

**PROFESSIONAL SERVICES CONTRACT
FOR 230103-SK SYSTEM OF CARE**

THIS CONTRACT is being entered into this _____ day of _____, 2023, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Consilience Group LLC, (hereinafter the "Company"), a Tennessee limited liability company] having its principal office at 2157 Madison Ave. Memphis, TN 38104.

SECTION A – Contract Overview**A-1 Summary of Contract** [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a) Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	The project will be a gaps analysis assessment of mental and physical health resources for homeless persons.		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date 6/30/2025	Option Periods N/A
Contract Type As defined in Section B-1	The contract type is Firm Fixed Price		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	Not to exceed \$300,000		Payment Milestones are described in Exhibit B-Fees

(b)	Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract	
	Exhibit A – Scope of Work	Exhibit D - Work Plan
	Exhibit B – Fees	Attachment 1 - Certificate of Disclosure
	Exhibit C - Excerpted Proposal/Business Information/Resumes	

(c) City Project Manager Per Section D-4, (a)	Name Jocelyn Bluitt-Fisher	Phone 702.229.3412	Email jfisher@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	Name Meredith Hennessy	Phone (901) 878-3378 ext. 101	Email meredith@consiliencegroup.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	Name & Title Traci Sampson Managing Principal	Address 2157 Madison Ave. Memphis, TN 38104	Email traci@consiliencegroup.com

A-2 Performance Period [CAO-12/30/2020]

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms**B-1 Definitions [CAO-08/28/19]**

The following definitions apply to this Contract:

- (a) “*Award Date*” means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) “*Contract*” means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.
- (c) “*Contract Amount*” means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) “*Deliverable*” means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (e) “*Fixed Fee Contract*” means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company’s cost experience in performing the Contract.

SECTION C – Scope of Work**C-1 Scope of Work**

- (a) Services will be provided in accordance with the Work Plan attached as “Exhibit D”

C-2 Deliverables/Schedule/Fees

- (a) Deliverables will be provided in accordance with the Work Plan attached as “Exhibit D”
- (b) The City will pay the amounts set forth in “Exhibit B-Fees”.

SECTION D – Special Conditions**D-1 Payment [CAO-4.2020]**

- (a) Payment: Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, “Invoices”.
- (b) Reimbursable Travel Expenses: Travel Expenses are included in the Contract Amount per Exhibit B-Fees.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [CAO-9/2020]

- (a) The Company will timely submit a detailed invoice to the City within sixty (60) days per Exhibit B-Fees. Each invoice shall contain the following information:

- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101–2986

- (c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
 - (ii) copy of the applicable Deliverable associated with the invoice
- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

- (a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-03/31/2022]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
- (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must include coverage for **hired and non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the**

request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.

- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-3/31/2022]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-7 Holidays/Weekends [CAO-01/20/16] R

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday
 President's Day
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Nevada Admission Day
 Veterans Day
 Thanksgiving Day and Friday After
 Christmas Day
 New Year's Day

D-8 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may

change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: As Noted in Section A-1 (d) of the Contract:

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall

terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City,

if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
 - (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-4/2020]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

- (a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO–4/2020]

(Applicable to contracts with an estimated annual amount over \$100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

“Boycott of Israel” means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

“Company” means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

E-33 Miscellaneous [CAO – 4/2020]

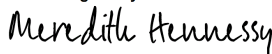
- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS**CONSILIENCE GROUP, LLC.**

DocuSigned by:



5/26/2023 | 5:50 AM PDT

17BC025CC9284E1...

Tonya Kemble
Manager, Purchasing & Contracts

Date

Meredith Hennessy
Principal and Practice Leader

Date

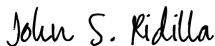
ATTEST:

LUANN D. HOLMES, MMC
City Clerk

Date

APPROVED AS TO FORM:

DocuSigned by:



5/24/2023 | 11:14 AM PDT

B4B55ADEFB494B5...

Deputy City Attorney

Date

EXHIBIT A - SCOPE OF WORK**System of Care (SOC) – Design Framework****Overview**

Research shows that many special or vulnerable populations such as persons of color, senior citizens, veterans and low-income individuals suffer mental and physical health challenges at a disproportionately higher rate than persons of other communities.

