

**AGREEMENT BETWEEN COUNTY OF LAKE & SIERRA PATHWAYS, A
LICENSED SOCIAL WORKER CORPORATION FOR FISCAL YEARS
2025-2027**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” Sierra Pathways, A Licensed Clinical Worker Corporation hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

RECITALS

WHEREAS, Sierra Pathways, A Licensed Clinical Social Worker Corporation is an organization whose founder and director has a long-standing history of providing integrated mental health and substance use disorder (SUD) treatment services, with a strong commitment to evidence-based practices and culturally responsive care for the community; and

WHEREAS, Sierra Pathways, A Licensed Clinical Social Worker Corporation submitted a proposal in response to the County of Lake's Request for Proposals (RFP) No. 25-1138 for the allocation of Opioid Settlement Funds (OSF), which sought to address the urgent behavioral health needs of transitional age youth (TAY) and adults in Lake County, particularly those impacted by co-occurring mental health and substance use disorders; and

WHEREAS, Sierra Pathways' proposal was reviewed and scored by a panel of experts as part of the competitive RFP process, and was selected to receive funding based on its alignment with the County's behavioral health priorities and the goals of the Opioid Settlement Funds, which aim to mitigate the impacts of opioid use within the community; and

WHEREAS, as part of its proposal, Sierra Pathways, A Licensed Clinical Social Worker Corporation intends to use the Opioid Settlement Funds to support the initial operations of the **Day Treatment Intensive (DTI) Half-Day Program** and the **Adult Residential Facility (ARF)**, both of which will serve transitional age youth (TAY) and adults with co-occurring mental health and substance use disorders in Lake County; and

WHEREAS, the DTI program will provide outpatient treatment services, including evidence-based therapies and life skills training, for individuals in need of intensive support but not requiring inpatient care, while the ARF will provide 24/7 residential care and treatment for those requiring a higher level of supervision and support; and

WHEREAS, these programs are designed to expand access to critical services for vulnerable populations in Lake County and to directly address opioid use and its impact, as well as the broader mental health and substance use treatment gaps in the region; and

WHEREAS, the project described in Sierra Pathways' proposal is designed to serve as a local match for the Behavioral Health Continuum Infrastructure Program (BHCIP) Round 1 Launch Ready grant, which will provide funding for the development of a comprehensive behavioral health campus in Lake County, including the DTI and ARF programs, in alignment with the California Department of Healthcare Services' funding priorities; and

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WHEREAS, this project is eligible to receive County Opioid Settlement Funds under the County's Opioid Settlement Funds Expenditure Plan, as it directly supports the goals of opioid abatement and addresses the critical need for mental health and SUD services in Lake County, particularly for TAY and individuals with co-occurring disorders.

NOW, THEREFORE, based on the forgoing recitals, the parties hereto agree as follows:

1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Sierra Pathways, A Licensed Clinical Social Worker Corporation shall provide to County the services described in the "**Scope of Services**" attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C**, the Agreement shall prevail.

2. **TERM**. This Agreement shall commence on July 1, 2025, and shall terminate on June 30, 2027, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION**. Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, "**Scope of Services**." **Compensation to Contractor shall not exceed Nine Hundred Sixty-Thousand, Two Hundred Eighty-One Dollars and Fifty-Seven Cents (\$960,281.57).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled "**Fiscal Provisions**" attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this Agreement.

4. **TERMINATION**. This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor. In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION**. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Administrator.

6. **NOTICES**. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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County of Lake

Lake County Behavioral Health
PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Elise Jones, MA
Director

Sierra Pathways, A Licensed Clinical
Services Social Worker Corporation

PO Box 1445
Cobb, CA 95426
bbrody@sierrapathways.org
Attn: Brooke Brody, LCSW
Chief Program Officer

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Services
Exhibit B - Fiscal Provisions
Exhibit C - Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B, and Exhibit C**, titled, “**Compliance Provisions,**” attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

County and Contractor have executed this Agreement on the day and year first written above.

