

REPAYMENT AGREEMENT

This Repayment Agreement (“Agreement”) is dated February 11, 2025 and is between Mental Health Systems, Inc. dba TURN Behavioral Health Services, 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 residential substance use disorder treatment services to residents of Fresno County through County Agreement No. 23-291.

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. 18-690 during the period of July 1, 2019, through June 30, 2020, that were subsequently found to be out of compliance with Title 22 of the California Code of Regulations (CCR) § 51341.1(m) and 51458.1(a) requirements and County Agreement No. 18-690.

D. These disallowed services were identified by the Provider Compliance Unit (PCU) within the Behavioral Health Compliance Section (BHCS), Audits and Investigations (A&I) Division, DHCS during a DMC Postservice Postpayment (PSPP) utilization review of Fresno First conducted on September 20 through October 18, 2021.

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

F. The parties to this Agreement wish to resolve this matter without recourse to litigation.

The parties therefore agree as follows:

Article 1

Amount of Payment

1.1 Provider will pay the County the total amount of \$30,165.12.

1 **Article 2**

2 **Method of Payment**

3 2.1 Provider will make equal payments until the total amount due has been received by
4 the County. A total of twelve (12) equal monthly payments of \$2,513.76, will begin upon
5 execution of this Agreement and will conclude when payment has been received in full, but no
6 later than February 28, 2026. The repayment will take the form of deductions from amounts due
7 to Provider for current services rendered under County Agreement No. 23-291.

8 2.2 The County will also accept payment of the full remaining amount owing to County at
9 any time before the termination of this Agreement. Provider will execute all necessary forms and
10 other documents for withholding the stipulated amount from payments as noted above. If the
11 Provider terminates existing Agreements with the County and the total amount has not been
12 repaid in full, the unpaid balance shall become payments due to the Provider on County
13 Agreement Nos. 18-690, 23-291 or any other due and payable immediately. The County
14 reserves the right to deduct the unpaid balance from any final agreement between County and
15 Provider.

16 **Article 3**

17 **Term of Agreement**

18 3.1 This Agreement is effective on execution and terminates on February 28, 2026.

19 **Article 4**

20 **Waiver of Litigation**

21 4.1 The County agrees not to institute litigation against Provider for the recovery of any
22 excess payment if Provider complies with the terms of the Agreement and the schedule of
23 repayments set forth above. Provider, for him/herself and his/her heirs, executors,
24 administrators, assigns and successors, fully and forever releases, discharges, and covenants
25 not to sue or otherwise institute or in any way actively participate in or voluntarily assist in the
26 prosecution of any legal or administrative proceedings against the County with respect to any
27 matter arising out of, connected with or related in any way to the overpayment set forth in the
28 recitals.

1 **Article 5**

2 **Attorney's Fees**

3 5.1 In the event that any suit or action is instituted to enforce any provision in this
4 Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party
5 all fees, costs and expenses of enforcing any right of such prevailing party under or with respect
6 to this Agreement, including without limitation, such reasonable fees and expenses of attorneys,
7 which shall include, without limitation, all fees, costs and expenses of appeals.

8 **Article 6**

9 **Entire Agreement**

10 6.1 The parties acknowledge that this Agreement constitutes the sole agreement in this
11 matter for repayment of disallowed amounts previously paid to Provider in County Agreement
12 No. 18-690, that it supersedes any prior oral or written recoupment/repayment agreements, and
13 that any modifications may only be affected by a writing signed by all parties to this Agreement.
14 This repayment agreement does not supersede the underlying County Agreement Nos. 18-690,
15 23-291 or any other agreement between County and Provider.

16 6.2 If any provision of this Agreement is found to be unenforceable, then the remaining
17 provisions shall remain valid and enforceable.

18 *[SIGNATURE PAGE FOLLOWS]*

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

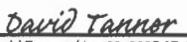
Mental Health Systems, Inc. dba TURN
Behavioral Health Services

COUNTY OF FRESNO


Jim Callaghan (Jan 27, 2025 11:55 PST)
James C. Callaghan Jr., CEO & President


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

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California


David Tanner (Jan 22, 2025 17:42 PST)
David Tanner, VP of Corporate Finance

By: 
Deputy

For accounting use only:

Org No.: 56302081
Account No.: 7295
Fund No.:0001
Subclass No.:10000