

Attachment A

**AMENDMENT NO. 8 TO THE AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AMENDMENT NO. 8 hereby amends the Agreement for Services of Independent Contractor, referenced as BC 19-212, by and between the County of Santa Barbara (COUNTY), a political subdivision of the State of California, and **KPMG LLP** (CONTRACTOR), as previously amended (Agreement).

WHEREAS, on May 7, 2019, the COUNTY executed the Agreement for Services of Independent Contractor with CONTRACTOR to perform departmental financial, organizational, and operational reviews, for a total contract amount not to exceed **\$1,200,000** for the period of May 14, 2019 through June 30, 2020;

WHEREAS, on October 1, 2019, the COUNTY executed **Amendment No. 1** to the Agreement for Services of Independent Contractor to add services and increase funding in the amount of \$35,000 for a revised total contract amount not to exceed **\$1,235,000** for the period of May 14, 2019 through June 30, 2020;

WHEREAS, on June 16, 2020, the COUNTY executed **Amendment No. 2** to the Agreement for Services of Independent Contractor to extend the term of the Agreement to December 31, 2020; and add additional services in the amount of \$181,199 for a revised total contract amount not to exceed **\$1,416,199** for the period of May 14, 2019 through December 31, 2020;

WHEREAS, on July 7, 2020, the COUNTY executed **Amendment No. 3** to the Agreement for Services of Independent Contractor to add additional services in the amount of \$61,240 for a revised total contract amount not to exceed **\$1,477,439** for the period of May 14, 2019 through December 31, 2020;

WHEREAS, on November 10, 2020, the COUNTY executed **Amendment No. 4** to the Agreement for Services of Independent Contractor to extend the term of the Agreement to December 31, 2021; and add additional services in the amount of \$806,881 for a revised total contract amount not to exceed **\$2,284,320** for the period of May 14, 2019 through December 31, 2021;

WHEREAS, on May 18, 2021, the COUNTY executed **Amendment No. 5** to the Agreement for Services of Independent Contractor to add additional services and increase funding in the amount of \$43,520 for a revised total contract amount not to exceed **\$2,327,840** for the period of May 14, 2019 through December 31, 2021;

WHEREAS, on November 16, 2021, the COUNTY executed **Amendment No. 6** to the Agreement for Services of Independent Contractor to extend the term of the Agreement to June 30, 2023; and add additional services in the amount of \$636,000 for a revised total contract amount not to exceed **\$2,963,840** for the period of May 14, 2019 through June 30, 2023;

WHEREAS, on December 6, 2022, the COUNTY executed **Amendment No. 7** to the Agreement for Services of Independent Contractor to extend the term of the Agreement to December 31, 2023; and add additional services in the amount of \$532,500 for a revised total contract amount not to exceed **\$3,496,340** for the period of May 14, 2019 through December 31, 2023; and

WHEREAS, this **Amendment No. 8** adds additional services in the amount of \$150,000 to perform a review of Department of Behavioral Wellness Crisis Services, for a revised total contract amount not to exceed **\$3,646,340** for the period of May 14, 2019 through December 31, 2023.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. Add Exhibit A.10 – Statement of Work:

EXHIBIT A.10

STATEMENT OF WORK

Behavioral Wellness Crisis Services Review

- 1. PURPOSE/BACKGROUND.** CONTRACTOR shall perform a review of Department of Behavioral Wellness Crisis Services, including:
 - A.** Provide a high-level assessment of the COUNTY Crisis Services;
 - B.** Identify opportunities to enhance workflows and enhance levels of service; and
 - C.** Recommend evidence-based practices for implementation.

- 2. PROJECT OUTCOMES AND OBJECTIVES.**
 - A.** Assess Crisis Services, administered through the COUNTY, including workflows, operations, performance, staffing, and costs.
 1. Assess current operating model for the provision of Crisis Services to include strategy, program delivery operations and performance, program costs and resource alignment for the following three crisis teams:
 - a. South County Crisis Services (SCCS) in Santa Barbara – twenty (20) staff;
 - b. West County Crisis Services (WCCS) in Lompoc – ten (10) staff;
 - c. North County Crisis Services (NCCS) in Santa Maria – twenty (20) staff;
 2. Assess current operating model for the co-response teams:
 - a. (Sheriff/ BWell) – six (6) staff;
 - b. Santa Barbara (SBPD/ BWell) – two (2) staff; and
 - c. Santa Maria (SMPD/ BWell) – two (2) staff.
 3. Assess current operating model for youth crisis services outsourced to Casa Pacifica.
 4. Assess current operating model for the Access Line that feeds into the crisis services – six (6) staff.
 5. Conduct interviews with key stakeholders as mutually agreed to by CONTRACTOR and COUNTY, including COUNTY staff, community partners, and individuals with lived experiences, and recipients of the services to provide feedback and inform recommendations.
 6. Assess if there is duplication and/or overlap between the various COUNTY Crisis Services, administrative functions, and activities.