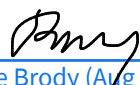
COUNTY OF LAKE

SIERRA PATHWAYS, A LICENSED
SOCIAL WORKER CORPORATION

Chair

Board of Supervisors

Date: _____



Brooke Brody (Aug 4, 2025 10:17:37 PDT)

Brooke Brody, LCSW

Chief Program Officer

Date: 08/04/2025

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

ATTEST:

SUSAN PARKER

Clerk to the Board of Supervisors

By: 

Date: 7/7/2025

Nicole Johnson

Sr. Deputy County Counsel

By: _____

Date: _____

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EXHIBIT A – SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES.

Sierra Pathways, A Licensed Clinical Social Worker Corporation proposes to launch a dual-program initiative aimed at addressing substance use and mental health disorders among transitional age youth (TAY) in Lake County. The proposal encompasses the development of two interconnected programs:

1. **Day Treatment Intensive (DTI) Half-Day Program:** A structured outpatient program providing therapeutic, psychoeducational, recovery support, and life skills training to TAY (ages 16-25) with primary mental health diagnoses and co-occurring substance use disorders (SUDs).
2. **Adult Residential Facility (ARF):** A certified ASAM 3.1 residential treatment program that provides 24/7 care for TAY aged 18-25 who require sober living and clinical support. This program will be integrated with the DTI program, allowing residents to benefit from both treatment options.

These services are designed to address the critical gaps in Lake County's behavioral health services, specifically tailored for TAY with co-occurring SUD and mental health issues. The programs will use evidence-based clinical models including Dialectical Behavioral Therapy (DBT) and the Seven Challenges model, as well as Medication-Assisted Treatment (MAT) for those who need it.

The OSF funding requested will be utilized for the startup costs of these services, including staffing, training, furnishings, and operational setup. The project will serve as a foundation for future expansion of services under the BHCIP funding.

Project Overview:

Sierra Pathways, A Licensed Clinical Social Worker Corporation has been awarded **Opioid Settlement Funds (OSF)** to support the launch of two critical programs in Lake County: the **Day Treatment Intensive (DTI) Half-Day Program** and the **Adult Residential Facility (ARF)**. These programs aim to address the mental health and substance use disorder (SUD) treatment needs of **Transitional Age Youth (TAY)**, **adults**, and individuals with **co-occurring disorders** in Lake County, with a particular focus on opioid abatement.

Target Populations:

The primary target populations for the **DTI** and **ARF** programs include:

- **Transitional Age Youth (TAY)** aged **16-25**, who are at risk of or currently experiencing mental health and/or substance use disorders, homelessness, school disengagement, and involvement in the justice system.

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- **Adults aged 18 and older**, including individuals with **co-occurring mental health and substance use disorders** who require outpatient and residential treatment.
- **Individuals impacted by opioid misuse**, including those with direct or indirect connections to opioid use within their family or community.
- **Vulnerable populations**, including those from historically underserved groups, such as Native communities, individuals with histories of trauma, and those facing barriers to accessing mental health and addiction services.

Program Reporting Requirements:

To ensure transparency and accountability, Sierra Pathways, A Licensed Clinical Social Worker Corporation agrees to comply with the following **reporting requirements**:

1. Monthly Program Activity Reports:

- Sierra Pathways, A Licensed Clinical Social Worker Corporation will submit monthly activity reports detailing:
 - Number of individuals served, broken down by age group, gender, and primary diagnosis (e.g., substance use disorder, mental health condition, or co-occurring disorder).
 - Enrollment and retention rates for both the **DTI Half-Day Program** and **ARF**.
 - A summary of services provided (e.g., number of therapy sessions, MAT interventions, life skills training sessions).
 - Program outputs, such as client engagement in peer support or vocational activities.

2. Quarterly Outcome Reports:

- Sierra Pathways, A Licensed Clinical Social Worker Corporation will submit quarterly reports that provide data on:
 - **Treatment Outcomes:** Improvement in client symptoms and functioning, including assessments (e.g., PHQ-9, GAD-7, or other standardized scales).
 - **Opioid Abatement Impact:** Data demonstrating the impact of the program on opioid use reduction or prevention in participants.
 - **Service Effectiveness:** Analysis of client progress and satisfaction, including follow-up outcomes.

