

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and KPMG LLP with an address at 500 South Hope Street, Los Angeles, CA 90071 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, on May 7, 2019, the Board of Supervisors approved an Agreement for Services of Independent Contractor between KPMG LLP and the Chief Executive Office for CONTRACTOR to perform departmental financial, organizational, and operational reviews for the County Executive Office, Human Resources, General Services, Planning and Development, Public Defender, Sheriff-Coroner, Probation, District Attorney, and Public Health Departments. Subsequent amendments extended the reviews to include the Fire, Behavioral Wellness, Social Services, Community Services, Public Health, Public Works, County Counsel, Agricultural, Commissioner/W&M, Clerk-Recorder-Assessor-Elections, Treasurer-Tax Collector-Public Administrator, and the Auditor-Controller Departments. This Agreement was in place from May 14, 2019, to December 31, 2024.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

**1. DESIGNATED REPRESENTATIVE**

Antonette Navarro, Director, Department of Behavioral Wellness, at phone number 805-681-5220 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. William Zizic at phone number 949-885-5639 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

**2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	County of Santa Barbara, Antonette Navarro, 300 N. San Antonio Road, Santa Barbara, CA 93110, 805-681-5262 (Fax)
To CONTRACTOR:	KPMG LLP, William Zizic, Partner, 500 South Hope Street, Los Angeles, CA 90071, 480-383- 6023 (Fax).

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

**3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

**4. TERM**

CONTRACTOR shall commence performance on February 1, 2025, and end performance upon completion, but no later than June 30, 2025, unless otherwise directed by COUNTY or unless earlier terminated.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified in EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in accordance with the applicable professional standards. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or

suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR's partners and employees assigned to perform services related to this Agreement presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR and engaged to perform services related to this Agreement. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the deliverables required under the terms of this Agreement and any pre-existing COUNTY information or documents including: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY or as permitted by this Agreement. CONTRACTOR shall own all its pre-existing data, information, technologies, and other materials that may be used during the performance of the services required herein.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby provides a license to COUNTY for the use of CONTRACTOR's copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials contained within the deliverables prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the license provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions, the deliverables, and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions, the deliverables, or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this

Agreement.

Subject to full payment to Contractor of fees owed under the Contract, Contractor (i) assigns to County, all right, title and interest in and to the deliverables (the items specifically designated as such herein and delivered to County) except to the extent any KPMG Property is contained therein, and (ii) grants County a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such KPMG Property solely in connection with County's internal use of the deliverables. Contractor Property means Contractor, or its licensors', technology, methodologies, works of authorship and other materials created prior to, independently of and all improvements, modifications and derivative works thereto, including all intellectual property rights appurtenant thereto. County agrees that nothing in this Agreement prevents KPMG from using any generalized knowledge, experience, know-how, or any ideas or concepts derived from or discovered during the provision of the services retained in unaided memory and does not contain County's Confidential Information.

**12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such tangible items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement or delete electronic information. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

**14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such timekeeping and expense records ("Records") pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. COUNTY shall have the right to audit and review all such Records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs

directly to COUNTY as specified by COUNTY in the notification. All non-Government employees will sign the Contractor's form of Non-Disclosure Agreement prior to being provided access to Contractor information. Contractor may retain a copy of all information necessary to comply with its contractual obligations or applicable professional standards.

**15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**19. TERMINATION**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY will provide reasonable written notice and opportunity to cure any such default, after which COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been provided to CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity. CONTRACTOR shall have no liability for the COUNTY's use of any incomplete, draft, or unfinished information that the COUNTY receives pursuant to this section.

**20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. SCHEDULE**

CONTRACTOR shall adhere to all schedule requirements of the Agreement, and each such requirement is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court. In the event of a dispute, the parties agree to participate in non-binding mediation prior to commencing litigation in accordance with this section.

**29. EXECUTION OF COUNTERPARTS**

This Agreement 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.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**33. LIMITATION OF LIABILITY**

Notwithstanding anything else in this Agreement to the contrary, including all attachments, the liability of CONTRACTOR on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under this Agreement shall be limited to twice the total value of the Agreement. In no event shall CONTRACTOR be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration. This provision does not in any way limit or change the INSURANCE REQUIREMENTS or obligation.

**34. MANAGEMENT DECISIONS**

COUNTY acknowledges and agrees that CONTRACTOR's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, COUNTY. CONTRACTOR will not perform management functions or make management decisions for COUNTY.

**35. THIRD PARTY USAGE**

COUNTY acknowledges and agrees that any advice, recommendations, information, deliverables or other work product ("Advice") provided by CONTRACTOR in connection with the services under this Agreement is intended for COUNTY's sole benefit and CONTRACTOR does not authorize any party other than COUNTY to benefit from or rely upon such advice, or make any claims against the CONTRACTOR relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. CONTRACTOR may, in its sole discretion mark such Advice to reflect the foregoing.

