.0** is hereby amended to add the following language incorporating the CalAIM JI pre-release service requirements and shall read as follows:

**1.8 Pre-Release Services**

**Pre-Release Services.** Contractor shall perform the following services as outlined in Exhibit A. All services provided in this contract shall be in accordance with any laws or regulations related to the California's Medicaid State Plan (Title XIX) and the California Advancing and Innovating Medi-Cal (CalAIM) initiative, including but not limited to the California DHCS Policy and Operational Guide for Planning and Implementing the CalAIM JI Initiative, and any updates, regulatory guidance, or revisions thereof.

Contractor shall provide pre-release care management and reentry services in compliance with California's Medicaid State Plan (Title XIX) for eligible incarcerated adults in the County's Jail facilities.

**Medi-Cal Billing and Revenue Cycle Management.** Contractor shall maintain complete and accurate records of services rendered to incarcerated adults in the detention facilities and submit the service encounter data in an industry-standard format to the County's designated billing vendor within thirty (30) days after services are rendered in the detention facility. In addition, Contractor shall document services rendered in the detention facility and make commercially reasonable efforts to transmit required encounter documentation and clinical data in an industry-standard format to the County and the County's designated billing entity within 30 days, but no longer than 60 days of the service encounter in the detention facility, subject to Medi-Cal eligibility verification, availability of required custody and release information, and DHCS system and submission requirements. Contractor shall support billing activities in coordination with the County and its designated billing entity but shall not be responsible for delays attributable to third-party systems, eligibility determination, or factors outside Contractor's control.. Contractor to include all service encounters related to Medi-Cal eligible incarcerated adults housed in the detention facility, including but not limited to authorized Medi-Cal pharmaceuticals, International Classification of Diseases (ICD-10) for diagnoses and outpatient-based procedures, Current Procedural Terminology (CPT) codes for services and procedures, and Healthcare Common Procedure Coding System (HCPCS) Level II codes for supplies, equipment, and other services not covered by CPT.

**2. Payment, Section 8.0** is hereby amended to add the following language incorporating the costs of the CalAIM JI pre-release service requirements and shall read as follows:

**8.2.1 CalAIM Services:** County shall pay Contractor for additional staff needed to provide CalAIM services described in this first Amendment. County shall only pay for filled positions, based on the rates in the table below. The annual cost for all positions is estimated to be \$837,036.

	Shift	FTEs	Hours	Annual Cost
RN CalAIM Coordinator	Day	1.00	40	\$257,315
Substance Use Disorder Counselor	Day	1.00	40	\$192,797
Mental Health Professional	Day	0.40	16	\$103,922
Discharge Planner – LVN	Evening & Weekend	1.40	56	\$223,579
Discharge Planner – LVN	Weekend Day	0.40	16	\$59,423
<b>Total CalAIM Staffing</b>		<b>4.20</b>	<b>168</b>	<b>\$837,036</b>

**3. Exhibit A, Section I: Scope of Work** is hereby amended to add the following language incorporating the CalAIM JI pre-release service requirements and shall read as follows:

#### **QQ. Pre-Release Services**

Contractor's Medical Directors, Registered Nurses, Substance Use Counselors, Discharge Planners (LVN), and other staff assigned by the Contractor in the detention facilities are responsible for administering the pre-release services as defined in this section.

## **Pre-Release Screenings**

Contractor's licensed staff in the detention facility are responsible for health screening individuals under Title 15 during the intake process. Contractor is responsible for conducting initial health and pre-release screenings to determine Medi-Cal eligibility for pre-release services, as defined by the California DHCS.

## **Reentry Care Plan**

Contractor is responsible to coordinate with the County to support the development of the clinically informed reentry care plans for individuals determined to meet eligibility requirements under the Medi-Cal program. Contractor and County will coordinate to print the reentry care plan and deliver to the incarcerated individual at time of release from the detention facility.

Contractor is responsible to document the instances of reentry care plans and submit for Medi-Cal reimbursements.

## **Health Risk Assessment**

Contractor is responsible for meeting Title 15 requirements for the completion of comprehensive health assessments and create a health risk assessment for distribution to Enhanced Care Management (ECM) providers and other community-based providers. The Contractor is responsible to distribute the health risk assessment securely and timely to authorized providers in the community, subject to applicable privacy laws, authorizations, and data-sharing agreements.

Contractor is responsible to document the instances of health risk assessments and submit for Medi-Cal reimbursements.

