

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.38
(ID # 6373)

MEETING DATE:

Tuesday, February 27, 2018

FROM : PROBATION:

SUBJECT: PROBATION: Ratification and Approval of Amendment No. 2 to the Professional Service Agreement with The Kensei Group for Lean Management Consultant Services without seeking competitive bids for FY2017/2018, Districts All; [\$89,000 Total]; General Fund 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No. 2 to the Professional Service Agreement with The Kensei Group for Lean management consultant services for FY2017/2018 without seeking competitive bids, not to exceed \$89,000;
2. Authorize the Chairman of the Board to sign Amendment No. 2 to the Service Agreement with The Kensei Group on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.


ACTION:


Mark A. Hake, Chief Probation Officer 2/13/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 27, 2018
xc: Probation, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 89,000	\$ 0	\$ 89,000	\$ 0
NET COUNTY COST	\$ 89,000	\$ 0	\$ 89,000	\$ 0
SOURCE OF FUNDS: General Fund 100%			Budget Adjustment: No	
			For Fiscal Year: 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Lean management training in the Six Sigma process seeks to eliminate any waste of time, effort, or money by identifying each step in a business process then revising or removing steps that do not create value. In 2017, the Riverside County Probation Department (Probation) launched its Lean Continuous Improvement Plan through the mapping of the adult supervision value stream to establish metrics and goals. With the Kensei Group's assistance, Probation has taken steps towards completing a comprehensive review of its operations in adult supervision to identify cost avoidance and process improvements. Through the efforts of the Kensei Group, Probation continues to apply the Lean methodology to evaluate programs, ensure that our systems and processes eliminate waste, add value to our service delivery, and ensure our resources are allocated appropriately to provide for better engagement with our clients. The proposed amendment to the Kensei Group PSA will allow for the inclusion of the juvenile field services and institution services in the comprehensive review of Probation systems and operations.

The Lean Continuous Improvement Plan is an opportunity for Probation to shift paradigms from business as usual to an effective, efficient and innovative way of business operations wherein eliminating non-value added processes and waste results in improved services to our Courts and community and better outcomes for our clients.

Impact on Residents and Businesses

In these tight budget times, the ability to identify and utilize cost saving measures by the adoption of Lean methodologies will achieve desirable savings in real dollars and staff efficiencies. Improved staff efficiencies will: decrease the time to client engagement which will lead to an overall increase in positive outcomes and improvement of client re-integration into the community; increase cost savings; and improve collaboration with other County departments and community based organizations.

Additional Fiscal Information

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

The Professional Services Agreement with The Kensei Group will total \$89,000 annually with this second amendment. No budget adjustment is required as budgeted general funds will be used.

Contract History and Price Reasonableness

An informal bid was conducted in May 2017 to obtain facilitator training services to provide Lean management training in the Six Sigma process. Three vendors were contacted to obtain bids to provide the training. The informal bid amounts were as follows: New Horizons Learning Center, \$33,800; The Kensei Group, \$8,500; and Pivotal Resources who was non-responsive as they were not able to provide only facilitator training services. The Kensei Group was selected as low bidder and the contract was signed on May 22, 2017. On June 22, 2017, amendment no.1 to the contract was approved to expand training services to include consulting on Lean management and a comprehensive review of adult supervision, increasing the contract to \$49,000. The original Professional Services Agreements and Amendment No. 1 with The Kensei Group are attached hereto.

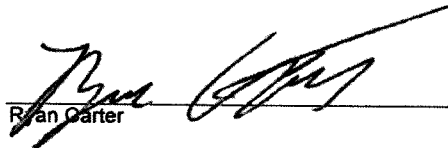
Attachments:

Amendment No. 2 to the Professional Services Agreement with The Kensei Group (4 copies for Chairman's signature).

