**Subject:** Contract Amendment with Lisa Creamer O'Donnell for Counseling, Assessment, Treatment, and Case Management

**Department:** Probation

**Contact:** Shawnie Hurte  
**Phone:** 530.538.2053

**Meeting Date Requested:** June 25, 2019

**Regular Agenda**

<table>
<thead>
<tr>
<th>Fiscal Impact:</th>
<th>Personnel Impact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding for this contract amendment is provided by the Supportive Therapeutic Options Program and the Youthful Offender Block Grant. There is no impact to County General Fund.</td>
<td>None</td>
</tr>
</tbody>
</table>

**Action Requested:** Approve contract amendment and authorize the Chair to sign.

**Administrative Office Review:** Andy Pickett, Deputy Chief Administrative Officer

Revised: April, 2019
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>Date of Amendment</th>
<th>Date of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>5/22/19</td>
<td>7/1/16</td>
</tr>
</tbody>
</table>

| Contractor       | Lisa Creamer O'Donnell |

<table>
<thead>
<tr>
<th>Original Completion Date</th>
<th>Revised Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/20</td>
<td>N/A</td>
</tr>
</tbody>
</table>

| Previous Contract Price | $480,000 |
| Fixed Price | Not-to-Exceed Price |
| Net Change This Amendment | $190,000 |
| Fixed Price | Not-to-Exceed Price |
| Revised Contract Price | $670,000 |
| Fixed Price | Not-to-Exceed Price |

**Description of Additional Changes:** (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

This amendment is to extend the contract term by one year to 6/30/20 and increase the maximum contract amount by $190,000.

Due to an increased need for counseling services for STOP program youth, fiscal year 18/19 will be increased by $15,000 for a not to exceed amount of $175,000 and the not to exceed amount for fiscal year 19/20 shall be $175,000.

The Revised Attachment III, Scope of Work shall replace the original Attachment III, Scope of Work.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

**COUNTY**

Steve Lambert
Chair, Board of Supervisors

Date

**CONTRACTOR**

Lisa Creamer O'Donnell

5/28/19

Date

Contracts Division

Date

County Counsel

Date
REVISED ATTACHMENT III

Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

PURPOSE:

CONTRACTOR shall provide counseling services to at-risk youth and families through Butte County Juvenile Hall hereinafter referenced as COUNTY.

CONTRACTOR SHALL:

- Provide assessment, treatment, counseling and case management to at-risk youth and families and Supportive Therapeutic Options Program (STOP) youth.
- Carry a caseload of individual clients and client groups who require intervention, testing, evaluation, counseling and guidance; services will be provided at COUNTY, private homes, and schools.
- Screen and evaluate mentally ill person(s) and person(s) experiencing life stress; interview clients to collect personal history; makes preliminary diagnosis for review by the Juvenile Court and COUNTY.
- Provide casework services and implementation of treatment plans to at-risk wards of the court and their families.
- Provide personal and group therapy and counseling.
- Develop and implement guidance, counseling and treatment plans.
- Teach socialization and coping skills; advises at-risk wards and their families of community resources.
- Consult with professional staff members as needed to develop and implement treatment and guidance programs for individuals and/or groups.
- Demonstrate courteous and cooperative behavior when interacting with clients, visitors, and other employees.
- Participate in various team meetings to review client caseload, treatment, concerns, and recommendations; prepares and presents progress reports.
- Update and maintain a variety of files, records, charts and other documents; gathers, compiles and synthesizes data for management purposes; maintains appropriate records and prepares reports.
- CONTRACTOR will work on average 20 to 40 hours per week. Additional hours must be approved.
- Maintain a Marriage and Family Therapist License in the State of California as established by the Board of Behavior Science Examiners.
- Obtain and complete a Security/Information packet from Probation prior to visitation at the Juvenile Hall Facility. Said packet will contain release of liability forms, confidentiality forms, instructional forms, and a questionnaire.
- Obtain required fingerprint clearance using the LIVESCAN system.

CONTRACTOR agrees that work hours may include day and night time schedules as needed and an occasional weekend day may be required.

COMPENSATION
CONTRACTOR shall be reimbursed $75.00 per hour.

CONTRACTOR shall round worked hours to nearest quarter hour.

