

CONTRACT FOR SERVICES

CASCADE MENTAL HEALTH CARE, 2428 Reynolds Ave, Centralia, WA (hereinafter, CONTRACTOR), and THE LEWIS COUNTY SHERIFF (hereinafter, COUNTY) agree as set forth in this Agreement, including: General Conditions, Exhibit A and A-1 (Scope of Work and Payment) and Exhibit B (Special Conditions), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence as soon as legal arrangements are finalized. Unless work is completed prior to the expiration of one year, this agreement is renewable in one-year increments unless written notice of termination is provided either by the COUNTY or the CONTRACTOR ninety or more days prior to the expiration of the term.

CONTRACTOR acknowledges and by signing this contract agrees the Indemnification provisions set forth in Paragraphs 5, 13, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of May, 2015.

CONTRACTOR:

Name: Richard Stull

Title of Signatory: CEO

Mailing Address:
Cascade Mental Health Care
2428 Reynolds Ave
Centralia, WA 98531

Robert R. Snaza
Lewis County Sheriff

Kevin Hanson
Kevin Hanson, Corrections Chief

Federal Tax ID No: 910836093

GENERAL CONDITIONS

1. Scope of Contractors Services:

The Contractor agrees to provide to the County services and material set forth in the project narrative identified as Exhibit "A" and "A-1" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit's "A" "A-1" and "C". Where Exhibit's "A" and "A-1" require payments by Lewis County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "A" and "A-1" by documentation and agreement of work performed during the time period for which the bill has been submitted.. Unless specifically stated in Exhibit "A" and "A-1" or approved in writing in advance by the official executing this Agreement for Lewis County, (hereinafter referred to as the "Contracting Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly; through the County voucher system for the Contractor's service pursuant to the fee schedules set forth in Exhibit's "A" and "A-1".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer, or as set forth in Exhibit's "A" and "A-1".

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as Special Conditions in Exhibit "B".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master- servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges the entire compensation for this Agreement are specified in Exhibit's "A" and "A-1" and the Contractor is not entitled to County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Conditions.

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the contractor defaults by failing to perform the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or make an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Exhibit's "A" and "A-1", has

been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit "A" and "A-1", including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officer and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and an account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver:

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

14a. Insurance Requirements

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier licensed to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons licensed by the State of Washington, professional liability insurance:

- **Commercial Automobile Liability: Bodily Injury Liability and Property Damage Liability Insurance** \$1,000,000 each occurrence OR combined single limit coverage of \$3,000,000, with not greater than a \$1000.00 deductible.
- **Commercial General Liability: Bodily Injury Liability and Property Damage Liability Insurance** \$1,000,000 each occurrence OR combined single limit coverage of \$3,000,000, with not greater than a \$1000.00 deductible.
- **Professional Liability Insurance:** Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$3,000.00 deductible for all liability which may be incurred during the life of this contract.

Lewis County shall be named as primary-noncontributory additionally insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Lewis County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Lewis County shall have no obligation to report occurrences unless a claim is filed with the Lewis County Risk manager; nor shall Lewis County have an obligation to pay premiums.

15. Venue and Choice of Law:

In the event litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Thurston. The Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payment are conditioned upon the following:

- Contractor shall be notified promptly in writing by County of any notice of such claim.
- Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

20. Disputes:

A. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

B. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Contractor is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County. The Contractor may keep duplicate records.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Lewis County Sheriff or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Lewis County Prosecuting Attorney for whom services are rendered, to wit: Lewis County Prosecuting Attorney, 360 NW North St., Chehalis, WA 98532. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the U.S. mail, first class, postage prepaid, and shall be effective upon delivery or three days after mailing, respectively.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
SCOPE OF WORK AND PAYMENT FOR JAIL MH SERVICES