## **Release Medications**

Contractor shall coordinate the provision of release medications in accordance with Medi-Cal State Plan Amendment (SPA) limits and DHCS guidance for the Cal-AIM program...

## **Care Coordination**

Contractor is responsible for coordinating care for the incarcerated individual during the entire stay in the secure and unsecure areas of the detention facility. Contractor is responsible to document the instances of care coordination and submit for Medi-Cal reimbursements.

## **Post-Transition Support**

Contractor shall support transition planning and linkage activities prior to release. Post-release services shall be provided by MCPs or community-based

providers, as applicable.

Contractor is responsible to facilitate warm handoffs and linkages with community-based organizations that accept Medi-Cal in the individual's county of residence.

### **Warm Handoffs and Behavioral Health Linkages**

Contractor is responsible for coordinating linkages and warm handoffs with the Behavioral Health Agency, ECM Providers, and Medi-Cal Managed Care Health Plans to maintain continuity of Care requirements.

Prior to the release of the incarcerated individual from the detention facility, Contractor to arrange critical care for individuals with high acuities and those being treated for substance use, such as addiction medicines for opiates and alcohol.

Contractor is responsible to document the instances of warm handoffs and linkages and submit for Medi-Cal reimbursements.

### **Medication Assisted Treatment (MAT)**

MAT services include induction and continuation of treatment for alcohol, opioid, and other substance use disorders using FDA-approved addiction medications. MAT services provided under CalAIM pre-release (including inductions and continuations) will be covered under a separate Agreement, attached hereto as Exhibit A-1.

### **Durable Medical Equipment and Supplies**

Contractor is responsible for administering and provision durable medical equipment to individuals that meet medical necessity criteria, including but not limited to:

- 1) Ensuring adequate on-site supplies to guarantee emergency and non-emergency needs are met.
- 2) Verifying that all equipment, supplies, and materials are the appropriate type, properly maintained, calibrated, and in good working order prior to use in the performance of work.
- 3) Completing a monthly inventory of all equipment, tools, materials, and supplies to support daily operations.
- 4) Ensuring that all equipment is accounted for and not left unattended at any time in unsecured areas.

### **Ancillary Services**

Contractor is responsible for administering ancillary services in the adult detention facilities through a combination of on-site and contracted off-site provider networks, including:

- 1) Access to laboratory, diagnostic imaging (X-ray, MRI, CT scans), pharmaceuticals, and other medical supplies.
- 2) The purchase and provision of required pharmaceuticals, medical supplies, and medical record supplies.
- 3) Purchasing required laboratory services and x-ray services.
- 4) The provision of medical and dental prostheses and corrective eyeglasses when, as directed by the responsible physician, dentist, or optometrist, the health of the incarcerated adult would otherwise be adversely affected.

### **Medi-Cal Billing and Revenue Cycle Management**

Contractor is required to deliver the following forensic billing services on behalf of the County:

- 1) Coding of the service encounters inside of the County's adult detention facility for eligible incarcerated individuals booked in the detention facility.
- 2) Creation of a UB-04, CMS-1500, pharmacy, and other claims formats as required by state and federal agencies for Medi-Cal reimbursements.
- 3) Management of frequency limits for Medi-Cal covered services and pre-release care management service bundles.
- 4) Management of Medi-Cal prior authorizations for all medical, pharmacy, and other services required by the Medi-Cal program, including non-urgent, concurrent, pre-service, and post-service requests.
- 5) Review and edit of all claims to ensure accuracy and completeness.
- 6) Credentialing of Medi-Cal providers within the facility as required by the DHCS, including registration of Contractor's licensed caregivers in the DHCS Provider Enrollment (PAVE) system.
- 7) Management of all Medi-Cal denials and appeals.
- 8) Underpayment recovery processes to ensure optimal revenue integrity.
- 9) Monthly reconciliation and reporting of claim submissions, denials, appeals, and payments to the County.

The pre-release services are reimbursed using two (2) rate methodologies, including fee-for-service incremental rates and care management bundled rates. Contractor is responsible, on behalf of the County, to submit both types of reimbursements.

Contractor shall refer to the DHCS regulatory guidelines for Medi-Cal covered benefits, optional services, and pre-release services which is available at [www.dhcs.ca.gov](http://www.dhcs.ca.gov).

## **Population Health and Service Utilization Reporting**

Contractor shall comply with all County, State, and Federal reporting requirements. Within thirty (30) days of the execution of this amendment, Contractor shall formulate monthly and quarterly reporting forms to establish the basis of contract monitoring. The County reserves the right to modify and amend these reports as necessary to meet internal and external requirements.