FY16/17 Not-to-exceed $160,000
FY17/18 Not-to-exceed $160,000
FY18/19 Not-to-exceed $175,000
FY19/20 Not-to-exceed $175,000

The COUNTY shall make payment to the CONTRACTOR upon receipt of an approved invoice.

Invoices shall be sent to:

Butte County Probation
Attn: Michelle Sawyer
42 County Center Drive
Oroville, Ca 95965
This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and the professional service contractor indicated in the variable information table below, hereinafter referred to as “CONTRACTOR.”

<table>
<thead>
<tr>
<th>VARIABLE INFORMATION TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Term of This Contract (Complete Dates in Just One of the Following Three Rows)</strong></td>
</tr>
<tr>
<td><strong>Term Begins</strong> On Following Date 7/1/16 On Following Date <strong>8/30/19</strong></td>
</tr>
<tr>
<td><strong>Term Completion Date</strong> On Following Date <strong>6/30/19</strong></td>
</tr>
<tr>
<td><strong>County Department</strong> Probation</td>
</tr>
<tr>
<td><strong>Basis of Price</strong> (Do Not √ More Than One of the Following Four Blocks)</td>
</tr>
<tr>
<td><strong>Price $</strong> □ □ □ □ □</td>
</tr>
<tr>
<td><strong>Fixed Price</strong> □ □ □ □ □</td>
</tr>
<tr>
<td><strong>Yearly Price</strong> □ □ □ □ □</td>
</tr>
<tr>
<td><strong>Monthly Price</strong> □ □ □ □ □</td>
</tr>
<tr>
<td><strong>Hourly Rate</strong> □ □ □ □ □</td>
</tr>
<tr>
<td><strong>Not-to-Exceed Price</strong> $480,000.00 □ □ □ □ □</td>
</tr>
<tr>
<td><strong>If Reasonable Expenses are authorized in addition to Hourly Rate</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONTRACTOR</strong> Lisa Creamer O’Donnell</td>
</tr>
<tr>
<td><strong>Address</strong> P.O. Box 923</td>
</tr>
<tr>
<td><strong>City, State &amp; ZIP</strong> Durham, Ca 95938</td>
</tr>
<tr>
<td><strong>Telephone</strong> 530-570-0300</td>
</tr>
<tr>
<td><strong>Facsimile</strong> 530-342-4758</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Manager</strong> Michelle Sawyer</td>
</tr>
<tr>
<td><strong>Address</strong> 42 County Center Drive</td>
</tr>
<tr>
<td><strong>City, State &amp; ZIP</strong> Oroville, Ca 95965</td>
</tr>
<tr>
<td><strong>Telephone</strong> 530-530-7849</td>
</tr>
<tr>
<td><strong>Facsimile</strong> 530-530-8826</td>
</tr>
</tbody>
</table>

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions (including Exhibit “A”)
- Attachment II – Insurance Requirements for Professional Services Contract
- Attachment VI – Professional Credentials
- Business Associate Addendum
- Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

Steven K. Bordin
Typed or Printed Name
Signature
Date 7/1/16

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

Bill Connolly, Chair
Butte County Board of Supervisors
REVIEWS FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

[Signature]
Date 4/1/16

CONTRACTOR

Lisa Creamer O’Donnell
Date 2/26/2016

REVIEWS AS TO FORM
BRUCE S. ALPERT
BUTTE COUNTY COUNSEL

[Signature]
Date
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.

3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Ownership.** CONTRACTOR by execution of this contract acknowledges that this is a Work for Hire agreement and hereby grants ownership of all work performed by the CONTRACTOR under this agreement to the COUNTY. The COUNTY shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the COUNTY by the CONTRACTOR.

6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
   
   a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

   b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.

   c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

   d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the
CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR’s negligence or willful misconduct.

9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY’s funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR’s agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

14. **Contractor’s Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR’s work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.

15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
   a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
   b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
   c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
   e. Domestic Partners – Public Contract Code 10295.3.
   f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this
contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract

   a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).

   b. CONTRACTOR understands and will adhere to the COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

   Brian Ring
   3 County Center Drive
   Oroville, CA 95966

   c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Butte in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.

23. **Cannon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the contract is deemed to be invalidated.

25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the contract, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.

26. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.

END TERMS AND CONDITIONS
<table>
<thead>
<tr>
<th>EXHIBIT “A”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acknowledgement of OTHER COUNTY Contracts</td>
</tr>
</tbody>
</table>

List any and all contracts that you have with COUNTY agencies. If none, you must stipulate “none.” This cannot be left blank or omitted from the contract.