1. CONTRACTOR shall provide mental health counseling services within the Lewis County Jail facilities, in the form of a "Lewis County Sheriff's Office Corrections Bureau Mental Health Counselor" (hereinafter, Counselor), as defined and designated in the attached job descriptions (exhibit C).
2. The CONTRACTOR shall notify the COUNTY of the identity of the initial proposed Counselor and shall provide requested documentation tending to establish or relate to personal and professional credentials necessary to perform the services required of the position. The proposed Counselor shall be subject to a criminal history check and jail security clearance, for which a signed authorization shall be provided the COUNTY.
3. The COUNTY and CONTRACTOR shall mutually agree upon the suitability of a proposed Counselor prior to the Counselor being accepted under this contract. This contract is for an independent contractor to provide 2.5 full time equivalent staff at least .5 of which will be a mental health professional OR provide 2.0 full time equivalent staff at least 1 of which will be a mental health professional..
4. The nature of the services called for herein are of such a nature as to require they each be provided by the Counselor, and no other person may be substituted in place of the Counselor without written consent of the COUNTY.
5. The CONTRACTOR may retain, upon written approval of the COUNTY'S contact officer, designated under GENERAL CONDITIONS, such additional persons, consultants and experts as may be necessary to provide contractor services to the County under this Agreement, and CONTRACTOR shall be reimbursed for the services of said additional personnel at rates agreed upon in writing
6. The annual maximum fees and charges in connection with this project shall not exceed \$140,000.00, without prior written authorization from the COUNTY, which shall be paid to the CONTRACTOR for services provided at the direction of jail administrator or designee..

Yearly budget as follows:

For Jail Services:

91000 Salaries
34580 Benefits
2400 Lead staff salary
3500 Longevity bonuses
2250 Training
500 Travel (mileage, etc.)
500 Staff recruitment/orientation
450 Staff registrations costs
1600 Non capital equipment
600 Supplies
3000 Computers (1x/3 years)

EXHIBIT "A-1"
SCOPE OF WORK AND PAYMENT FOR MENTAL HEALTH ALTERNATIVE SERVICES

1. CONTRACTOR shall provide mental health services within Lewis county, in the form of a Lewis County Mental Health Alternative Coordinator (hereinafter, Counselor), and Lewis County Mental Health Alternative Case Aid as defined and designated in the attached job descriptions (exhibit D).
2. The CONTRACTOR shall notify the COUNTY of the identity of the initial proposed Counselor and Aid, and shall provide requested documentation tending to establish or relate to personal and professional credentials necessary to perform the services required of the position. The proposed Counselor shall be subject to a criminal history check and jail security clearance, for which a signed authorization shall be provided the COUNTY.
3. The COUNTY and CONTRACTOR shall mutually agree upon the suitability of a proposed Counselor prior to the Counselor being accepted under this contract. This contract is for an independent contractor to provide 2.0 full time equivalent positions.
4. The nature of the services called for herein are of such a nature as to require they each be provided by the Counselor, and no other person may be substituted in place of the Counselor without written consent of the COUNTY.
5. The CONTRACTOR may retain, upon written approval of the COUNTY'S contact officer, designated under GENERAL CONDITIONS, such additional persons, consultants and experts as may be necessary to provide contractor services to the County under this Agreement, and CONTRACTOR shall be reimbursed for the services of said additional personnel at rates agreed upon in writing.
6. The annual maximum fees and charges in connection with this project shall not exceed \$96,210.00, without prior written authorization from the COUNTY, which shall be paid to the CONTRACTOR for services provided at the direction of jail administrator or designee.

Annual Budget: This includes 2 positions- Case Aid and Clinician 1.

63650	Salaries
22277.50	Benefits
3000	Travel and Meals
4382.50	Admin Supplies and Postage
1600	Computers
600	Communication
700	Furniture and Fixtures
96210	Total

EXHIBIT "B"

SPECIAL CONDITIONS

A. Definitions

The COUNTY is the recipient of CONTRACTOR'S services, and at all times acts through its Board of County Commissioners. The Contact Officer of the COUNTY will be Kevin Hanson, Jail Administrator, or designee.

B. Contractor Registration

The CONTRACTOR agrees and covenants to furnish unto the COUNTY proper evidence the CONTRACTOR has fully complied with the State Licensing Law. CONTRACTOR shall include its contractor's license number in the space provided in the "Conditions of Proposal".

C. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware public funds are being used to assist in this project. During the performance of this contract, the CONTRACTOR agrees as follows:

- 1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this non-discrimination clause.
- 2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- 3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5. The CONTRACTOR will furnish information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- 6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with "litigation with a sub-contractor or vendor as a result of such direction by the contracting agency", the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. Original Specifications

It is hereby expressly agreed by and between the parties involved in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

CONTRACTOR further agrees that said contract is terminable in case the CONTRACTOR shall violate the provisions of such act.

The CONTRACTOR, and sub-contractors shall further verify:

- It had not employed or retained any company or person (other than a full time bona fide employee working solely for the CONTRACTOR) to solicit or receive this contract; and
- It has not paid or agreed to pay any company or person (other than a full time bona fide employee working solely for the CONTRACTOR) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and
- It has not been asked or otherwise coerced, whether express or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor & Industries of the State and his decision therein shall be final, binding, and conclusive on all parties.

**EXHIBIT "C" (re: exhibit A)
CASCADE MENTAL HEALTH CARE**

JOB TITLE: Clinician I (Jail Counselor)
DEPARTMENT: Jail Services
SUPERVISOR: Jail Services Program Manager
FLSA/TYPE: Exempt FTE

Job Summary:

To provide assessment and intervention to inmates exhibiting symptoms of a mental disorder to assure they are not inappropriately incarcerated, but diverted and linked to appropriate community care.

Essential Job Characteristics:

The employee must be able to accomplish the following tasks with or without accommodations: Provide assessment and intervention as well as referral to the Jail Mental Health Professional when appropriate to ensure:

Linkage to services within the community

Decreased risk of recidivism

Reduced likelihood of psychiatric hospitalization

Provide written reports and testimony to courts as required.

Provide consultation, education, and liaison to law enforcement, health personnel, and other appropriate agencies and groups.

Participate in supervision, consultation, and training at the direction of the Program Manager.

Maintain records and reports in accordance with CMHC policies and procedures.

Other Responsibilities:

Provides reports in accordance with agency policies and procedures.

Ensures that ethical and professional standards of practice are maintained.

Participates in other selected activities at the direction of the Emergency Services Program Manager.

Job Qualifications & Requirements:

Bachelor's Degree in Social/Behavioral Sciences required; two years' experience working with individuals with severe and persistent illness preferred.

Washington State Counselor Registration required.

Must be able to pass WA State Patrol and FBI background checks.

Must be able to represent the Agency in a positive and professional manner.

Must be able to communicate clearly, both verbally and in writing.

Must be able to enter information into a computer network system.

Must comply with agency policies and procedures.

Must have a valid driver's license.

Must be able to operate a motor vehicle.

Must be able to gain access to all types of buildings and residences regardless of the structures' handicapped accessibility or lack thereof.

Must maintain current home telephone and address on file with the personnel office.

Relationships:

Reports to the Jail Services Program Manager.

Hours of Work:

This position will normally require that the employee work a standard, Monday through Friday forty (40) hour week. This position is classified as being "exempt" according to the Fair Labor Standards Act.

Specific Duties and Responsibilities:

1. **Job Function:** Provide assessment and intervention as well as referral to the Jail Mental Health Professional when appropriate to ensure:

- A. linkage to services within the community
- B. decreased risk of recidivism
- C. reduced likelihood of psychiatric hospitalization

Performance Standard:

Provides assessment and intervention to all new inmates within 24 hours of request either by staff or inmate 95% of the time.

Provides assessment and intervention to inmates upon request of a sergeant or medical staff within 24 hours 95% of the time.

Provides assessment and intervention to all appropriate requests by inmates according to order received and priority.

Screens and refers inmates exhibiting symptoms of a mental disorder to the Jail Mental Health Professional 100% of the time.

Job Function: Provides written reports and testimony to courts as required.

Performance Standard:

Provides 100% of required verbal/written court testimony within timeframe allotted by the courts.

Provides 90% of all other written reports to the designated authority within the timeframe designated by that authority.