**36. CALIFORNIA ACCOUNTANCY ACT**

For engagements where services will be provided by CONTRACTOR through offices located in California, COUNTY acknowledges that certain of CONTRACTOR's personnel who may be considered "owners"



under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.

**37. ELECTRONIC COMMUNICATIONS**

CONTRACTOR and COUNTY may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). COUNTY agrees that the final hardcopy or electronic version of a document, including a deliverable, or other written communication that CONTRACTOR transmits to COUNTY shall supersede any previous versions transmitted by CONTRACTOR to COUNTY.

**38. ACTIVE SPREADSHEETS AND ELECTRONIC FILES**

CONTRACTOR may use models, electronic files and spreadsheets with embedded macros created by CONTRACTOR to assist CONTRACTOR in providing the services under this Agreement. If COUNTY requests a working copy of any such model, electronic file or spreadsheet, the CONTRACTOR may, at its discretion, make such item available to COUNTY for its internal use only (subject to any disclosure required by law) on an as is basis and such item shall be considered a deliverable; provided that COUNTY is responsible for obtaining the right to use any third party products necessary to use or operate such item. CONTRACTOR retains ownership of and all rights in such models, electronic files, and/or spreadsheets with embedded macros; except for the COUNTY data contained therein.

**39. USE OF SERVICE PROVIDERS**

COUNTY acknowledges and agrees that in connection with the performance of services under this Agreement, CONTRACTOR and its Member Firms, only at COUNTY's prior written direction, may utilize the services of third parties to complete the services under the Agreement. COUNTY further acknowledges and agrees that CONTRACTOR- controlled parties, member Firms of KPMG International, and other third-party service providers (collectively, "Service Providers") may have access to confidential information. CONTRACTOR represents to COUNTY that with respect to CONTRACTOR and to each Service Provider, CONTRACTOR has technical, legal and/or other safeguards, measures and controls in place to protect confidential information of COUNTY from unauthorized disclosure or use. CONTRACTOR shall be responsible to COUNTY for CONTRACTOR's and CONTRACTOR-controlled, member Firms' or Service Providers' failure to comply.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **KPMG LLP**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: 

Deputy Clerk

**COUNTY OF SANTA BARBARA:**

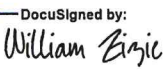
By: 

LAURA CAPPS, CHAIR,  
BOARD OF SUPERVISORS

Date: 2-25-25

**CONTRACTOR:**

KPMG LLP

DocuSigned by:  
  
By: 58010708F6804B5...

Authorized Representative

Name: William Zizic

Title: Partner

Date: 2/13/2025

**APPROVED AS TO FORM:**


RACHEL VAN MULLEM  
COUNTY COUNSEL

Signed by:  
  
By: 48A252DEFFD3466

Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

DocuSigned by:  
  
By: 6BAAEA46004043F...

Deputy

RECOMMENDED FOR APPROVAL:  
ANTONETTE NAVARRO, LMFT  
DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

DocuSigned by:  
  
By: 2095C5A16FE1474

Director

APPROVED AS TO FORM:  
GREG MILLIGAN, ARM  
RISK MANAGER

DocuSigned by:  
  
By: 05F555F00269466...

Risk Manager

## EXHIBIT A

### STATEMENT OF WORK

#### Implementation Support for Behavioral Wellness Department: Outpatient Mental Health Clinic Services

##### 1 PURPOSE/BACKGROUND:

CONTRACTOR shall expand the depth of its financial, organizational, and operational review of the Department of Behavioral Wellness (BWell) by supporting BWell in improving outpatient mental health clinic services throughout the county of Santa Barbara. The goal is to improve operational efficiency, enhance service delivery, and provide actionable insights for better resource management.

##### 2 PROJECT OUTCOMES AND OBJECTIVES:

CONTRACTOR shall provide services in the following categories:

**A. Outpatient Mental Health Clinic Services:** CONTRACTOR shall provide services and deliverables as follows and as further specified under Section 3 of this Exhibit A:

