

## **REPAYMENT AGREEMENT**

This Repayment Agreement ("Agreement") is dated February 11, 2025 and is between Central California Recovery, Inc., a California non- profit corporation, ("Provider"), and the County of Fresno, a political subdivision of the State of California ("County").

## Recitals

A. Provider is a substance use disorder treatment provider currently contracted with County to render outpatient substance use disorder treatment services to residents of Fresno County through County Agreement No. 23-290.

B. Payments for services rendered are made in advance of site reviews and or audits and must be recouped when a deficiency is identified.

C. Provider received payment from the County for services rendered under County Agreement No. 16-360 and Amendment No. 16-360-1 during the period of July 1, 2017, through June 30, 2018, that were subsequently found to be out of compliance with the Department of Health Care Services (DHCS) Cost Reporting principles and County Agreement No. 16-360 and Amendment No. 16-360-1.

D. These disallowed services were identified by the Drug Medi-Cal (DMC) Audit Section, within the Financial Audits Branch, Audits and Investigations (A&I) Division, DHCS during a DMC final cost report settlement of Central California Recovery dated September 21, 2022, for FY 2017-18.

E. The parties acknowledge this recoupment is not an admission of fraud or an intentional misrepresentation on the part of either party.

The parties therefore agree as follows:

## Article 1

### Amount of Payment

1.1 Provider will pay the County the total amount of \$15,703.

## Article 2

## Method of Payment

2.1 Provider will make equal payments until the total amount due has been received by the County. A total of eleven (11) equal monthly payments of \$1,308.58, and one (1) payment of \$ 1,308.62, will begin upon execution of this Agreement and will conclude when payment has been received in full, but no later than February 28, 2026. The repayment will take the form of monthly invoices issued by the Department of Behavioral Health that will be paid by the provider until the total amount of \$15,703 is paid in full.

2.2 The County will also accept payment of the full remaining amount owing to County at any time before the termination of this Agreement. Provider will execute all necessary forms and other documents for withholding the stipulated amount from payments as noted above. If the Provider terminates existing Agreements with the County and the total amount has not been repaid in full, the unpaid balance shall become due and payable immediately. The County reserves the right to deduct the unpaid balance from any final payments due to the Provider on County Agreement Nos. 16-360, 16-360-1, 23-290 or any other agreement between County and Provider.

## Article 3

## Term of Agreement

3.1 This Agreement is effective on execution and terminates on February 28, 2026.

## Article 4

## **Waiver of Litigation**

4.1 The County agrees not to institute litigation against Provider for the recovery of any excess payment if Provider complies with the terms of the Agreement and the schedule of repayments set forth above. Provider, for him/herself and his/her heirs, executors, administrators, assigns and successors, fully and forever releases, discharges, and covenants not to sue or otherwise institute or in any way actively participate in or voluntarily assist in the prosecution of any legal or administrative proceedings against the County with respect to any

1 matter arising out of, connected with or related in any way to the overpayment set forth in the  
2 recitals.

3 **Article 5**

4 **Attorneys' Fees**

5 5.1 In the event that any suit or action is instituted to enforce any provision in this  
6 Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party  
7 all fees, costs and expenses of enforcing any right of such prevailing party under or with respect  
8 to this Agreement, including without limitation, such reasonable fees and expenses of attorneys,  
9 which shall include, without limitation, all fees, costs and expenses of appeals.

10 **Article 6**

11 **Entire Agreement**

12 6.1 The parties acknowledge that this Agreement constitutes the sole agreement in this  
13 matter for repayment of disallowed amounts previously paid to Provider in County Agreement  
14 No. 16-360 and Amendment No. 16-360-1 that it supersedes any prior oral or written  
15 recoupment/repayment agreements, and that any modifications may only be affected by a  
16 writing signed by all parties to this Agreement. This repayment agreement does not supersede  
17 the underlying County Agreement Nos. 16-360, 16-360-1, 23-290, or any other agreement  
18 between County and Provider.

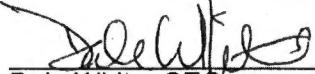
19 6.2 If any provision of this Agreement is found to be unenforceable, then the remaining  
20 provisions shall remain valid and enforceable.

21 [SIGNATURE PAGE FOLLOWS]

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1           The parties are signing this Agreement on the date stated in the introductory clause.

2           Central California Recovery, Inc.

3             
4           Dale White, CEO

5           COUNTY OF FRESNO

6           

7           Ernest Buddy Mendes, Chairman of the  
8           Board of Supervisors of the County of Fresno

9           **Attest:**

10           Bernice E. Seidel  
11           Clerk of the Board of Supervisors  
12           County of Fresno, State of California

13           By:   
14           Deputy

15           For accounting use only:

16           Org No.: 56302081  
17           Account No.: 7295  
18           Fund No.:0001  
19           Subclass No.:10000