3. Annual Impact Report:

- Sierra Pathways, A Licensed Clinical Social Worker Corporation will submit an annual report detailing the program's overall impact, including:
 - Summary of program activities over the year.
 - Detailed outcomes related to **opioid use reduction, mental health improvements, and substance use disorder management**.
 - Success stories or case studies that demonstrate the program's impact on clients' lives.
 - Cost-efficiency of the program, including a comparison of the **OSF funding** expended versus outcomes achieved.

4. Financial Reports:

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- Sierra Pathways, A Licensed Clinical Social Worker Corporation will submit financial documentation for **OSF fund expenditure** as part of the reimbursement process, including a breakdown of **operational costs, staffing, and program-specific expenses**.
- Reports will also include **documentation of matching funds** used for the **BHCIP application** and alignment with the local match requirements.

5. **Ad-Hoc Reports:**

- Upon request, Sierra Pathways, A Licensed Clinical Social Worker Corporation will provide ad-hoc reports or data summaries to Lake County Behavioral Health Services (LCBHS), including but not limited to program adjustments, changes in target populations served, and financial expenditure reports.

Performance Metrics:

To assess the effectiveness of the **DTI** and **ARF** programs, Sierra Pathways, A Licensed Clinical Social Worker Corporation will use the following key performance indicators (KPIs):

- **Client Retention Rate:** The percentage of individuals who complete the program or continue treatment over a specific time period (e.g., 90 days, 6 months).
- **Opioid Use Reduction:** A measurable decrease in opioid use among participants, as self-reported or verified through testing (e.g., urine screens).
- **Program Satisfaction:** Feedback collected from clients regarding their satisfaction with services, collected through surveys at intake, midpoint, and discharge.
- **Clinical Improvement:** Based on standardized assessments (e.g., PHQ-9, GAD-7) and clinical observation.
- **Referral Success:** The rate at which clients are successfully referred to and engaged in further community or recovery services.

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EXHIBIT B – PAYMENT TERMS

1. Funding Source & Reimbursement Structure:

Sierra Pathways, A Licensed Clinical Social Worker Corporation will utilize **Opioid Settlement Funds (OSF)** to cover the operational costs associated with the **DTI Half-Day Program** and **Adult Residential Facility (ARF)**. Funds will be distributed via a reimbursement-based payment structure. The total amount of **OSF funding** allocated to Sierra Pathways, A Licensed Clinical Social Worker Corporation under this Agreement is **\$960,281.57**.

Payments will be issued **quarterly** based on the submission of detailed invoices and program activity reports. The final amount awarded may be adjusted based on actual expenditures and adherence to the contract deliverables.

2. Payment Schedule & Milestones:

The payment schedule will be tied to program deliverables and financial reporting requirements, as detailed in **Exhibit A: Scope of Work**. Payments will be issued on a **reimbursement** basis once the following milestones are met and verified by **Lake County Behavioral Health Services (LCBHS)**:

Milestone	Payment Amount	Due Date
Initial Payment for DTI Program Setup	\$562,149.12	Upon signing of agreement, to cover initial operational costs, including staffing and program materials, rent, and renovation cost.
Payment 2 for first two months of DTI program operating expenses and expected tax liability	\$398,132.45	Due at the end of Month 3 (first quarter) to cover additional renovation costs and operating costs (primarily staff salaries) until revenue starts to come in.
ARF Program setup		Expenses covered from DTI program revenue

Total OSF Funding: \$960,281.57

3. Submission of Invoices & Reports:

To receive reimbursement, Sierra Pathways, A Licensed Clinical Social Worker Corporation must submit:

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- **Invoices** reflecting the actual expenses incurred for the **DTI Half-Day Program** and **Adult Residential Facility (ARF)**, which must align with the budgetary guidelines and funding allocations.
- **Quarterly Progress Reports**, which include:
 - A summary of activities and services rendered in the reporting period.
 - Detailed expenditure breakdown showing how OSF funds have been used.
 - Documentation of deliverables met, including client enrollment and program participation data.
 - Evidence of **matching funds** used for the **BHCIP proposal** and its alignment with program progress.
 - Copies of financial records and receipts for purchases made under the OSF funding.
 - Any other required documentation as outlined in **Exhibit A**.