1. Services: CONTRACTOR shall provide the following services:

- a. Support the enhancement of resources across clinics.
- b. Support the enhancement of schedules to streamline access to care for orientation, assessment, and treatment.
- c. Test newly established workflows across clinics and the integration of Crisis Staff through a continuous quality improvement framework.
- d. Revise workflows for referrals to and from outpatient clinics based on new structure.
- e. Enhance Community Treatment Services (CTS) referral process, highlighting opportunities to streamline the process.
- f. Develop current state and future state workflow and protocol based on enhancements.
- g. Develop weekly dashboards, one for each of the 16 weeks, for BWell supervisors, managers and Branch Chief using PowerBI (Power BI is a business analytics tool that enables users to visualize data and share insights).
- h. Facilitate 1-hour meeting per clinic service over 16 weeks with supervisors, managers, and Branch Chief.
- i. Develop weekly dashboards (each of the 16 weeks) for BWell Leadership Team (Director, Medical Director, and Assistant Director) using PowerBI.
- j. Facilitate 1-hour meetings on a weekly basis with BWell Leadership Team to review progress.
- k. Weekly coaching with supervisors, managers and Branch Chief and development of Action Plans. i.e., 1 hour for Children's Clinic in Santa Maria, 1 hour for Adults Clinic in Santa Maria etc. (8 hrs. per wk. X 16 wks.= 48 hrs.)

2. **Deliverables:** CONTRACTOR shall provide the following deliverables:

- a. Weekly PowerBI dashboards per clinic (1 dashboard per clinic per week for a total of 7)
- b. Weekly meeting with leadership team (1 hr. X 16 wks. = 16 hrs.) (per 2.A.h.)
- c. Weekly PowerBI dashboards per clinic and region (Santa Maria, Lompoc, and Santa Barbara)

for BWell leadership team. All outputs under this deliverable will be provided to BWell in PDF format. (per 2.A.j.)

d. Recommendations and implementation of scheduling practices per clinic (per 2.A.b.).

e. Revised workflows for already established workflows developed in the Fall of 2024 from prior engagement per 2.A.c.

f. Recommendations and implementation support to enhance workflow for CTS processes per 2.A.e.

g. Delivery of the PowerBI dashboards in PDF format to BWell analytics team in order for the team to develop similar dashboards post KPMGs involvement.

h. Documentation of the 16-week engagement outcomes and any recommendations to support the continuation of the efficiency of staff and process for outpatient services.

i. Presentation of all work products and outcomes as directed by BWell Director.

### 3. CLINICS AND SERVICES IN-SCOPE:

#### A. Chart:

Santa Maria Adult Clinic	24 employees + 2 Supervisors + Manager	3.5 FTE AOP
Santa Maria Children's Clinic	13 employees + 1 Supervisor + Manager	3.0 FTE AOP
Katie A	3.0 Employees + 1 Supervisor + 1 Manager	1.0 FTE AOP
<b>Santa Maria employees = 40 FTEs</b>		
Lompoc Adult Clinic	16 employees + 1 Supervisor + Manager	4.0 FTE AOP
Lompoc Children's Clinic	18 employees + 1 Supervisor + 1 Manager	2.0 FTE AOP
<b>Lompoc Employees = 34 FTEs</b>		
Santa Barbara Adult Clinic	26 employees + 2 Supervisors + Manager	3.0 FTE AOP
Santa Barbara Children's Clinic	16 employees + 1 Supervisor + Manager	3.0 FTE AOP
Adult and Older Adult Full Service Partnership (AOA FSP)2	16.5 employees + 1 Supervisor + Manager	2.0 FTE AOP
<b>Santa Barbara Employees = 58.5 FTEs</b>		
<b>Total Employees = 132.5 employees</b>		

**(Supervisors, Managers and Administrative Office Professionals are not counted in the weekly analysis)**

**B. Baseline Analysis:** KPMG will conduct Baseline Analysis for the above clinics as follows:

1. 12-month examination of employee's utilization (month over month).
2. AOA FSP2 will be excluded from Baseline Analysis as it has already been conducted in the previous phase of work.
3. Average number of open cases per program during the 12-month period.
4. Frequency of client contact over a 12-month period.
5. Average length of service for current clients.
6. Average number of client sessions prior to discharge/ disengagement.
7. Average number of monthly assessments vs. medication follow up by psychiatrist.
8. Average number of assessments vs. 1:1 sessions vs. group sessions per employee.
9. Length of time from time of referral to time of (1) orientation, (2) assessment, and/or (3) treatment.
10. No show/cancelation rate per employee/ psychiatrist.
11. Cost per patient visit per clinic.
12. Number of AOPs over clinicians and number of client visits per clinic.
13. Span of Control: Per Supervisor, per Manager, per Branch Chief, and per Assistant Director.

**C. PowerBI Utilization Analysis:** KPMG will conduct weekly utilization analysis per employee across Children's, Transitional Age Youth, Adult and Older Adult Full Service Partnership (AOA FSP)2, and Adult clinics.