- a) Many individuals in these special populations lack connections and networks to quality health services for physical and mental health conditions.
- b) Many individuals in these special populations lack safety nets that would connect them to stable and affordable housing, social networks, employment opportunities, quality food, and reliable transportation.
- c) In Las Vegas, these factors contribute to increased instances of homelessness, reoccurring hospitalizations, participation in criminal activities, incarceration, and recidivism. Individuals who encounter these situations are more likely to access multiple public, non-profit, and private organizations simultaneously. Some of the impacted services include homelessness services, criminal justice systems, healthcare systems, housing services, public safety agencies, and emergency response services. Although health and social services are offered simultaneously by these partner agencies and the City of Las Vegas to persons in need, the systems lack cohesion and program alignment. As a result, clients often face challenges with receiving healthcare and social services.
- d) Organizations and agencies are unable to share data amongst each other or analyze program services to determine shortfalls, inefficiencies, or gaps in service.
- e) Organizations and agencies are unable to align respective programs and services to address best practices, enhanced quality of services, and increased efficiency to present cost savings to taxpayer-funded programs.
- f) Clients face challenges accessing services from multiple providers (both public and private sector agencies) due to lack of knowledge in processes or other barriers. This leads to unfulfilled health treatments.
- g) The project will be a gaps analysis assessment of mental and physical health resources for homeless persons in the City of Las Vegas and will involve reviewing multiple public systems, agencies, health services, social services, to assess fragmentation and misalignment between service providers. The outcome of this research will help determine what barriers exist for homeless persons seeking services, and barriers for staff that provide supportive services in an effort to provide recommendations for improvement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT B - FEES

Project Expense	Cost
Total	\$300,000
Professional Services	\$282,321
Travel	\$8,929
Other Project Related Expenses	\$8,750

Professional Services

The total professional services portion of this fee for 18 months of support for Work Plan Tasks 1-5 is **\$282,321**, which is reflective of the level of effort associated with the proposed scope of work. It estimates a total of **1,882 hours** at a blended rate of approximately **\$150 per hour**. Included in this professional services fee is an allocation of scoped hours to a local contractor, who will provide project management support. A breakdown of the hours and costs associated with each proposed project component is provided in the chart below. Please note that this fee **does not** include the recommended but optional 6 months of additional program implementation support. We have provided a proposed cost for that additional support, which would be in addition to the fee noted above.

Component	Hours	Professional Services Fee
Task 1: Identify and Connect	~158	\$23,700
Task 2: Assessment and Analysis	~580	\$86,900
Task 3: Design Regional SoC Infrastructure	~400	\$60,040
Task 4: Design a Model for Care Service Delivery	~565	\$84,846
Task 5: Program Implementation	~179	\$26,835
Total	1,882	\$282,321
Optional 6 months of program implementation support – Estimated at 65 hours per month	~390	\$61,620

The proposed fixed price project fee for the proposed 18-month timeline and corresponding Work Plan is **\$300,000** and is inclusive of professional services, travel, and other project related costs.

Travel

Total travel is estimated to be **\$8,929**. Key assumptions related to long distance and local travel are described below.

- Long Distance: Total long distance travel expenses are estimated at **\$8,616**. This assumes the following:
 - Travel for 2 team members from Memphis to Las Vegas to for two overnights (three days) to participate in the Recruitment Kick Off.
 - Travel for 3 team members from Memphis to Las Vegas for two overnights (three days) to participate in Design Workshop 1.
 - Travel for 2 team members from Memphis to Las Vegas to for two overnights (three days) to participate in the Implementation Pilot kick-off
 - Travel for 1 team member from Memphis to Las Vegas for two overnights (three days) to attend key meetings to be identified.
- Local: Total local travel is estimated at **\$313**. This assumes the following:
 - Local mileage reimbursement for the local contractor for up to 500 miles attending in person meetings. (500*\$.625)

Other Project Related Expenses

Other Project Related expenses are estimate at **\$8,750.00**. This assumes the following:

- **\$500** for professional printing and reproduction for meetings and training materials.
- **\$3,000** for up 150 users to access an online training portal. (150*\$20)
- **\$3,750** for focus group participant stipends (25 participants @ \$150)
- **\$1,500** for catering for in person meetings.