4. Reimbursement Procedures:

- **Verification Process:** Upon receipt of invoices and program reports, **LCBHS** will verify that the reported expenses align with the approved program budget and deliverables. **LCBHS** will review all submitted documentation to ensure that Sierra Pathways, A Licensed Clinical Social Worker Corporation has met the conditions specified in this agreement.
- **Payment Timeline:** Payments will be issued **within 30 days** of approval of the submitted invoices and reports. If additional documentation or clarification is required, **LCBHS** will request it from Sierra Pathways, A Licensed Clinical Social Worker Corporation before releasing the payment.

5. Funding Restrictions:

- OSF funds provided under this agreement are **restricted** to the specific purposes outlined in **Exhibit A: Scope of Work**. Funds may not be used for any purposes outside the approved activities related to the **DTI Half-Day Program** and **Adult Residential Facility (ARF)** programs, nor may they be used to cover deficits or unrelated organizational expenses.
- All spending must align with the categories outlined in the submitted budget.

6. Program Continuation & Adjustments:

- Should Sierra Pathways, A Licensed Clinical Social Worker Corporation identify the need for additional funding beyond what has been awarded under this agreement, any such request must be submitted to **LCBHS** for review and approval. Any additional funding must comply with the **Opioid Settlement Funds** guidelines and the objectives of the **DTI** and **ARF** programs.
- **LCBHS** reserves the right to make adjustments to the funding distribution based on the **OSF** expenditure guidelines, program performance, and the availability of funds.

7. Unused Funds:

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- Any **unused funds** at the end of each fiscal year or project phase must be returned to **Lake County Behavioral Health Services** unless an extension or reallocation request is submitted and approved.
- Funds will not be carried over without prior written consent from **LCBHS**.

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EXHIBIT C – COMPLIANCE PROVISIONS

1. Legal and Regulatory Compliance:

Sierra Pathways, A Licensed Clinical Social Worker Corporation agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to those governing the use of **Opioid Settlement Funds (OSF)**, as well as those that apply to the specific services being delivered under this agreement, namely the **DTI Half-Day Program** and the **Adult Residential Facility (ARF)**. Sierra Pathways, A Licensed Clinical Social Worker Corporation must also comply with the guidelines provided by **Lake County Behavioral Health Services (LCBHS)**.

2. Reporting and Documentation Requirements:

Sierra Pathways, A Licensed Clinical Social Worker Corporation is required to submit all necessary **financial reports, program performance data, and supporting documentation** in accordance with the **Opioid Settlement Fund** guidelines. This includes quarterly progress reports, detailed financial documentation, and other reports as specified in **Exhibit A: Scope of Work**.

Reports must include:

- Detailed **expenditure reports** showing how the OSF funds have been utilized.
- Documentation of **program deliverables** achieved (e.g., client enrollment, outcomes).
- Evidence of **match funding** for any leveraged BHCIP grant opportunities.
- Any additional **supporting documents** requested by **LCBHS**.

3. Audits and Monitoring:

Sierra Pathways, A Licensed Clinical Social Worker Corporation agrees to allow **LCBHS** or designated representatives access to relevant financial and programmatic records, as necessary, for the purposes of monitoring compliance and ensuring appropriate use of **Opioid Settlement Funds**.

- **Annual Audits:** Sierra Pathways, A Licensed Clinical Social Worker Corporation must make all records available for **audits** by **LCBHS** and/or external auditors designated by the County to ensure funds are being used in compliance with the terms of this agreement.
- **Financial Monitoring:** In addition to the annual audits, **LCBHS** may periodically review financial and program performance to ensure that the funds are being used appropriately.

4. Conflicts of Interest:

Sierra Pathways, A Licensed Clinical Social Worker Corporation agrees to disclose any potential **conflicts of interest** that may arise during the course of the contract. This includes any financial or personal interest that could influence the impartial delivery of services or the use of **Opioid Settlement Funds**.