**Project Timeline:** 18 Weeks (2 weeks to conduct base analysis + 16 weeks working with the management team)

1. KPMG conducts baseline analysis for the initial two weeks prior to the 16 weeks engaging with management and leadership for weekly reviews and dashboard.
2. Develop weekly utilization analysis using PowerBI at the (1) clinic, and (2) leadership level.
3. Conduct weekly coaching sessions with supervisors, managers, and Branch Chief with the goal of optimizing staffing utilization and training leadership in using data to effectively manage staff based on demand.
4. Present weekly findings to Leadership Team - Assistant Director, Director, and Medical Director.
5. Support the development of action plans to address performance issues.
6. Analyze each provider/clinician/psychiatrist scheduling practices and support implementation of process improvements to enhance resource allocation. Analyze implementation measures and adjust accordingly.
7. Examine workflows in order to enhance employee utilization leveraging work conducted in Fall 2024.
8. Examine opportunities to decrease average length of wait time to orientation, assessment and treatment per clinic.
9. Support the implementation and testing of opportunities to decrease wait times.
10. Continue to coach Supervisor and Manager in the transition from AOA FSP2 to Assertive Community Treatment (ACT) Team, which includes a model of care that aligns with Key Performance Indicator (KPI) expectations for ACT. This will include weekly sessions that are incorporated into the utilization analysis meetings.

**11. Referral Process to and from Outpatient Services:** KPMG will conduct the activities as follows:

- Analyze processes for new referrals from Access Line based on workflows developed in the Fall of 2024.
- Analyze referral process through CTS.
- Examine use of technology in tracking referrals, timeframe for review and acceptance/decline of referrals, documentation requirement, and accountability framework.

**4. PROJECT ASSUMPTIONS AND OTHER MATTERS:**

- A.** Note that KPMG US does not practice medicine or provide patient care, directly alter the plan of patient care, or otherwise provide medical services, and does not subcontract for such services. Although certain KPMG US personnel may be licensed as medical professionals or have medical backgrounds, their work for KPMG US consists of auditing, tax, or consulting services and not the practice of medicine.
- B.** Data. Data requested and provided to CONTRACTOR will be of an appropriate quality and structure that allows for analysis to be conducted. Data provided in PDF or Word documents may not be analyzed dependent on the effort required to convert the data into a useable format.
- C.** Suspension for Convenience. COUNTY's designated representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.
- D.** No Lobbying. CONTRACTORS' role is limited to providing the services and deliverables articulated in this proposal. In so doing, CONTRACTOR will have no contacts with legislative officials or employees at any level of government for any reason that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity or independence. 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 objectivity or independence. In providing our services in general, CONTRACTOR professionals will take no view or 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. Engagement deliverables will be client-branded or plain-paper and provided as holistic works to be read and interpreted only in their entirety.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation at Selected Phases

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including expenses, not to exceed \$617,000.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.

Phase 1:	Santa Barbara Region	\$226,000.00
	Community Treatment Services (CTS) Review	\$15,000.00
		Phase 1 Total: \$241,000.00
Phase 2:	Santa Maria Region	\$208,000.00
		Phase 2 Total: \$208,000.00
Phase 3:	Lompoc Region	\$168,000.00
		Phase 3 Total: \$168,000.00

#### 1. Periodic Compensation and Proper Invoice.

Upon completion of 50% of each phase identified above and documented concurrence of such from Behavioral Wellness (BWell) Executive, 50% payment shall be made to Contractor. The remaining 50% payment shall be made upon completion of each phase.

Upon completion of the work for each phase and/or delivery to COUNTY of the item(s) specified above, CONTRACTOR shall submit to the COUNTY Fiscal Representative as specified below an invoice or certified claim on the County Treasury for the service performed in accomplishing each phase. Each phase may be performed separately or in combination with other phases. These invoices or certified claims must cite the assigned Board Contract Number and certify the percentage of completion of the work for each phase. COUNTY Designated Representative shall evaluate the quality and percentage of the service performed and item(s) delivered and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

COUNTY's Fiscal Representative:

Santa Barbara County

Department of Behavioral Wellness Attn: Accounts Payable  
429 North San Antonio Road  
Santa Barbara, CA 93110  
[ap@sbcbswell.org](mailto:ap@sbcbswell.org)

**C. 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.



## EXHIBIT C

### Indemnification and Insurance Requirements

#### (For Professional Contracts)

##### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend), and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including act, errors or omission on any person or entity and for any costs or expenses (including but not limited to attorney fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation does not apply to COUNTY's proportional negligence or willful misconduct.

##### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

##### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance Coverage  
shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired), and 9 (non-owned autos), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$2,000,000 per claim.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers to

the extent Contractor causes the damage or loss. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. . CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation on the general liability policy, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** –CONTRACTOR is responsible for the payment of all deductibles.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with original certificates, and blanket endorsements as required by this Agreement. The proof of insurance, certificates, and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – RESERVED

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.