Job Function: Provides consultation, education, and liaison to law enforcement, health personnel, and other appropriate agencies and groups.

Performance Standard:

Meets at least quarterly with the jail administrator or designee and the JJial Mental Health Team Lead to discuss ongoing needs and concerns and consultation/training needs.

Provides training at least annually to jail staff regarding the referral process.

In conjunction with the Program Manager, meets at least annually with the court authorities and Prosecuting Attorney's office to discuss protocols and areas of concern.

Job Function: Participates in supervision, consultation and training at the direction of the supervisor.

Performance Standard:

Meets at least weekly with the Program Manager for supervision and to discuss needs/concerns 90% of the time.

Attends 90% of all program staffing.

Attends 90% of monthly All Staff meetings.

Complete all training as outlined on the Annual Training Plan within the allotted timeframes.

Job Function: Maintains records and reports in accordance with CMHC policies and procedures.

Performance Standard:

Completes 95% of Service Reports and Progress Notes and provides them to MIS within 72 hours of the day following completion of services.

JOB TITLE: Jail Mental Health Professional
DEPARTMENT: Jail Services
SUPERVISOR: Jail Services Program Manager
FLSA/TYPE: Exempt/Regular

Job Summary:

Provide intake assessment, diversion, case management and discharge services to assure persons with a mental disorder are not inappropriately incarcerated, but diverted and linked to appropriate community care.

Essential Functions: The employee must be able to accomplish the following tasks with or without accommodations:

Provide intake assessments and case management to pre-trial and sentenced mentally ill inmates, within 45 days prior to and following release, to ensure:

- A. Linkage to services within the community
- B. Decrease the risk of recidivism
- C. Reduce the likelihood of psychiatric hospitalization

Provide transition meeting between clients and assigned case manager to ensure continuity of services.

Provide written reports and testimony to the courts as required.

Assist inmates identified as having a mental disorder with the Health Plan finder benefits process to ensure benefits are activated upon release.

Provide consultation, education, and liaison to law enforcement, health personnel, and other appropriate agencies and groups.

Maintain records and reports in accordance with CMHC Policies and Procedures.

Participate in supervision, consultation and training at the direction of the supervisor.

Other Responsibilities:

Provides reports in accordance with Agency policies and procedures.

Ensures that ethical and professional standards of practice are maintained.

Participates in other activities at the direction of the Program Manager.

Job Qualifications & Requirements:

Master's Degree in Social/Behavioral Sciences and two years of post-graduate experience in mental health services required; experience in providing mental health service in a correctional setting preferred.

Washington State Counselor Registration required/License preferred.

Must be able to pass WA State Patrol and FBI Background checks.

Must be able to represent the agency in a positive and professional manner.

Must be able to communicate clearly, both verbally and in writing.

Must be able to enter information into computer network system.

Must comply with agency policies and procedures.

Must have a valid driver's license.
Must be able to operate a motor vehicle.
Must be able to gain access to all types of buildings and residences regardless of the structures handicapped accessibility or lack thereof.
Must maintain current home telephone and address on file with the personnel office.

Relationship:

Reports to the Emergency Support Services Program Manager

Hours of Work:

This position will normally require that the employee work a standard, Monday through Friday forty (40) hour week. This position is classified as being "exempt" according to the Fair Labor Standards Act.

Specific Duties & Responsibilities:

1. **Job Function:** Provide intake assessments and case management to pre-trial and sentenced mentally ill inmates, within 45 days prior to and following booking, to ensure:
 - A. Linkage to services within the community
 - B. Decrease the risk of recidivism
 - C. Reduce the likelihood of psychiatric hospitalization

Performance Standard:

Contacts Prosecuting Attorney's, jail staff, law enforcement or other necessary individuals within 48 business hours of receiving a referral on an inmate pre/post booking, for 90% of all referrals.

Meets with 90% of all referrals within 48 hours of referral to do intake assessment.

Submits 90% or all intakes to CMHC Care manager within 48 hours of intake assessment.