7. Conduct workshops (as mutually agreed to by CONTRACTOR and COUNTY) and develop flow maps for Crisis Services responses with documentation to support algorithms for the following:
 - a. Flow of clients from the Access Line to the crisis teams noted above;
 - b. Flow of clients from the jails into the crisis system;
 - c. Flow of clients from the County hospital Emergency Departments into hospital beds/placements via the crisis teams; and
 - d. Flow of clients to and from youth crisis service.
- B.** The review of Crisis Services within the COUNTY will result in following deliverables:
 1. Four main flow maps from Access Line, Jails, local Hospital Emergency Department beds, and Youth to the various Crisis Service systems. These will include documentation of flow and algorithms.
 2. Recommendations on operational efficiencies for Mobile Crisis Services based on data analysis and interviews that may include team structure and service enhancements. Recommendations will have a high-level roadmap to implement changes selected by the COUNTY.
 3. The expected level of effort is eight (8) weeks.

3. ASSUMPTIONS AND OTHER MATTERS.

- A. The COUNTY is undertaking this review by CONTRACTOR to broaden the depth of understanding of Crisis Services within the COUNTY. As part of the review process, it is assumed that COUNTY personnel will be available to provide assistance with administrative tasks to include coordination of meetings, interviews and data requests, provision of access to COUNTY systems and information.
- B. Should COUNTY wish to engage CONTRACTOR to support the implementation, CONTRACTOR can work with the COUNTY to build capacity, facilitate knowledge transfer and implement selected solutions. While every implementation varies based on scope, availability of resources and timeline, CONTRACTOR has developed standard methodologies that can be applied and tailored for each department's needs which includes advanced data and analytics, target operating model strategies, performance improvement/management approaches, pilot testing and implementation and project management/benefit realization support.
- C. Within ten (10) business days of the execution of this Amendment No. 8, CONTRACTOR and COUNTY will mutually agree upon a deliverable expectation document (DED), which will document the scope, content, format, acceptance criteria and acceptance procedure for each project deliverable.
- D. CONTRACTOR's role in this Statement of Work is limited to providing the services articulated in this Statement of Work. In so doing, CONTRACTOR will have no contacts with legislative branch officials or legislative branch employees at any level of government that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our independence or objectivity. In no event will

CONTRACTOR undertake meetings with government officials on behalf of the COUNTY or otherwise appear in a public or private context that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our independence or objectivity. In providing our services in general, CONTRACTOR professionals will take no view and cannot undertake any role that could be fairly interpreted as public policy advocacy and the firm's work is not intended to be used as such or in that context.

- E. CONTRACTOR's services as outlined in this Statement of Work constitute an advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by CONTRACTOR directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.
- F. COUNTY represents to CONTRACTOR that COUNTY has the authority to award this Statement of Work to CONTRACTOR without competition, and that award of this Statement of Work is made in accordance with all applicable law, regulations, rules, policies and requirements.

II. Add Exhibit B.10 – Payment Arrangements:

EXHIBIT B.10

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones

1. **Total Amount.** For services to be rendered under Exhibit A.10 of this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed **\$150,000**.
2. **Periodic Compensation.** Payment for services shall consist of \$75,000 at the halfway point of project completion and the remaining \$75,000 upon CONTRACTOR's full completion of the work activities contained in EXHIBIT A.10 as determined by COUNTY.
 - A. The final payment shall not be made until all services for the particular review have been completed and item(s) as specified in EXHIBIT A.10 and EXHIBIT B.10 have been delivered and found to be satisfactory.
3. **Proper Invoice.** CONTRACTOR shall submit to the COUNTY's representative as specified below an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. The COUNTY's representative shall evaluate the quality of the service performed and item(s) delivered and, if found to meet the deliverables outlined in EXHIBIT A.10, shall initiate payment processing. COUNTY shall pay invoices or claims

for completed work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

A. COUNTY's representative:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org

4. **Correction of Work.** COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

III. Revised Total Contract Amount. The revised total contract amount for services to be rendered under Exhibits A – A.10 and B – B.10, including cost reimbursements, is not to exceed \$3,646,340.

IV. Effectiveness. All other terms remain in full force and effect.

V. Execution of Counterparts. This Amendment No. 8 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

THIS SECTION LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Amendment No. 8 to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **KPMG LLP**.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8 to the Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

CONTRACTOR:

KPMG LLP

By: _____
DocuSigned by:
William F Zizic
368974D9173544E...
Authorized Representative
Name: William F Zizic
Title: Partner, Advisory
Date: 5/4/2023

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
DocuSigned by:
Bo Bar
CAECD5445C0E408
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
DocuSigned by:
Robert Geis
D25049E2AF094BE...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____
DocuSigned by:
Toni Navarro
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
DocuSigned by:
Greg Milligan
DC240AC1E64247D...
Risk Manager