Contractor shall submit an annual report to the County for each contract year, providing a comprehensive review of the monthly statistical and program reports and examining significant trends and issues. Upon the County's request, Contractor may also present the annual report to the Board of Supervisors. The report shall be submitted no later than sixty (60) days after the end of each contract year and shall inform the County of the overall operation of the healthcare delivery system, including significant achievements affecting the healthcare program.

## **RR. Performance Metrics**

Contractor is responsible for meeting the following performance metrics related to the accuracy, completeness, and timeliness of services provided in the detention facilities.

### **Pre-Release Services**

<b>Performance Metric</b>	<b>Threshold</b>	<b>Amount Assessed</b>
Intake screenings are completed within four hours of arrival at the detention facility. Exceptions may be considered for uncooperative people and refusals.	90%	\$500 per Incarcerated Person below threshold
A mental health professional will evaluate any patient clinically indicated to be "urgent" during the intake process within 24 hours.	100%	\$1,000 per Incarcerated Person below threshold
Newly admitted Adult Incarcerated Persons will receive a comprehensive health assessment and history, along with a mental health assessment within fourteen days of intake.	95%	\$1,000 per Incarcerated Person below threshold
Individuals shall receive proper prescribed medications.	95%	\$1,000 per Incarcerated Person below threshold

## Medi-Cal Billing and Revenue Cycle Management

<b>Performance Metric</b>	<b>Threshold</b>	<b>Amount Assessed</b>
Contractor to transmit service encounter data in an industry-standard format to County within fifteen (15) calendar days of services being rendered in the adult detention facilities.	100.0%	\$2,000 per day for each calendar day after the weekly deadline
Contractor shall document clinical services rendered in the detention facility using industry-standard clinical documentation practices, including ICD-10 diagnosis codes, encounter duration, and SOAPE-based clinical notes, in a manner sufficient to support Medi-Cal billing. Contractor shall provide complete and timely clinical documentation to the County and the County's designated billing entity. Coding translation into CPT, HCPCS Level II, and Medi-Cal Rx formats shall be performed by the designated billing entity based on Contractor's clinical documentation, subject to DHCS guidance and billing system requirements.	100.0%	\$1,000 per non-compliant occurrence
Contractor to submit prior authorizations to the DHCS for treatments, medications, and other products and services to the DHCS	90.0%	\$2,000 per percentage point under the threshold, measured at the beginning of each quarter
Contractor to submit claims to the DHCS within 30 calendar days or less from the actual date of service	96.0%	\$500 per claim submitted after 30 days, measured at the beginning of each quarter
Contractor to maintain a claim denial rate (full or partial) at or below the maximum denial threshold	5.0%	\$5,000 per percentage point over the threshold, measured at the beginning of each quarter

Contractor to submit a clean claim to the DHCS at or below the maximum clean claim threshold	90.0%	\$2,000 per percentage point over the threshold, measured at the beginning of each quarter
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A clean claim is assessed at the time of submission to DHCS. If any line item or the entire claim is denied, the Contractor is required to correct and resubmit it. This metric sets a maximum denial rate of 5.0% for submitted claims.

4. **Exhibit B, Staffing** is hereby amended to add the following clinical and non-clinical staffing necessary to implement and maintain regulatory compliance with the CalAIM JI pre-release services:

Sonoma County Sheriff's Office Sonoma, California									
Pre-Release Services Staffing									
Day									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/Week	FTEs
CalAIM Coordinator, RN	8	8	8	8	8			40	1.0
Substance Use Disorder Counselor			8	8	8	8	8	40	1.0
Mental Health Professional		8			8			16	0.40
Discharge Planner, LVN						8	8	16	0.40
<b>Total Hours/FTE – Day</b>								112	2.80
Evening									
Discharge Planner LVN	8	8	8	8	8	8	8	56	1.40
<b>Total Hours/FTE – Evening</b>								56	1.40
<b>Total Hours/FTE – Weekly</b>								168	4.20

#### New medical staff include:

- 1.0 FTE CalAIM Coordinator (RN)** responsible for pre-release coordination and administration of reentry care plans.
- 0.4 Mental Health Professional**, scheduled two (2) days per week to provide mental health consultations.
- 1.8 FTE Discharge Planner (LVN)** responsible for developing clinically informed reentry care plans and coordinating pre-release activities during day and evening work schedules.
- 1.0 FTE Substance Use Counselor** responsible for assisting with the new MAT Program.