Key Assumptions

- City staff will take the lead in executing Task 1 and Task 5, with consultative support from the Consilience Group team.
- City staff will be the “face” of the initiative, handling stakeholder communications and scheduling. Consilience Group will support these activities with coaching and content as needed.
- City Leadership and designated staff will be available to review and provide timely feedback on key deliverables.
- The cost estimate does not include associated database or technology licensing fees and/or related configuration costs. The City will be responsible for negotiating and securing any technology licensing that may be required for this engagement, namely, a patient/client case management/electronic health records system.
- All final documents will be delivered in digital formats.

- Unless specifically noted as “in-person”, meetings will occur virtually or telephonically.
- The client is responsible for securing specific workshop venues, audio visual equipment, etc. and covering any related costs.
- Work requested outside the scope of this proposal will be authorized via separate authorization.
- Project Payment will consist of a \$25,000 project initiation fee, with the balance made in milestone payments to be established and agreed upon by the City of Las Vegas upon project initiation.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C - EXCERPTED PROPOSAL/BUSINESS INFORMATION/RESUMES**Key Personnel Experience****Traci Sampson – Project Strategic Advisor**

As Co-founder and Managing Principal of Consilience Group, Traci catalyzes transformational change grounded in social justice for organizations, systems, and communities. She blends her passion for equitable social change, creative skills, and broad experience across sectors to support strategic planning, management consulting, organizational development and training in dynamic, complex environments. She offers deep expertise in collaborative action, with two decades of experience facilitating integrated cross-sector systems of care and service continuums for children, families and communities with national, state, and local public, non-profit and private organizations. As project lead for Consilience Group's support services for the City's Diversity, Equity and Inclusion initiative, she maintains productive working relationships across the City and possesses a deep familiarity of the City of Las Vegas' policy and strategic context, as well as its departments, programs and services.

Traci began her career as an award-winning independent media artist and nonprofit arts administrator focused on expanding the voices of marginalized people, including youth of color, immigrants, and people with intellectual disabilities through access to media tools. During her years designing national innovation initiatives for Fortune 500 companies, she served as a leadership volunteer for initiatives to improve access to educational, workforce and cultural resources by low-income people of color. She holds a Bachelor of Fine Arts Degree from the Cooper Union for the Advancement of Science and Art.

Meredith Hennessy, MUP - Project Principal-in-Charge

Meredith has dedicated her career to addressing the systemic barriers that perpetuate social and economic disparity. She draws on two decades of experience designing and implementing large scale strategic community initiatives, working with interdisciplinary teams to create impact across shared populations. She has led numerous public and private sector strategic and business plans as well as supported the design of an array of community programs and national demonstration pilots.

Prior to her work as a strategic consultant, she worked for ten years for Seedco, a national nonprofit intermediary. In her role as Mid-South Vice President, she oversaw a range of community initiatives including a national affordable housing program, a low-interest community lending initiative, and a \$15 million federally funded workforce initiative based in the Mid-South.

Meredith's approach to problem solving and solution engineering is influenced by her formal design training. Early in her career she worked for an international architecture firm as well as a New York based transportation research and policy institute. She holds a Master in Urban Planning from New York University's Robert F. Wagner Graduate School of Public Service and a Bachelor of Arts in Architectural Studies from Rice University.

Sarahbeth Winn, MPP – System of Care Portfolio Manager/Lead Designer

Sarahbeth brings over fifteen years of experience as a systems designer and engineer with the majority of her career devoted to the public and nonprofit sector. She is an expert in identifying and correcting system vulnerabilities and bridging systems across multiple agencies and organizations for child- and family-centered services. Sarahbeth brings her talents to Consilience Group as a systems analyst and solution designer for numerous clients and projects. As project manager for Consilience Group's support services for the City's Diversity, Equity and Inclusion, she enjoys productive working relationships and possesses a deep familiarity across City of Las Vegas' departments, programs and services.

Prior to her work with Consilience Group, Sarahbeth was Program Director for the Child Welfare Initiative (CWI) where she was responsible for coordinating and managing an effective partnership and service delivery with the local Los Angeles County Juvenile Court. Previously, she worked for the U.S. Department of Veterans Affairs, the Los Angeles Mayor's Office of Economic Development, the California Legislative Analyst's Office and as a system engineer for Raytheon. She is also a Greenbelt in Lean Six Sigma. She holds a Master of Public Policy from the University of California, Los Angeles and a Bachelor of Science in Mechanical Engineering from Washington University in St. Louis.