Meets with 90% of all assigned clients at least weekly to ensure compliance with recovery/diversion plan.

2. **Job Function:** Provide transition meeting between clients and assigned case manager to ensure continuity of services.

Performance Standard:

Meets with 90% of all assigned clients and assigned case manager to discuss transition process and complete Transfer form within 48 hours of case manager assignment.

Review 90% of Initial Recovery/Diversion plan with case manager for all assigned clients.

Meet with 90% of all clients and assigned case manager to assist in transition process within 5 business days of case manager assignment.

3. **Job Function:** Provides written reports and testimony to the courts as required.

Performance Standard:

Provides 100% of required verbal/written court testimony within timeframe allotted by the courts.

Provides 90% of all other written reports to the designated authority within the timeframe designated by that authority.

4. **Job Function:** Assist inmates identified as having a mental disorder with the Health Plan finder process to ensure benefits are activated upon release.

Performance Standard:

Assists 90% of assigned clients with completing Health Plan Finder benefits application within 10 business days after assignment.

5. **Job Function:** Provides consultation, education, and liaison to law enforcement, health personnel, and other appropriate agencies and groups.

Performance Standard:

Meets at least quarterly with the jail administrator or designee and Jail Mental Health Team Lead to discuss ongoing needs and concerns and consultation/training needs.

Provides training at least annually to jail staff regarding referral process.

In conjunction with Program Manager, meets at least annually with court authorities and Prosecuting Attorney's office to discuss protocols and areas of concern.

6. **Job Function:** Maintains records and reports in accordance with CMHC Policies and Procedures.

Performance Standard:

Completes 95% of Service Reports and Progress Notes and provides them to MIS by noon the next business day.

Completes 90% of the following forms within the allotted timeframe:

Intake assessment

Initial Recovery/Diversion Plan

Entry documents

Transfer of Primary Clinician

Completes 95% all quarterly reports by the specified due date.

7. **Job Function:** Participates in supervision, consultation and training at the direction of the supervisor.

Performance Standard:

Meet at least weekly with the Program Manager for supervision and to discuss needs/concerns 90% of the time.

Attend 90% of all program staff meetings.

Attend 90% of monthly All Staff meetings.

Complete all trainings as outlined on the Annual Training Plan within the allotted time frames.

Jail Mental Health Case Aide

The **Jail Mental Health Case Aide** will work collaboratively as a part of Cascade's Jail Mental Health Team. This position will focus primarily on assisting clients/inmates as they transition from custody, back into our community. This work will require strong interpersonal skills and the ability to work comfortably in a variety of settings, including the Lewis County Jail, area courtrooms, office settings, and independently in the community.

Duties to include:

Meeting one on one with clients inside the Lewis County Jail.

Coordinate appointments for clients with other providers and community resources.

Communicate effectively with other Jail Mental Health team members and Sheriff's Department staff.

Provide collaborative information and testimony as necessary to area courts, prosecuting attorneys and defense attorneys.

Requirements:

Pass a criminal background check

High School Diploma/GED

Valid Driver's License

DOH Agency Affiliated Counselor Credential or ability to gain one within 30 days of hire

**EXHIBIT "D" (re: Exhibit A-1)
CASCADE MENTAL HEALTH CARE**

JOB TITLE: Mental Health Alternative Coordinator
DEPARTMENT: Mental Health and Corrections
SUPERVISOR: Jail Services Program Manager
FLSA/TYPE: Exempt FTE

Job Summary:

The **Mental Health Alternative Coordinator** works collaboratively with Lewis County Superior Court staff, prosecuting attorneys, defense attorneys, Cascade Mental Health staff, area service providers, and active and potential Lewis County Mental Health Alternative (LCMHA) clients in order to develop release/recovery plans, coordinate care, and monitor compliance with LCMHA requirements. This position requires strong case management and problem solving skills, and excellent written and verbal communication. It also requires the ability to work with professionals from a variety of disciplines and to support and monitor clients with significant mental health and chemical dependency needs.