X19791 Butte County Probation (expires 6/30/16)
ATTACHMENT II
INSURANCE REQUIREMENTS For Professional Services Contract

Before the commencement of work, Contractor shall submit to County: (1) Certificates of Insurance for all relevant coverages listed in Section A below; (2) All Endorsements listed in Section B below; and (3) a "Declarations Page" listing the titles of all endorsements to the Commercial General Liability (CGL) policy.

A. MINIMUM SCOPE LIMIT OF INSURANCE – Coverage shall be at least as broad as:

1.) Commercial General Liability. Insurance Services Office (ISO) "occurrence" form CG 00 01 12 07 CGL or equivalent on an "occurrence" basis, including bodily injury, property damage, contractual liability, medical expenses for any one person, personal and advertising injury, products-completed operations coverage and policy limits of no less than $1,000,000 per occurrence. If a general aggregate applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

2.) Automobile Liability Insurance. ISO form CA 0001 covering (any auto) Code 1 or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $250,000 per passenger and $500,000 for all passengers. (Not required if Contractor provides written verification he or she will not be using a vehicle to perform the scope of work described in the contract.)

3.) Workers' Compensation Insurance. As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

4.) Professional Liability (Errors and Omissions) Insurance. (If applicable. See Note below.) Insurance appropriate to the Contractor’s profession with limits no less than $1,000,000 per claim, and $2,000,000 aggregate. (Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the State. For example, insurance agents, professional architects and engineers, doctors, lawyers, nurses and certified public accountants. However, other professional Contractors not regulated by the State, such as computer or software designers, claims administrators, consultants, and others should also have professional liability insurance. If the contracted service requires "brain work, as opposed to "physical work", then professional liability insurance will most likely be required.)

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to the higher limits.

B. INSURANCE POLICY ENDORSEMENTS

1. The Commercial General Liability policy shall contain or be endorsed to contain the following:

   The County, its officers, officials, employees, and volunteers are covered as additional insured’s on the CGL policy with respect to liability arising out of work performed or operations performed on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

   For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

   The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt has been given to the County. (Note: We recommend contractor’s insurance carrier insert the language above into ISO form 20 10 11 85, or if that form is not available,
later additions editions of ISO forms CG 20 10 and CG 20 37. We will also accept a Blanket Additional Insured Endorsement, as long as it provides coverage equal to coverages noted in Section A1 above and all items listed in Section B above.)

2. Workers’ Compensation Insurance.

The Contractor’s Workers’ Compensation Insurance policy shall contain or be endorsed to contain a waiver of subrogation in favor of the County, for all work performed by Contractor, its employees, agents and subcontractors.

C. OTHER INSURANCE PROVISIONS

1. Primary Coverage - For any claims related to this contract, Contractor’s insurance shall be primary insurance as respects the County, its officers, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. However, Contractor’s insurance may contribute with other additional insureds providing primary insurance coverage for the same “occurrence”, offense, claim or suit.

2. Notice of Cancellation - Each insurance policy required above shall not be canceled, except after thirty (30) days’ prior written notice (10 days for non-payment) has been given to the County.

3. Waiver of Subrogation - Contractor hereby grants to County a waiver of any right to subrogation that an insurer of said Contractor may acquire against the County, by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County received a waiver or endorsement from the insurer.

4. Deductibles and Self Insured Retentions - Any deductibles or self-insured retentions must be declared and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense costs within the retention.

5. Acceptability of Insurance Carriers - Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to County. (A.M. Best Ratings can be accessed over the internet for no cost at www.ambest.com).

6. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

a.) The Retroactive Date of the policy must be shown and must be before the contract or beginning of contract work.

b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after the completion of contract work.

7. Verification of Coverage - Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.
Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

8. **Subcontractors** - Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein or cover subcontractors under their insurance policies. Upon request, Contractor shall provide County proof that all subcontractors are covered by their own insurance or the Contractor's insurance policies.