Jenessa Spears, MA – Information and Data Technology Advisor

Jenessa Spears serves as Consilience Group's Data, Research, and Quality Improvement Portfolio Manager and provides leadership for all of Consilience Group's technology and digital transformation-related engagements. She is a medical and cultural anthropologist who brings ten years of professional experience with a rich background in mixed methods research with proficiency in both qualitative and quantitative data collection, analysis, and reporting. She is an expert in the design and adaptation of evaluation tools, designing institutional accountability structures, and developing infrastructure to drive equitable impact and foster a culture of learning.

Jenessa serves as the Tennessee Young Child Wellness Council Data Action Team Chair. In this role, she coordinates partners statewide and across early childhood-serving sectors to facilitate an asset-driven data sharing and impact strategy for the state of Tennessee. She is currently leading an early childhood HRSA funded technology integration project focused on uniting data across three state agencies. She has led Agape Child and Family Services data ecosystem design, and Saint Francis Health System's RMOMs HIPAA compliant database development, and was instrumental in Innovate Memphis's 901RideChoice requirements gathering and platform implementation.

Catherine Haag, BA - System Designer/Researcher

Catherine Haag will serve as the lead research and systems designer for this proposed initiative. As a lifelong learner she works to promote a culture of growth based on curiosity and respect captured in the phrase "No problems, only puzzles." Her desire to see communities flourish through equitable engagement and investment is what motivates her to keep pursuing beyond the good, the better, and on towards the best solutions.

Catherine brings to her work with Consilience Group eighteen years designing and documenting professional technical data management, process improvement, and federal regulation adherence. Her background in cultural anthropology education is committed to crafting human centered solutions. She holds a Bachelor of Arts in Anthropology with concentrations in Applied Anthropology, Globalization, Urban Studies, and Culture from the University of Memphis. When not reading, working on her latest puzzle, or attending a concert, she can be found outdoors with her family.

The System Designer/Researcher will report directly to the Portfolio Manager, with primary responsibility for executing key research and design tasks as outlined in the work plan. This person will work closely with the Project Manager. They will lead partner engagement, facilitate planning and discovery meetings, and prepare draft deliverables.

Caitriona Hobart, BS – Project Coordinator

Caitriona Hobart will serve as the Project Coordinator. Caitriona brings to her role at Consilience Group her passion for addressing the underlying complex root causes of housing insecurity and homelessness. Prior to her work at Consilience Group, she held a variety of leadership roles at the Dorothy Day House of Memphis, a nonprofit that provides temporary housing and support services for homeless families in Memphis, TN. Through her work at Dorothy Day, she supported the coordination and delivery of multiple social and community-based services with the goal of improving overall well-being and independence for the individuals and families served.

Caitriona holds a Bachelor of Science in Community and Nonprofit Leadership with concentrations in Environmental Studies and Global Health from the University of Wisconsin-Madison. While obtaining her undergraduate degree,

Caitriona balanced positions with various community organizations, including the University of Wisconsin Global Health Institute, Neighborhood House Community Center, Marbridge Center for Public Service, and Canopy Center.

Workload Accomplishment

Our multi-disciplinary team of seasoned professionals are skilled in applying proven Consilience Group tools, methods and processes for consistent impact and bring practical insights, expertise, and competencies to their passion for catalyzing and supporting strategic thinking - and action - in partnership with our clients. We use the following approach to assign team members to projects.

- We consider the estimated time for each project and manage our project assignments accordingly.
- We use Harvest Forecasting which allows us to project out the needs of our various projects and ensure each team member has the needed bandwidth to devote to each project.

Team Roles and Projected Time Allocation

The following chart identifies each proposed team member, their corresponding project role and responsibilities, estimated hours and the percentage of that allocation. All team members have the capacity to support this project.

Team Member & Project Role	Project Responsibilities	Estimated Hours	% of Project
Traci Sampson, Project Strategic Advisor	<ul style="list-style-type: none"> • City of Las Vegas strategic guidance and oversight • Consultative support as needed drawing upon deep knowledge and understanding of City of Las Vegas 	~26	1%
Meredith Hennessy, Principal-in-Charge	<ul style="list-style-type: none"> • SoC strategic guidance and support • Oversees all SoC deliverables, ensuring overall quality and client satisfaction 	~78	4%
Sarahbeth Winn, System of Care Portfolio Manager/Lead Designer	<ul style="list-style-type: none"> • Provides overall project leadership. • Leads the development of the overall engagement and engagement methodologies • Provides guidance and support to team members • Oversees and provides guidance regarding the overall SoC design • Oversees the development and final submission of key deliverables. 	~400	21%
Jenessa Spears, Information and Data Technology Advisor	<ul style="list-style-type: none"> • Strategic guidance and support to project team in the planning and design related to the Data Exchange 	~50	3%