Essential Job Characteristics:

Employee must be able to accomplish the following tasks with or without accommodations:
Respond quickly and accurately to referrals and request for information from a variety of sources in order to ensure:

Effective linkage to services within the community.

Decreased risk of recidivism for LCMHA clients.

Effective collaboration with court personnel, Defense attorneys, Prosecuting attorneys, Corrections staff, law enforcement, area service providers and Cascade Mental Health Care staff (Herein, LCMHA partners).

Provide care coordination for all LCMHA clients.

Monitor compliance with LCMHA requirements.

Report all violations to LCMHA partners.

Participate in supervision, consultation, and training at the direction of the Program Manager.

Maintain records and reports in accordance with CMHC policies and procedures.

Other Responsibilities:

Provides reports in accordance with agency policies and procedures.

Ensures ethical and professional standards of practice are maintained.

Participates in other selected activities at the direction of the Program Manager.

Job Qualifications & Requirements:

Bachelor's Degree in Social/Behavioral Sciences required; two years' experience working with individuals with severe and persistent mental illness preferred.

Washington State Counselor Registration required.

Must be able to pass WA State Patrol and FBI background checks.

Must be able to represent the Agency in a positive and professional manner.

Must be able to communicate clearly, both verbally and in writing.

Must be able to enter information into a computer network system.

Must comply with agency policies and procedures.

Must have a valid driver's license.

Must be able to operate a motor vehicle.

Must be able to gain access to all types of buildings and residences regardless of the structures' handicapped accessibility or lack thereof.

Must maintain current home telephone and address on file with the personnel office.

Relationships:

This position reports directly to the Jail Services program manager, however, this position also works very closely and responds to requests from Jail and Law enforcement, Court personal, prosecuting and defense attorneys.

Hours of Work:

This position will normally require that the employee work a standard, Monday through Friday forty (40) hour week. This position is classified as being "exempt" according to the Fair Labor Standards Act.

Specific Duties and Responsibilities:

Job Function: Provide release planning and care coordination for new and potential Mental Health Court clients:

Performance Standard:

Make initial contact and begin preliminary case planning for all assigned clients the next business day.
Develop strengths based initial Individual Recovery Plans with clients prior to release 100% of the time
Provide LCMHA partners with accurate and current information prior to court appearances and staffing 100% of time

Job Function: Provide reports and testimony to LCMHA as required.

Performance Standard:

Provides 100% of required verbal/written court testimony within timeframe allotted by the courts.
Provides 90% of all other written reports to the designated authority within the timeframe designated by that authority.

Job Function: Provide ongoing support and monitoring of LCMHA requirements.

Performance Standard:

Review LCMHA client's progress and compliance with program requirements and provide weekly reports to LCMHA partners.
Provide case management and care coordination as necessary in order to support clients' efforts to remain in compliance with LCMHA requirements.
Meet weekly with Lewis County Superior court administrator, assigned counsel and Prosecuting attorney to review active cases and coordinate court appearances.
Meet quarterly with all LCMHA partners to discuss ongoing needs and concerns and consultation/training needs.
Work collaboratively with Cascade Mental Health staff and other area providers to develop and update strengths based release and follow up plans in accord with clients' needs and abilities.

Job Function: Participates in supervision, consultation and training at the direction of the supervisor.

Performance Standard:

Meets at least weekly with the Program Manager for supervision and to discuss needs/concerns 90% of the time.
Attends 90% of all program staffing.

Attends 90% of monthly All Staff meetings.

Complete all training as outlined on the Annual Training Plan within the allotted timeframes.

Job Function: Maintains records and reports in accordance with CMHC policies and procedures.

Performance Standard:

Completes 95% of Service Reports and Progress Notes and provides them to MIS within 72 hours of the day following completion of services.