9. **Special Risk or Circumstances** - County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.
ATTACHMENT VI
PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

Bachelor of Science – Communications with Emphasis in Public Relations/ Minor in Sociology
Equivalent Bachelor of Science – Psychology
Masters in Clinical/Community Psychology – California State University, Fullerton, Fullerton, CA 1987

Marriage and Family Therapist License 1988-Number MM24383

Intelligence Testing – 1987
Projective Testing – 1987
CSAN Child Sexual Abuse Network – 1989
Graphology – 1996
DIVORCE/MEDIATION – Administrative Office of the Courts – 1999
COUNTY OF BUTTE
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (Addendum) supplements and is made a part of the contract (Contract) by and between County of Butte (COUNTY), a covered entity and Lisa Creamer O’Donnell, a BUSINESS ASSOCIATE, and is effective as of the date of the Contract.

RECITALS

A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.

B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005, and regulations promulgated there under by the U.S. Department of Health and Human Services (“HIPAA Regulations”) and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require COUNTY to enter into a contract containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and continued in this Addendum.

Definitions

(a) Unless otherwise noted, the following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Business Associate. “BUSINESS ASSOCIATE” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Lisa Creamer O’Donnell.

(c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the County of Butte (COUNTY).


Obligations and Activities of Business Associate

BUSINESS ASSOCIATE agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;

(c) Report to COUNTY any use or disclosure of protected health information not provided for by the Contract or which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Reports are to be
made by BUSINESS ASSOCIATE to COUNTY as follows: 1) by telephone within 24-hours of discovery of suspected breach or security incident; and 2) by written notice, in a form prescribed by the COUNTY, within three (3) business days of discovery of suspected breach or security incident.

BUSINESS ASSOCIATE agrees that COUNTY will be responsible for breach notification obligations resulting from BUSINESS ASSOCIATE’S breach of COUNTY’s unsecured protected health information. BUSINESS ASSOCIATE agrees to assist COUNTY in responding to, providing notification of, and mitigating any negative consequences of BUSINESS ASSOCIATE’S breach of COUNTY’S unsecured protected health information. BUSINESS ASSOCIATE is to contact Michelle Sawyer at 530-538-7849 regarding notifications, written communications, and breach response activities required by this Addendum.

This section shall apply only to COUNTY data under BUSINESS ASSOCIATE’S care, custody or control. BUSINESS ASSOCIATE will be responsible for breach notification obligations arising from the breach of BUSINESS ASSOCIATE’S protected health information.

BUSINESS ASSOCIATE agrees to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the negligent acts or omissions or willful misconduct by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE’S officers, agents and employees, which results in a breach of COUNTY’s unsecured protected health information;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;

(e) Make protected health information in a designated record set available to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY’S obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY’S obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY’S obligations under 45 CFR 164.526;

(h) To the extent BUSINESS ASSOCIATE is to carry out one or more of COUNTY’S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) BUSINESS ASSOCIATE may only use or disclose protected health information as necessary to perform the services set forth in the Scope of Work included in the Contract.

(b) BUSINESS ASSOCIATE may use or disclose protected health information as required by law.
(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for protected health information consistent with COUNTY'S minimum necessary policies and procedures.

(d) BUSINESS ASSOCIATE may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below, to the extent those specific uses and disclosures are permitted by the Contract.

(e) BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(f) BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COUNTY.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) COUNTY shall notify BUSINESS ASSOCIATE of any limitation(s) in the COUNTY’S notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE’S use or disclosure of protected health information.

(b) COUNTY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE’S use or disclosure of protected health information.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of protected health information that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE’S use or disclosure of protected health information.

Permissible Requests by Covered Entity

COUNTY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by COUNTY. BUSINESS ASSOCIATE is permitted uses and disclosures of protected health information for data aggregation or management and administration and legal responsibilities of the BUSINESS ASSOCIATE, if such uses or disclosures are permitted by the Contract.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Contract, and shall terminate concurrent with the termination of the Contract, or on the date COUNTY terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of the Contract by COUNTY if the COUNTY determines BUSINESS ASSOCIATE has violated a material term of the Contract and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COUNTY.
(c) Obligations of Business Associate Upon Termination.

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of the COUNTY, that the BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

If returning or destroying COUNTY protected health information is not feasible, and retention has been approved by the COUNTY in writing, or if the Contract authorizes BUSINESS ASSOCIATE to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the BUSINESS ASSOCIATE needs to retain protected health information for such purposes after termination of the Contract, the following shall apply:

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, shall:

1. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
4. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained, and subject to the same conditions which applied prior to termination;
5. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities; and
6. BUSINESS ASSOCIATE shall obtain and return to COUNTY (or, if agreed to by COUNTY in writing, destroy or ensure the destruction of) all COUNTY protected health information created, received or maintained by any of BUSINESS ASSOCIATE'S subcontractors.