Catherine Haag, SoC Designer/Researcher	<ul style="list-style-type: none"> • Regularly engages with City of Las Vegas SoC Design Team • Regularly engages with the Project Manager to ensure the project is on time and on budget. • Proactively communicates any potential roadblocks or challenges. • Leads SoC landscape research and design • Analyzes information gathered during discovery and design process. • Conducts system capacity assessments • Supports development of system maps and other SoC deliverables • Prepares all draft deliverables 	~750	40%
Caitriona Hobart, Project Manager	<ul style="list-style-type: none"> • Maintains the work plan and provides regularly reminders to team members of assigned tasks • Schedules and coordinates key project meetings • Participates in regularly scheduled client meetings • Facilitates regular communication with the client • Provides project support to SoC Leader Designer as needed • Prepares and submits project related reports and updates 	~578	31%

- **Changes to Key Personnel**

- As the qualifications and experience of the key employees are critical to this project, the Company will provide written notification of any change in personnel to the City's Project Manager, and provide the resume of the proposed staff replacement. A Contract Modification may be necessary for historical purposes.

EXHIBIT D - WORK PLAN

Section 3 – Work Plan.

As indicated in the Request for Proposal, many special or vulnerable populations such as persons of color, senior citizens, veterans, and low-income individuals suffer mental and physical health challenges greater than others in the community. Many of these people lack access to quality mental and physical health services and have unmet social needs such as access to affordable housing, healthy food, reliable transportation, and social/family support. People facing these situations are often involved with multiple public systems and agencies at the same time, including housing, healthcare, public safety, and the criminal justice system. At a city level, such conditions create or perpetuate homelessness, contribute to unnecessary hospitalizations and institutionalization, and negatively influence crime and recidivism rates.

While the City, in partnership with community nonprofits, provides a variety of clinical health and social services to these different groups, these services are often fragmented and mis-aligned which creates many barriers for both residents and City staff. As a result, it can be difficult for people to navigate various systems and programs to get all the resources they need for their mental and physical health. Government programs are often siloed which makes it difficult to share and leverage data and resources across programs to understand where services are being duplicated or where there are gaps. This in turn makes it extremely challenging to coordinate service delivery across agencies so that the service experience is higher quality, creating better outcomes for residents and ensuring a reasonable return-on-investment of public dollars.

In response to these conditions, it is our understanding that the City of Las Vegas seeks to establish a System of Care (SoC) that addresses the health and social service needs of special and vulnerable populations. The proposed SoC, driven by a shared value of health and wellness across sectors will support Social Determinants of Health (SDoH) screening, referrals and streamlined service connections. Detailed below is our proposed process for designing and implementing the proposed SoC.

Timeline, Activities, and Deliverables

The following proposed SoC scope of work tailors our proven proprietary tools and techniques to effectively engage cross-sector public and private stakeholders in system of care co-design process and shared implementation for this project's specific requirements and context. The proposed SoC work plan details all activities association with the identified five Tasks.

The table below illustrates the sequencing of the key work plan components. While all five key Tasks can be commenced within the proposed 18-month timeframe, activities associated with Task 5 will likely extend beyond the 18-month period. Task 5 could benefit from an additional 6-months of implementation support, which we've noted as optional support in the table below.

Component	Year 1				Year 2			
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8
Task 1: Identify and Connect								
Task 2: Design Regional SoC Infrastructure								
Task 3: Assessment and Analysis								
Task 4: Design a Model for Care Service Delivery								
Task 5: Program Implementation							Optional	Optional

Below is a detailed description of all Work Plan Tasks and corresponding deliverables and activities. We expect to complete Tasks 1-4 and commence Task 5 within the proposed 18-month period. We respectfully suggest that the City of Las Vegas consider extending the timeline for Task 5 for an additional six months. The rationale for the extension is detailed under the related Task. *Where applicable sample work products are noted and can be referenced as an Attachment.*

Task 1: Identify and Connect

As part of Task 1, our team will prepare a detailed project plan and identify and engage potential SoC partners. To do this, we will work alongside key representative from City agencies to ensure we are taking a comprehensive view of the priority population needs, available resources, and community assets. Informed by insights providing from these City representatives, will prepare a comprehensive list of public, nonprofit, and profit organizations serving the identified priority populations. During this critical first task our objective is to introduce the concept of an SoC to a broad range of agencies and recruit members for partnership and participation. Key deliverables generated during this Task include a **detailed project plan, comprehensive list of potential SoC partners, and draft partnership agreements.**

The City of Las Vegas team will take the lead in executing Task 1 activities 1 to 6, with consultative support and guidance provided by Consilience Group.