JOB TITLE: Clinical Aide-Mental Health Alternative

DEPARTMENT: Mental Health and Corrections

SUPERVISOR: Jail Services Program Manager

FLSA/TYPE: Non-Exempt, Full Time

Job Summary:

The **Mental Health Alternative Case Aide** will collaborate closely with the Mental Health Alternative Coordinator, Jail Mental Health Team, and other Cascade clinicians to provide coordinated direct services to active and potential Lewis County Mental Health Alternative (LCMHA) participants. Using a strengths based, recovery oriented approach, and this position will assist clients as they transition from custody, back into our community and as they are in the LCMHA. This work will require strong interpersonal skills and the ability to work comfortably in a variety of settings, including the Lewis County Jail, area courtrooms, and other area agencies. This position will require the ability to work independently with clients living with significant mental health and chemical dependency needs. This position will require the ability to work with and transport clients independently.

Essential Functions:

Provides direct services to LCMHA clients including but not limited to:

Crisis Stabilization.

In home/community stabilization and support.

Individual Support.

Family education and support services.

Transportation to CMHC and other needed services.

Assistance applying for benefits.

Attending Court.

Developing and implementing release/transition plans.

Works as part of the Jail Mental Health team to provide direct services to active and potential LCMHA clients.

Maintains clinical records and provides reports in accordance with agency policies and procedures.

Works as part of the Therapeutic alternatives team to provide liaison, consultation and education services to other agencies, as well as to others, ie., family, friends, etc., who are actively involved with the client.

Ensures ethical and professional standards of practice are maintained.

Effective collaboration with court personnel, Defense attorneys, Prosecuting attorneys,

Corrections staff, law enforcement, area service providers and Cascade Mental Health Care staff (Herein, LCMHA partners).

Participates in supervision, consultation and training at the direction of the Jail Services Program Manager.

Other Responsibilities:

Provides reports in accordance with Agency policies and procedures.

Ensures that ethical and professional standards of practice are maintained.
Participates in other activities at the direction of the Jail services Program Manager.

Job Qualifications & Requirements:

High School Diploma or GED required, A.A. degree preferred.
Washington State Counselor Registration required.
Must be able to pass WA State Patrol and FBI background checks.
Two years' experience working in a social services setting preferred.
Must be able to work as part of a coordinated team.
Must be able to a flexible schedule, including evenings and weekends as needed.
Must have a valid driver's license.
Must be able to operate a motor vehicle.
Must be able to gain access to all types of buildings and residences regardless of the structures' handicapped accessibility or lack thereof.
Must maintain current home telephone and address on file with the personnel office.

Relationships:

Reports to the Jail Services Program Manager.

Hours of Work:

This position will normally require that the employee work a non-standard forty (40) hour work week (may include evening and weekend hours as needed). This position is classified as being "non-exempt" according to the Fair Labor Standards Act.

Specific Duties and Responsibilities:

1. **Job Function:** Provides goal oriented direct services to active and potential LCMHA court clients.

Performance Standard:

Provides direct services in accordance with CMHC expectations daily to LCMHA clients as evidenced by daily services reports.
Services provided are reflected in Recovery Plan as evidenced by Progress notes.
Competently navigates area programs and services to help LCMHA clients find meaningful and sustainable recovery.

2. **Job Function:** Communicates effectively with all LCMHA partners.

Performance Standard:

Meets at least twice weekly with LCMHA coordinator and therapeutic courts manager to client needs, progress, and upcoming care.
Provides feedback to case managers regarding client progress and needs as evidenced by client progress notes.
Provides effective written and oral responses to requests for information from LCMHA partners.

3. **Job Function:** Maintains clinical records and provides reports as needed.

Performance Standard:

Completes and submits 90% of all required paperwork on time.
Completes and submits 90% of all required reports on time.

4. **Job Function:** Ensures that ethical and professional standards of practice.

Performance Standard:

Reviews and ensures client signature on counselor disclosure form for all clients prior to providing services as evidence by client clinical record.

Completes all agency required training in time allotted.

Meets annually with Program Manager annually for performance review.

5. **Job Function:** Participates in supervision, consultation and training at the direction of the Jail Services Program Manager.

Performance Standard:

Meet at least bi-weekly with the Program Supervisor for supervision and to discuss staff needs at least 90% of the time.

Attend at least 90% of all program staff meetings.

Completes all trainings as outlined on the Annual Training Plan within the allotted time frame.