Professional Services Agreement with The Kensei Group (signed)

Amendment No. 1 to the Professional Services Agreement with the Kensei Group (signed)

Sole Source Justification #18-139


Ryan Carter

2/21/2018


Teresa Summers, Director of Purchasing

2/15/2018


Gregory F. Priamos, Director County Counsel

2/15/2018

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
THE KENSEI GROUP

Original Agreement Term:	May 22, 2017 through June 30, 2018
Effective Date of Second Amendment:	Upon full execution
Current Annual Maximum Agreement Amount:	\$49,000
Amended Annual Maximum Agreement Amount:	\$89,000
Contract ID:	PRARC-91800-001-06/18

This AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH THE KENSEI GROUP ("Second Amendment"), dated as of February 27, 2018, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and The Kensei Group ("CONTRACTOR"), a California corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside entered into that certain Professional Service Agreement for Lean Management Consulting Services with The Kensei Group, dated May 22, 2017 ("Agreement");

WHEREAS, the Agreement has been amended by that certain Amendment No. 1 to the Agreement between COUNTY and CONTRACTOR, dated June 22, 2017, whereby the Parties extended the period of performance and amended the scope of service, payment provisions, and maximum payment amount; and

WHEREAS, the Parties now desire to amend the Agreement to amend the scope of service, payment provisions, and maximum payment amount.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

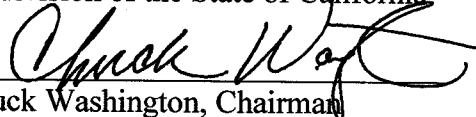
1. Exhibit A-1 (Scope of Service). Exhibit A-1 of the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit A-2.
2. Section 3.1 (Compensation). The second sentence in Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following: "Maximum payments by COUNTY to CONTRACTOR shall not exceed \$89,000.00 annually including all expenses."
3. Exhibit B-1 (Payment Provisions). Exhibit B-1 is hereby deleted in its entirety and replaced with the attached Exhibit B-2.
4. All other terms and conditions of the Agreement not modified herein shall remain unchanged. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

[signatures on following page]

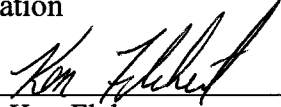
COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
THE KENSEI GROUP

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Second Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

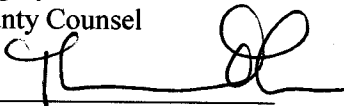
By: 
Chuck Washington, Chairman
Board of Supervisors
Dated: FEB 27 2018

THE KENSEI GROUP, a California corporation

By: 
Name: Ken Flaherty
Title: President
Dated: 2/14/2018

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Thomas Oh,
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
THE KENSEI GROUP

Exhibit A-2
Scope of Service

1.0 Scope of Service

The CONTRACTOR shall provide consulting services to include but not be limited to the following activities:

1.1 CONTRACTOR shall support the Riverside County Probation Department (Probation) by providing them with local performance improvement, project management, and administrative program support capabilities. Additionally, CONTRACTOR shall collaborate and align work efforts with KPMG to merge operational improvement recommendations to Probation's operational excellence program.

1.2 CONTRACTOR shall provide support of Probation's Lean Program. Probation's Lean Program provides the benefits of improvement techniques to help Probation streamline operations, increase value and reduce waste. The primary focus of the Agreement is project management, mentorship of practitioners, and support of the Probation's Lean Program. CONTRACTOR will provide a recommended strategy and approach for Probation's Lean Program, including the use of event-based process-improvement methods, which shall be implemented as "events" lasting anywhere from a half-day to five days.

1.3 CONTRACTOR shall provide event facilitation services. Such services will provide advanced leadership facilitation and training that address the challenges and issues senior and executive managers encounter. The CONTRACTOR shall provide training sessions that focus on team building, communication, decision making process, strategic planning, change management, and techniques to develop comprehensive outcomes for complex organizational issues. CONTRACTOR shall provide consulting activities that include strategic planning and working sessions with KPMG to consolidate improvement recommendations that will support Probation for future continuous improvement activities that align with their strategic goals.

1.4 CONTRACTOR shall consolidate team findings and provide continuous improvement recommendations to Probation leadership during their annual strategic leadership retreat.