(d) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of the Contract.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.
County of Butte – Covered Entity

Signature: ____________________________

Name: ______________________________

Title: _______________________________

Date: _______________________________

Lisa Creamer O'Donnell – Business Associate

Signature: ____________________________

Name: ______________________________

Title: _______________________________

Date: _______________________________
ATTACHMENT III

Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

PURPOSE:

CONTRACTOR shall provide counseling services to at-risk youth and families through Butte County Juvenile Hall hereinafter referenced as COUNTY.

CONTRACTOR SHALL:

- Provide assessment, treatment, counseling and case management to at-risk youth and families.
- Carry a caseload of individual clients and client groups who require intervention, testing, evaluation, counseling and guidance; services will be provided at COUNTY, private homes, and schools.
- Screen and evaluate mentally ill person(s) and person(s) experiencing life stress; interview clients to collect personal history; makes preliminary diagnosis for review by the Juvenile Court and COUNTY.
- Provide casework services and implementation of treatment plans to at-risk wards of the court and their families.
- Provide personal and group therapy and counseling.
- Develop and implement guidance, counseling and treatment plans.
- Teach socialization and coping skills; advises at-risk wards and their families of community resources.
- Consult with professional staff members as needed to develop and implement treatment and guidance programs for individuals and/or groups.
- Demonstrate courteous and cooperative behavior when interacting with clients, visitors, and other employees.
- Adhere to the standards of the Privacy Act of 1974, (U.S.C. § 552A) as amended; maintains and enforces all aspects of confidentiality of client information.
- Participate in various team meetings to review client caseload, treatment, concerns, and recommendations; prepares and presents progress reports.
- Update and maintain a variety of files, records, charts and other documents; gathers, compiles and synthesizes data for management purposes; maintains appropriate records and prepares reports.
- CONTRACTOR will work on average 20 to 40 hours per week. Additional hours must be approved.
- Maintain a Marriage and Family Therapist License in the State of California as established by the Board of Behavior Science Examiners.
- Obtain and complete a Security/Information packet from Probation prior to visitation at the Juvenile Hall Facility. Said packet will contain release of liability forms, confidentiality forms, instructional forms, and a questionnaire.
- Obtain required finger printing clearance using the LIVESCAN system.

CONTRACTOR agrees that work hours may include day and night time schedules as needed and an occasional weekend day may be required.
COMPENSATION

CONTRACTOR shall be reimbursed $75.00 per hour.

CONTRACTOR shall round worked hours to nearest quarter hour.

FY16/17 Not-to-exceed $160,000
FY17/18 Not-to-exceed $160,000
FY18/19 Not-to-exceed $160,000

The COUNTY shall make payment to the CONTRACTOR upon receipt of an approved invoice.

Invoices shall be sent to:

Butte County Probation
Attn: Michelle Sawyer
42 County Center Drive
Oroville, Ca  95965
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

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Original Completion Date: 6/30/19
Revised Completion Date: N/A

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

This amendment is being amended to add counseling services for STOP program youth to the Scope of Work.

The Revised Attachment III, Scope of Work shall replace the original Attachment III, Scope of Work effective 1/1/19.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Tamara Ingersoll, Deputy Director
Butte County General Services Department
2-15-19

CONTRACTOR

Lisa Creamer O'Donnell
1/30/19

Contracts Division
2-11-19

County Counsel
1-21-19
REVISED ATTACHMENT III

Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

PURPOSE:

CONTRACTOR shall provide counseling services to at-risk youth and families through Butte County Juvenile Hall hereinafter referenced as COUNTY.

CONTRACTOR SHALL:

- Provide assessment, treatment, counseling and case management to at-risk youth and families and STOP program youth.
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- Consult with professional staff members as needed to develop and implement treatment and guidance programs for individuals and/or groups.
- Demonstrate courteous and cooperative behavior when interacting with clients, visitors, and other employees.
- Adhere to the standards of the Privacy Act of 1974, {U.S.C. § 552A} as amended; maintains and enforces all aspects of confidentiality of client information.
- Participate in various team meetings to review client caseload, treatment, concerns, and recommendations; prepares and presents progress reports.
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