Key activities include:

1. Identify and engage potential participants in the SoC and solidify commitments to the project.

- a. As part of this process, we will ensure that invited participants represent comprehensive service domains that represent comprehensive holistic services available through a SoC. This includes representatives from the City of Las Vegas, Clark County, State of Nevada as well as other public health organizations, healthcare, and key nonprofit service providers. Our team will outreach to public safety agencies including police/law enforcement, fire department, and other emergency responders; City of Las Vegas Department of Neighborhood Services staff; Clark County staff; hospitals and emergency room staff; court systems; specialty courts; drug and mental health courts; jails; non-profit agencies; and state and local mental health agencies.
- b. Once a comprehensive list of organizations representing a cross-sector of social needs has been prepared we will facilitate three informational sessions, hosted during various times to ensure all potential partners have an opportunity to attend. These sessions will introduce potential partners to the benefits of an SoC approach to their work, SoC key components, case studies/examples, define various opportunities for engagement, and orient them to the proposed design process.
- c. As a follow-up to these informational sessions, we will ask organizations to indicate their respective interest in participating in the SoC design and development process and their relative commitment and availability. We will also seek out and address potential concerns and barriers to their participation.

2. Connect participant partners in the SOC to each other by initiating introductions. Identify respective commitments and address questions.

- a. Organizations that participate in the informational sessions will be added to a digital SoC platform. The platform will serve as a clearinghouse for key communication and design documents, that all partners, regardless of their level of participation, can access regularly. It will also serve as a forum for addressing questions and ensuring full transparency throughout the design process.

3. Secure buy-in and commitment to participate in an SoC Design Cohort.

- a. The partner recruitment process will provide organizations an opportunity to volunteer to be part of the SoC Design Cohort. The SoC Design Cohort will have primary responsibility for designing the SoC model of care infrastructure, with feedback from the larger group at key strategic points in the design process.

4. Create/Complete Memorandums of Understanding (MOU) or SoC Agreements that will codify buy-in and commit participants to the project.

- a. Drawing from our Consilience Group library of sample commitment agreements, we will tailor a partner agreement that allows for different levels of SoC commitment and participation with corresponding accountability and responsibility. This will provide each SoC partner an opportunity to select the level of engagement that they feel is most appropriate given their own resourcing and availability.

5. Identify internal core team members comprised of staff from City of Las Vegas Neighborhood Services, Fire/EMS, City Marshals, Metropolitan Police, and Municipal Court.

- a. We will work with City representative to identify internal core team members who oversee these critical City services. Representatives from this core team will meet regularly to identify and discuss opportunities for internal City services alignment and corresponding implementation requirements.

6. Identify extended partner team from multiple relevant service agencies.

- a. Informed by the initial partner engagement process, additional agency and organizational representatives will be identified and engaged in accordance with the commitments outlined in the respective partner agreement.

Task 2: Assessment and Analysis

This Task is an opportunity for our team to survey and assess resources available to support the implementation of an SoC. The assessment will take into consideration organizational/agency capacity, data infrastructure, as well as the policy and funding landscape. Key deliverables generated during this Task include **SoC Assessment Findings including an Analysis of Gaps, System Design Changes and/or Process Recommendations, and Proposal for Data Exchange Infrastructure**. Key activities and supporting tasks are described below.

1. Complete update meetings with all project stakeholders and program participants.

- a. Conduct up to ten individual discovery meetings and facilitate focus group conversations with key stakeholders and potential users. The feedback collected through these key informant conversations will inform an organizational capacity assessment as well as key services and supports to prioritize in the model design.
- b. Assess potential partners capacity to participate within the proposed SoC.

