

CONTRACT FOR SERVICES

**Cascade Community Healthcare (Contractor)
2428 W. Reynolds Ave, Centralia, WA 98531
&
The Lewis County Sheriff (County)**

Cascade Community Healthcare know herein as “Contractor” and the Lewis County Sheriff known herein as “County”, agree as set forth in this Agreement, including General Conditions and the attached Exhibits A – F, which are incorporated herein by this reference as though set forth in full at this point.

The term of the Agreement shall commence on January 1, 2026. Unless work is completed prior to the expiration of one year, this agreement will automatically renew in one-year increments unless written notice of termination is provided either by the County or the Contractor thirty (30) days or more prior to the expiration of the term.

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, contracts, amendments, negotiations, and representations, whether written or oral, relating to the subject matter herein. All previous contracts and amendments between the parties are hereby terminated and replaced in their entirety by this Agreement.

Contractor acknowledges and by signing this agreement, agrees the indemnification provisions set forth in Paragraph 5, 14, 20, and 23, 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 _____ day of _____ 2026.

Contractor:

Richard Stride, CEO

County:

Robert R. Snaza
Lewis County Sheriff

By: Chris J. Sweet
Title: Corrections Chief

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 Exhibits "A", "A-1", and "C". Where Exhibits "A" and "A-1" require payments by Lewis County, payment shall be based upon billings, supported by documentation sufficient to substantiate the services rendered, and such documentation must be reasonably acceptable to County. 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 Exhibits "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 Exhibits "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 Exhibits "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. 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 to this Agreement. Any and all agreed modifications shall be in writing, signed by a duly authorized agent of each of the parties.

11. Termination Without Cause: This Agreement in its entirety may be terminated by either party for any reason or no reason by providing the other party sixty (60) days advance written notice.

12. 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 Exhibits "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.

13. 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.

14. Defense & Indemnity Agreement:

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, agents, and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers, or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from or in connection with performance of this Agreement. Contractor's indemnity obligations shall extend to, but shall not be limited to, claims for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom). This indemnification obligation of the Contractor shall not apply if the claim, damage, loss or expense is caused by the sole negligence of the County.

The County reserves the right, but not the obligation, to participate in the defense of any claim or suit and any such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's agreement with each subcontractor shall require the subcontractor to indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

The County shall indemnify, defend, and hold harmless the Contractor, its officers, employees, and agents from and against any and all claims, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of negligent or wrongful acts or omissions of the County, its employees, agents, or other contractors (not to include Cascade) in the performance of this Agreement.

15. Industrial Insurance Waiver:

The indemnification obligations set forth in the immediately preceding section shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the Parties.

15a. 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, commercial general liability insurance, and professional liability insurance, and provide a copies of such to the County prior to the entry of this Agreement:

- 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 \$2,000,000 general aggregate. The Commercial General Liability Coverage shall include the following endorsements: The County, its board, officers, agents and employees shall be included as additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"; and Primary, non-contributory endorsement, both in favor of the County, its board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".
- Professional Liability Insurance: Shall include errors and omissions insurance providing \$1,000,000.00 coverage per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, if any; and Contractor shall require similar written express waivers and insurance clauses from any of its subcontractors. 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. County reserves the right to require complete, certified copies of all required insurance policies, at any time. 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 Contractor's insurance premiums.

15b. County's right to revise specifications:

The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and Contractor may renegotiate Contractor compensation.

15c. Self-insured retentions:

Any self-insured retentions must be declared to and approved by County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible.

Liability self-insurance will not be considered to comply with these specifications unless approved by County.

15d. Timely notice of claims:

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

15e. Additional insurance:

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

16. 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.

17. Force Majeure:

1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under the first paragraph of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

3. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 60 days.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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, Civil Division, 345 West Main St., 2nd Floor, 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.

25. 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.

26. 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.

27. Survival:

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive, notwithstanding the termination of this Agreement for any reason.

28. 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 and Mental Health Alternative Coordination 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 CONTRACTOR to provide 4 full-time equivalent (FTE) staff, not including the prescriber(s), with at least .5 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 \$600,000.00 for jail mental health services, not including Exhibit E for Juvenile services, in the annual amount of \$49,906.00, billed monthly, and Exhibit F for weekend and holiday mental health staff on-call time and mileage, billed monthly, 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.

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 Chris J. Sweet, Corrections Chief, 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 subcontract 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 subcontract 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.

- Contractor 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 resolved 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 COMMUNITY HEALTHCARE

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 accommodation: 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 Jail 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.

Exhibit D

PRESCRIBER AGREEMENT

1. LCSO will receive 10 hours per week of Prescriber services provided by Cascade Community Healthcare provider or sub-contractor agreed to in writing by County.
2. LCSO will pay no more than \$125.00 per hour for the Cascade Community Healthcare Prescriber.

Exhibit E

JUVENILE AGREEMENT

1. County and Contractor agree to up to fifteen (15) hours a week for a Cascade Community Healthcare Counselor to provide services for the Lewis County Juvenile Court and Detention Center. This provider will be at the Lewis County Juvenile Detention Center up to five (5) days per week and will be responsible for assessing juveniles screened as potentially needing behavioral healthcare services; providing counseling to juveniles who are under the jurisdiction of the court; providing information, suggestions and feedback to staff regarding individual programming considerations for juveniles experiencing mental illness; and developing referrals for youth in custody transitioning back into the community.
2. County and Contractor agree to up to (12) hours per week, from the counselor, to assist the County Mental Health Alternative Court Program Manager. This will be contingent on the Cascade Community Healthcare program manager's priorities concerning services needed at the Lewis County Jail or the Lewis County Juvenile Court and Detention Center.
3. The maximum fees and charges connected with this added service shall not exceed \$49,906 annually.

Exhibit F

ON-CALL AGREEMENT

On-Call Compensation for after-hours mental health staff coverage

Effective January 1, 2026, mental health jail staff assigned to on-call coverage shall receive five dollars (\$5.00) per hour for all designated on-call hours occurring:

- Weekends: 8:00 a.m. to 4:00 p.m. (local time) on Saturday and Sunday.
- Holidays: 8:00 a.m. to 4:00 p.m. (local time) on Agency-recognized holidays, consistent with Cascade Community Healthcare's Holiday Schedule.

Definitions & Conditions: On-call means the assigned staff member is immediately reachable and able to respond to jail requests within 1 hour (60 minutes), in accordance with Cascade Community Healthcare's Jail Services protocols.

b. On-call pay is in addition to compensation for any actual hours worked if called during the on-call shift.

c. If called, the on-call staff will clock in and clock out on Cascade's payroll management system during the assessment with the inmate. Staff will be compensated at their applicable regular or overtime rate for actual hours worked; on-call pay continues for any remaining on-call hours.

d. Staff will be compensated mileage reimbursement for miles driven to and from facility to complete requirements of on-call facility work.

e. On-call pay is not duplicated with any other differentials for the same hour; the higher applicable premium governs.

f. On-call scheduling and assignments will be made by Cascade Community Healthcare Jail Services Program leadership to ensure continuous coverage.

Invoicing and Payment

Cascade Community Healthcare will invoice the County monthly for on-call coverage costs. Payment will be made pursuant to the invoicing and payment terms outlined in the Agreement between the Agency and the County.

Termination

This amendment can be terminated by either party, for any reason or no reason, with a 30-day written notification to terminate amendment provided to the other party. Termination of this Exhibit (F) does not terminate the main contract agreement.