#### 5. Definitions

**Pre-Release Services** are a set of Medi-Cal benefits offered during the last ninety (90) days of incarceration. Services include clinical consultations,

screenings, assessments, medications, durable medical equipment, medication assisted treatments, reentry care plans, and other Medi-Cal covered benefits as authorized by the DHCS. Warm handoffs are a required component of the pre-release experience to ensure continuity of care and linkages to health care providers in the individual's county of residence.

A **full supply of medications** is defined as the maximum amount that is medically appropriate and clinically indicated to support continuity of care at the time of release, provided in accordance with Medi-Cal managed care guidelines defined by the DHCS, DHCS guidance related to Cal-AIM Justice Involved Reentry Program, pharmacy benefit policies, and applicable state and federal law.

Medi-Cal **Fee-For-Service** incremental rates includes the following service categories, and are based on the standard DHCS Medi-Cal rate codes:

- 1) Clinical consultations (physical, mental health, substance use)
- 2) Laboratory and radiology services performed offsite
- 3) All medications administered inside the facility, including physician-administered drugs and long-term injectables
- 4) Medication Assisted Treatment (MAT), including inductions, continuations, and counseling services
- 5) Reimbursements for in-reach providers delivering services within the facility

Medi-Cal **Care Management Services Bundles** include the following service categories:

- 1) Health Risk Assessment
- 2) Care Coordination
- 3) Care Manager Warm Handoff
- 4) Development of a Reentry Care Plan
- 5) Post-Transition Support

**Care Coordination** is the administration of services to meet continuity of care requirements including, but not limited to, the following: physical health and mental health screenings, comprehensive health assessments, sick calls, wellness visits, medications, counseling, transitions in care, discharge planning, case management, treatments (onsite, offsite),

Care coordination includes warm handoffs and linkages to community-based providers, as well as enhanced care management providers contracted with Medi-Cal managed care health plans. It also includes referrals to specialists, primary care providers, subacute care, and other types of caregivers.

**Behavioral Health** is the local county agency responsible for the administration of specialty mental health and substance use disorder treatments related to post-release services. The county agency administers crisis interventions, stabilization services, targeted case management, and other services for individuals enrolled in the Medi-Cal program.

**California Board of State and Community Corrections** (BSCC) is a state agency that regulates the County's adult detention facilities in Santa Rosa, California.

**California Department of Health Care Services** (DHCS) is a state agency responsible for overseeing the fiscal and policy operations of the Medi-Cal program and reports to the California Health and Human Services Agency.

**Clinical consultation** is a category of service encompassing screenings, assessments, and treatments provided within the facility. These consultations occur prior to release and may be conducted between clinicians in-person or via video visits. They may also include clinical conferences between facility-based medical providers and community-based providers (e.g. ECM providers, specialists). Individuals with higher acuity levels may require additional caregiver attention and, consequently, a more intensive release planning process.

An **Enhanced Care Management** (ECM) provider is a community-based organization contracted with a Medi-Cal managed care health plan. ECM providers deliver intensive care management services to justice-involved individuals, emphasizing continuity and the full continuum of care for individuals transitioning from the detention facility.

**Medi-Cal Health Plan** is an entity contracted with the Department of Health Care Services to administer Medi-Cal covered benefits within a designated county. The health plan manages non-specialty mental health services as well as other Medi-Cal benefits and services.

**Medication Assisted Treatment** (MAT) is an evidence-based approach to treating substance use disorders, and includes medications, counseling, and behavioral health therapies. MAT inductions and continuations for alcohol and opioid use disorders are required as part of pre-release services.

**Title 15** of the California Code of Regulations establishes the minimum standards for custody operations in adult detention facilities.

**Title 24** of the California Code of Regulation establishes the minimum standards for the structural design of adult detention facilities.

6. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

7. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

**CALIFORNIA FORENSIC  
MEDICAL GROUP:**

By: \_\_\_\_\_  
Dr. Grady "Judd" Bazzel, President

Date: \_\_\_\_\_

**COUNTY OF SONOMA  
AGREEMENT EXECUTED:**

By: \_\_\_\_\_  
Lynda Hopkins, Chair, Board of  
Supervisors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO SUBSTANCE FOR  
COUNTY:

By: \_\_\_\_\_  
Eddie Engram, Sheriff-Coroner

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

CERTIFICATES OF INSURANCE  
REVIEWED AND ON FILE:

By: \_\_\_\_\_  
Maureen Nicklas, Administrative Services  
Officer