1.5 Provide support of Probation's Lean program. Lean provides the benefits of improvement techniques to help organizations streamline operations, increase value and reduce waste. Event-Based Process-Improvement Methods will be utilized; and these methods are implemented as "events" lasting anywhere from a half-day to five days. Two common types of Lean events are kaizen events and value stream mapping. These team-based methods are very powerful methods for driving improvement in agency processes. Although the intense period of activity in an event is focused in a few days, keep in mind that events require substantial prep and follow-up work to be successful.

1.6 CONTRACTOR shall provide advanced lean methods for specialized needs, which shall include six sigma, strategy deployment, and Lean process design. Six Sigma

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
THE KENSEI GROUP

projects depend on statistical tools for analyzing problems involving multiple variables, so require more technical expertise than typical Lean events. Strategy deployment allows for strategic alignment of improvement initiatives within an organization.

1.7 CONTRACTOR shall draft the initial Lean Transformation Plan (LTP). The LTP follows a proven application of lean thinking to strategy formulation, execution, learning, and problem solving. The LTP deliverable is the achievement of Probation's strategic priorities and transformation of culture.

1.8 CONTRACTOR shall establish a visual management room to track LTP progress, rapid improvement event status, value stream evaluation, lean communications, and true north (ideal state) metrics.

COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH
THE KENSEI GROUP

Attachment B-2

Payment and Compensation

Fees: The fees (including travel, meals and incidentals expenses) are not-to-exceed \$89,000.00 annually. Meetings will be invoiced at \$225 per hour for half day sessions or \$1,700 per day for full day sessions.

COPY

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
THE KENSEI GROUP

Original Contract Term:	May 22, 2017 through June 30, 2017
Contract Term Extended To:	July 1, 2017 through June 30, 2018
Effective Date of Amendment:	Upon Signature
Original Annual Maximum Contract Amount:	\$8,500
Amended Annual Maximum Contract Amount:	\$49,000
Contract ID:	PRARC-91800-001-06/18

The Agreement between County of Riverside (COUNTY) and The Kensei Group (CONTRACTOR), entered into as of May 22, 2017, is amended as follows:

1. Section 2.1 Period of Performance: Delete the first sentence in its entirety and replace with the following: This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2018 with the option to renew for one additional year, each year shall be renewable in one year increments by written amendment, unless terminated earlier.

2. Exhibit A (Scope of Service) is deleted in its entirety and replaced with the attached Exhibit A-1.

3. Section 3.1 Compensation: Delete the second sentence in its entirety and replace with the following: Maximum payments by COUNTY to CONTRACTOR shall not exceed \$49,000.00 annually including all expenses.

“The COUNTY agrees to pay CONTRACTOR for services performed at an annual rate of Forty-nine Thousand dollars (\$49,000), including all expenses, based on the availability of fiscal funding.”

4. Exhibit B (Payment Provisions) is deleted in its entirety and replaced with the attached Exhibit B-1.

5. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

THE KENSEI GROUP

By: Patricia Guerrero

By: Ken Flaherty

Patricia Guerrero
Procurement Contract Specialist

Name: Ken Flaherty
Title: President

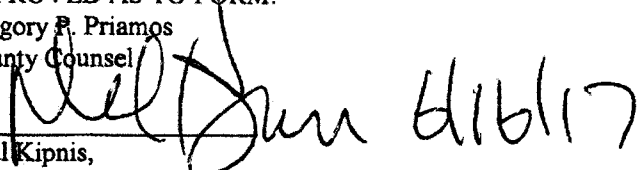
Dated: 6/22/17

Dated: 6/20/2017

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
THE KENSEI GROUP

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Neal Kipnis,
Deputy County Counsel

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
THE KENSEI GROUP

Exhibit A-1
Scope of Service

1.0 Scope of Service

The CONTRACTOR shall provide consulting services to include but not be limited to the following activities:

1.1 Support Riverside County Probation Department (Probation) by providing them with local performance improvement, project management, and administrative program support capabilities. Additionally, CONTRACTOR shall collaborate and align work efforts with CAFwd and KPMG to merge operational improvement recommendations to Probation operational excellence program.