2. Create and complete surveys to be completed among the SoC framework stakeholders. The intent of the surveys is to gather information and create a repository of data on SoC-wide processes and client flow to determine weaknesses, gaps, strengths, and opportunities for growth.

- a. Complete network/service surveys. Surveys will gather information from current service providers regarding their current data systems and collection practices, as well as general information on the flow of services (including gaps) in the overall care network.

3. Complete an assessment and evaluation of funding sources/funding streams between organizations if applicable, and policy implementation to create recommendations for SoC network.

- a. Review policy and procedures of relevant City of Las Vegas departments and policies/procedures of associated partner organizations.
- b. Conduct up to five interviews with relevant State of Nevada partners to conduct a SWOT (strengths, weaknesses, opportunities, and threats) analysis based on their policies, procedures, challenges and opportunities.
- c. Conduct up to three interviews with the City of Las Vegas Office of Government Affairs to align interview findings and advocacy/legislative agendas.

- d. We will synthesize learnings from this evaluative component, which will inform the final assessment report and corresponding recommendations.

4. Compile Pre-Planning Assessment Findings

- a. Building on the information gathered during Task 2, we will further develop the **Catalog of Resources**, prepare an inventory of **data tools and data systems**, and prepare **process flows** that include possible barriers and potential new contact points.
- b. Informed by learnings gained through Tasks 2 and 3, we will compile a suggested list of desired outcomes and potential data indicators that provide insight regarding progress towards the outcomes. These will be compiled in a **Data Dictionary**, which will identify the outcome along with the corresponding supportive data point/indicator, data source, frequency of collection and corresponding calculation methodologies.

5. Conduct a gaps analysis and map out gaps in service reported as diagram.

- a. Informed by this discovery process, we will identify potential service and infrastructure gaps, visually mapping these gaps in a diagram.

6. Develop recommendations for City of Las Vegas system design changes and/or process recommendations and proposals for a data exchange infrastructure.

- a. Informed by the full assessment findings, we will prepare recommendations that identify strategic opportunities for the City of Las Vegas to align key processes and/or programs and services, strengthen overall infrastructure investments, and streamline the flow of information. Recommendations will include how the city can best utilize a data exchange infrastructure.

Task 2: Design Regional SoC Infrastructure

Task 2 will focus on the design of the macro regional SoC, which will serve as the strategic framework for the SoC design. Key deliverables generated during this phase include a draft **Catalog of Resources, Systems Diagram Map and Regional SoC Framework**. Key activities are noted below.

1. Create SoC workgroup and establish bi-weekly workgroup meetings that will continue for a period of one year.

- a. As previously noted, Task 1 will include the development of a partnership agreement outlining level of partnership engagement and commitment. Task 1 included the formation of the SoC Design Cohort, which will serve as the SoC workgroup that will meet regularly, having primary responsibility for guiding the SoC design process.

2. The work group will meet regularly and be charged with advancing the following tasks, with strategic input from other SoC partners.

- a. Review assessment analysis and provide insight into the overall SoC design.

- b. Establish governance (norms, expectations, guiding principles) for the workgroup and process for shared decision making.
- c. Create a shared vision for the SoC project with goals and intended outcomes.
- d. Provide ongoing guidance regarding potential SoC strategic partners and stakeholders.

3. **Create regional SOC Infrastructure development.**

- a. The SoC Design Cohort/workgroup, along with other key stakeholders as informed by the workgroup will have the opportunity to participate in a series of design workshops. These design workshops provide an opportunity for the participants to co-create the regional SoC infrastructure.
- b. Informed by feedback from the SoC workgroup, the SoC Design Cohort, and broader SoC partners, our team will create a Systems Diagram Map that includes available service programs, all stakeholders/partners, description of key elements, regional-system infrastructure, data and data systems elements, and SOC alignment requirements or recommendations.

4. **Design program subgroups to map out cross-system program opportunities for service (i.e. Recuperative Care Center (RCC); Homeless Courtyard (HC), Corridor of Hope programs (COH), etc.).**

- a. Guided by the Systems Diagram Map, we will propose program subgroups that focus on alignment opportunities across the RCC, HC, and COH and other key programs as identified. As part of this process, we will facilitate regular meetings of these subgroups to facilitate alignment planning and key action items.