If a conflict of interest is identified, Sierra Pathways, A Licensed Clinical Social Worker Corporation must immediately notify **LCBHS** and take corrective actions to ensure compliance with the applicable laws and regulations.

5. Use of Funds:

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Sierra Pathways, A Licensed Clinical Social Worker Corporation agrees that **Opioid Settlement Funds** provided under this agreement will only be used for the specific purposes outlined in **Exhibit A: Scope of Work**. Any **reallocation** of funds must be approved in writing by LCBHS prior to expenditure.

Funds cannot be used for:

- General operating expenses outside of the approved program categories.
- Any deficit reduction for unrelated organizational expenses.
- Expenses that do not directly align with the **DTI Half-Day Program** and **Adult Residential Facility (ARF)**.

6. Equal Opportunity and Non-Discrimination:

Sierra Pathways, A Licensed Clinical Social Worker Corporation agrees to provide services under this agreement in a manner that ensures **equal opportunity** and **non-discrimination**. This includes:

- Compliance with all federal, state, and local laws regarding non-discrimination in employment, program delivery, and services.
- Services that are accessible to all individuals, regardless of race, color, national origin, age, disability, or gender.

7. Privacy and Confidentiality:

Sierra Pathways, A Licensed Clinical Social Worker Corporation, must comply with applicable **privacy laws** and ensure that client information, including but not limited to, personal, medical, or financial data, is kept **confidential** in accordance with:

- **Health Insurance Portability and Accountability Act (HIPAA)**
- **California State Law** (including data protection regulations)
- Any other applicable privacy and confidentiality regulations.

8. Indemnification:

Sierra Pathways, A Licensed Clinical Social Worker Corporation, agrees to **indemnify**, defend, and hold harmless **Lake County Behavioral Health Services** and its employees, contractors, and agents from any **liability, claims, damages, or costs** arising from or related to the services provided under this agreement, including but not limited to:

- **Claims of negligence** or misconduct during the course of the project.
- **Breach of confidentiality** or privacy requirements.
- **Violations of federal, state, or local laws** or regulations governing the use of funds.

9. Termination and Suspension:

LCBHS reserves the right to terminate or suspend this agreement if:

- Sierra Pathways, A Licensed Clinical Social Worker Corporation, fails to comply with any of the terms outlined in this agreement.
- There are violations related to the use of **Opioid Settlement Funds**.
- Sierra Pathways, A Licensed Clinical Social Worker Corporation, does not submit required documentation or reports in a timely manner.

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Termination for Cause: If the agreement is terminated for cause, Sierra Pathways, A Licensed Clinical Social Worker Corporation may be required to reimburse any funds that were expended in violation of the terms of the agreement.

Termination for Convenience: Either party may terminate the agreement with **30-day notice**, provided that termination is not related to non-compliance or failure to meet contractual obligations.

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25.26.50 Sierra Pathways OSF Grant FY 2025-27 revised

Final Audit Report

2025-08-04

Created:	2025-08-04
By:	Avela Gaytan (avela.gaytan@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVxyH_8KaBzOgm2VK-BH3SPs7ypjoWzPB

"25.26.50 Sierra Pathways OSF Grant FY 2025-27 revised" History

 Document created by Avela Gaytan (avela.gaytan@lakecountyca.gov)

2025-08-04 - 4:27:38 PM GMT- IP address: 208.91.28.66

 Document emailed to bbrody@sierrapathways.org for signature

2025-08-04 - 4:28:05 PM GMT

 Email viewed by bbrody@sierrapathways.org

2025-08-04 - 4:28:10 PM GMT- IP address: 74.125.212.238

 Signer bbrody@sierrapathways.org entered name at signing as Brooke Brody

2025-08-04 - 5:17:35 PM GMT- IP address: 173.27.83.18

 Document e-signed by Brooke Brody (bbrody@sierrapathways.org)

Signature Date: 2025-08-04 - 5:17:37 PM GMT - Time Source: server- IP address: 173.27.83.18

 Agreement completed.

2025-08-04 - 5:17:37 PM GMT