1.2 CONTRACTOR shall provide support of Probation's Lean program. Lean provides the benefits of improvement techniques to help organizations streamline operations, increase value and reduce waste. The primary focus of the agreement is project management, mentorship of practitioners, and support of the Probation's Lean Program. CONTRACTOR will provide a recommended strategy and approach for Probation's Lean initiative.

1.3 Event Facilitation Services will provide advanced leadership facilitation and training that address the challenges and issues senior and executive managers encounter. The focus of the various sessions is team building, communication, decision making process, strategic planning, change management, and techniques to develop comprehensive outcomes for complex organizational issues. Provide consulting activities that include strategic planning and working sessions with CAFwd and KPMG to consolidate improvement recommendations that will support Probation for future continuous improvement activities that align with their strategic goals.

1.4 Consolidate team findings and provide continuous improvement recommendation to Probation leadership during their annual strategic leadership retreat.

1.5 The Kensei Group shall provide support of RCP's Lean program. Lean provides the benefits of improvement techniques to help organizations streamline operations, increase value and reduce waste. Event-Based Process-Improvement Methods will be utilized; and these methods are implemented as "events" lasting anywhere from a half-day to five days. Two common types of Lean events are kaizen events and value stream mapping. These team-based methods are very powerful methods for driving improvement in agency processes. Although the intense period of activity in an event is focused in a few days, keep in mind that events require substantial prep and follow-up work to be successful.

1.6 Provide Advanced Lean Methods for Specialized Needs: More advanced Lean methods include Six Sigma, strategy deployment, and Lean process design. Six Sigma projects depend on statistical tools for analyzing problems involving multiple variables, so require more technical expertise than typical Lean events. Strategy deployment allows for strategic alignment of improvement initiatives within an organization

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
THE KENSEI GROUP

Attachment B-1

Payment and Compensation

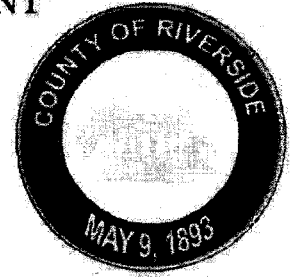
Fees: The fees (including travel, meals and incidentals expenses) are not-to-exceed \$49,000.00 annually. Meetings will be invoiced at \$225 per hour for half day sessions or \$1,700 per day for full day sessions.



RIVERSIDE COUNTY PROBATION DEPARTMENT

Serving Courts • Protecting Our Community • Changing Lives

MARK A. HAKE
CHIEF PROBATION OFFICER



Date: February 1, 2018
From: Mark A. Hake, Chief Probation Officer
To: Board of Supervisors/Purchasing Agent
Via: Julie L. Terrell, Sr. Administrative Analyst, 5-0905
Subject: Sole Source Procurement; Request for The Kensei Group

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Organizational Lean Continuous Improvement and Cultural Transformation Consulting
2. **Vendor ID:** 211732
3. **Supply/Service being requested:**
Amend the existing Professional Services Agreement to expand services to include areas of the department not previously evaluated:
 - Support Riverside County Probation Department (Probation) by providing them with local performance improvement, project management, and administrative program support capabilities. Additionally, The Kensei Group shall collaborate and align work efforts with KPMG to merge operational improvement recommendations to Probation's operational excellence program.
 - The Kensei Group shall provide support of Probation's Lean program. Lean provides the benefits of improvement techniques to help organizations streamline operations, increase value and reduce waste. The primary focus of the agreement is project management, mentorship of practitioners and support of Probation's Lean Program. The Kensei group will provide a recommended strategy and approach for Probation's Lean Initiative.
 - Event facilitation services will provide advanced leadership facilitation and training that address the challenges and issues senior and executive managers encounter. The focus of the various sessions is team building, communication, decision making process, strategic planning, change management, and techniques to develop comprehensive outcomes for complex organizational issues. Provide consulting activities that include strategic planning and working sessions with CAFwd and KPMG to consolidate improvement recommendations that will support Probation for future continuous improvement activities that align with their strategic goals.
 - Consolidate team findings and provide continuous improvement recommendation to Probation leadership during their annual strategic leadership retreat.

- Draft the initial Lean Transformation Plan (LTP). The LTP follows a proven application of Lean Thinking to strategy formulation, execution, learning, and problem solving. The LTP deliverable is the achievement of RCP's strategic priorities and transformation of culture.
- A Visual Management room will be established to track LTP progress, Rapid Improvement Event status, Value Stream evaluation, Lean Communications, and true north (Ideal State) metrics.

4. Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted: Lean methodology is a very specialized field and there are limited corporations available that offer this training in Southern California. During a search of possible Lean providers the following companies were contacted: New Horizons Computer Learning Centers of Southern California and Southern Arizona, and Lean Enterprise Institute. After the initial communication with these companies, it became clear they only focus on consulting with industrial engineering, manufacturing, and production based organizations. Although they facilitate Lean methodology, they do not offer the service based focus and criminal justice experience needed for Probation as our mission and function is a service based organization.

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Ken Flaherty, of the Kensei Group, has over 20 years of extensive training with hospitals, health plan providers, and the prison industry. Ken Flaherty has worked with Probation via the three conferences within the last 12 months. His consulting services will be a continuation of the previously provided Lean Management training; assisting Probation's implementation of the Lean methodology throughout the department. His previous experience with the County and Probation will allow him to transition seamlessly with KPMG regarding the Lean implementation of the recommendations. A new vendor would require an introduction to County and Probation operations.

Mr. Flaherty is a certified Master Black Belt in Lean Six Sigma and is also certified in Project Management and as an Executive Coach. He holds a Masters in Science in Logistics & Supply Chain Management, a Masters in Science in Business Management & Human Resource Management, a Master in Science in Strategic Planning and a Bachelor of Science in Workforce Organizational Development. He also completed extensive Senior Executive Management Program in Operations, Value Chain & Technology from Massachusetts Institute of Technology (MIT).

6. Reasons why my department requires these unique features and what benefit will accrue to the county: With the Kensei Group's assistance, Probation has taken steps towards completing a comprehensive review of its operations in field services to locate cost savings and process improvements. With the joint efforts of the Kensei Group and KPMG, Probation continues to apply the Lean methodology to evaluate programs, ensure that our systems and processes eliminate waste and add value to our service delivery and our resources are allocated appropriately to provide for better engagement with our clients. The amendment to the Kensei Group PSA will allow for the inclusion of the institutions in the comprehensive review as well as ensure continued safety and security of our juvenile facilities.

The focus between the involved entities is on shared goals and priorities and to determine how Probation can be supported, as well as other systems and other county departments, over the next several months/year through the joint efforts of KPMG, and the Kensei Group. KMPG findings will inform a sustainable effort implemented through County staffed JSCI positions utilizing Lean methodologies. In these upcoming and tight budget times, the ability to identify and utilize cost saving measures via the KPMG recommendations by the adoption of Lean methodologies will achieve desirable savings in real dollars and staff efficiencies.

7. **Period of Performance:** From: FY17/18 to FY17/18
 (total number of years)

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, than the agreement must be submitted to the Board for approval.)

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY_18	FY__	FY__	FY__	FY__	Total
One-time Costs:						
<i>Consultant Services</i>						
<i>(incl. Travel Costs (D1))</i>	\$89,000					\$89,000
Total Costs	\$89,000					\$89,000

Note: Insert additional rows as needed

9. **Price Reasonableness:** *(Explain why this price is reasonable or cost effective, and if this service/commodity will be bid out in the future.)* An informal bid was conducted in May 2017 to obtain facilitator training services to provide lean management training in the Six Sigma process at the green belt level. Three vendors were contacted to obtain costs to provide the training. The informal bid amounts were as follows: New Horizons Learning Center, \$33,800; The Kensei Group, \$8,500; and Pivotal Resources who was non-responsive as they were unable to provide facilitator training services only. The Kensei Group was selected as low bidder and the contract was signed on May 22, 2017. On June 22, 2017, amendment no.1 to the contract was approved to expand training services to include consulting on lean management comprehensive review of the department, increasing the contract to \$49,000.

10. **Projected Board of Supervisor Date (if applicable):** 2/27/18
(Form 11s must accompany the sole source request for Purchasing Agent approval.)

Mark A. Hake Mark A. Hake, Chief Probation Officer 2-9-18
Department Head Signature (or designee) Print Name Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
Not to exceed: \$ 89,000 One time Annual Amount through 6/30/18
(Date)
[Signature] 2/15/18 18-139
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

List Attachments:

COPY

Contract ID # PRARC-91800-001-06/17

PROFESSIONAL SERVICE AGREEMENT

for

LEAN MANAGEMENT CONSULTING SERVICES

between

COUNTY OF RIVERSIDE

and

THE KENSEI GROUP



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This Agreement, made and entered into this ____ day of ____, 2017, by and between THE KENSEI GROUP, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of one page at the prices stated in Exhibit B, Payment Provisions, consisting of one page.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2017, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$8,500.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers. All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Probation Department, 3960 Orange St, Suite 600, Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PRARC-91800-001-06/17 quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever

to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Probation Department
3960 Orange St, Suite 600
Riverside, CA 92501

CONTRACTOR

The Kensei Group
0141 Manteca Dr.
Oceanside, CA 92057

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives,

prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.


23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

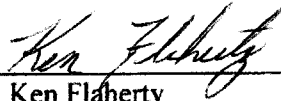
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Patricia Guerrero
Procurement Contract Specialist

Dated: 5/22/17

THE KENSEI GROUP

By: 
Ken Flaherty
President

Dated: 5/15/17

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

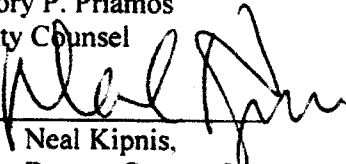
By:  5/15/17
Neal Kipnis,
Deputy County Counsel

Exhibit A
Scope of Service

1. Scope of Service

The CONTRACTOR shall provide consulting services to include but not be limited to the following activities:

- 1.1 Support Riverside County Probation Department (Probation) by providing them with local performance improvement, project management, and administrative program support capabilities. Additionally, CONTRACTOR shall collaborate and align work efforts with CAFwd and KPMG to merge operational improvement recommendations to Probation operational excellence program.
- 1.2 CONTRACTOR shall provide support of Probation's Lean program. Lean provides the benefits of improvement techniques to help organizations streamline operations, increase value and reduce waste. The primary focus of the agreement is project management, mentorship of practitioners, and support of the Probation's Lean Program. CONTRACTOR will provide a recommended strategy and approach for Probation's Lean initiative.
- 1.3 Event Facilitation Services will provide advanced leadership facilitation and training that address the challenges and issues senior and executive managers encounter. The focus of the various sessions is team building, communication, decision making process, strategic planning, change management, and techniques to develop comprehensive outcomes for complex organizational issues. Provide consulting activities that include strategic planning and working sessions with CAFwd and KPMG to consolidate improvement recommendations that will support Probation for future continuous improvement activities that align with their strategic goals.
- 1.4 Consolidate team findings and provide continuous improvement recommendation to Probation leadership during their annual strategic leadership retreat.

2. Timeline

CONTRACTOR will begin work after acceptance of the proposal. A total of 5 days of work is anticipated. Any additions dates and scope of service change orders must be submitted for review and approval by Probation through written amendment to this agreement.

Attachment B
Payment and Compensation

Fees: The fees (including travel, meals and incidentals expenses) are \$8,500.00 (\$1,700.00 per day).
Meetings will be invoiced at \$225 per hour for half day sessions and or \$1,700 per day for full day sessions.
Planning and work group sessions will be invoicing \$1,700 per day.