Task 4: Design a Model for Care Service Delivery

Task 4 builds on the Regional SoC framework developed during Task 2, with the objective of co-creating a detailed SoC Operational Playbook, informed by Consilience Group's SoC operations framework and corresponding templates. *Examples of these templates are included as attachments.* Key deliverables generated during this phase include an updated **Catalog of Resources, Data Dictionary that outlines key performance indicators and collection methodologies, and an SoC Governance Model.** All of these individual deliverables will be organized in an **SoC Operational Playbook.** Key activities are outlined below.

1. **Collaborate with subgroups to facilitate the design of a service framework that ensures that clients are not denied services regardless of which agency they initially contact.**

- a. This involves working with partners to map out process flows and develop protocols and processes that ensure clients can more easily access the care they need.

2. **Create a catalog of common/shared resources.**

- a. We will work with partners to update the Catalog of Resources, that is reflective of potential changes to the resource landscape. The Catalog will be set up as a digital resource with an expectation that it will serve as a "living" document that is regularly maintained.

3. **Develop a performance management system that will identify key performance indicators, data collection procedures, and requirements, as well as identified outcomes.**
 - a. In partnership with SoC partners will develop a performance management accountability structure that operationalizes the data framework developed during Task 3. This framework will clearly define data accountability as it relates to collection, aggregation, analysis, and quality improvement.
4. **Create a governance structure to govern and provide oversight of the data exchange process among SoC partners.**
 - a. Drawing from our Consilience Group data templates we will work with SoC partners to customize and adopt a data governance structure. The final structure will outline data ethics and standards, shared data processes, and an implementation plan for collecting and analyzing shared data.
5. **Deliverables created during this Task as well as prior tasks will be compiled into a digital SoC Operational Playbook, made available through the digital platform established during Task 1.** The SoC Operational Playbook will be adapted from the Consilience Group, LLC SoC Playbook. The SoC Operational Playbook will include:
 - a. Shared business workflows and protocols.
 - b. Assessment and referral tools (e.g. shared assessments, referral forms, client consents, data use agreements).
 - c. Partnership model and corresponding roles and responsibilities.
 - d. Performance management framework with identified results, associated indicators.
 - e. Shared Data Governance Structure that outlines data ethics and governance standards.
 - f. Data exchange standards and shared data system implementation plan.

Task 5: Program Implementation

The City of Las Vegas team will take the lead in executing Task 5 activities 1 to 5, with consultative support and guidance provided by Consilience Group.

Task 5 focuses on implementation and preparing for the operational launch of the SoC. While all Task 5 activities can be initiated within the 18-month time frame we recommend that the City of Las Vegas consider extending this Task by an additional 6-months, to allow for continued support over a longer implementation support period. Key deliverables include the **Implementation Work Plan, Partner Training Agenda, and Continuous Improvement and Learning Cycle Plan**. Key activities are noted below.

1. **Develop a framework and policies of how data is shared among the regional network and stakeholders.**

- a. Building from the data governance and data exchange frameworks developed in the previous tasks, our team will support SoC partners in operationalizing those protocols through the development of a detailed implementation plan.

2. Train stakeholders on all aspects of the SOC project to include processes, goals, policies and relevant tools/technology.

- a. Our team will prepare training agendas that orient key partners to the SoC protocols. Training agendas and supporting reference materials will be available through the digital SoC platform.
- b. In addition to training materials, Consilience Group will also offer up to three live facilitated training courses for identified partners. We will model training for SoC partners with the intention that training will eventually be led by designated City of Las Vegas staff.

3. Provide regular project and program audits to ensure adherence to quality, goals, and timelines.

- a. We will work with SoC leaders to adapt a Continuous Improvement and Learning Cycle Plan that equips SoC partners to conduct regular audits and identify opportunities for quality improvement.

4. Meet twice a month (minimally) to assess pilot test performance, identify problems/challenges, create solutions to problems, make program adjustments and provide coaching to participants.

- a. As part of the implementation plan, we will incorporate regular meetings of the SoC leaders and prepare a meeting agenda template. During this implementation Task we will support the facilitation of these meetings, modeling for meeting participants a structure and format that they can adopt and eventually manage.

5. Update model and pilot frameworks, processes, and documentation as necessary.

- a. Informed by that feedback captured through the continuous improvement process and regular performance review meetings, we will support revisions and adjustments to the SoC protocols and guidance, sharing updates with the full implementation team. We will model this process and provide coaching/technical assistance with the intention of transitioning this activity to an identified SoC leader for ongoing implementation.

Milestones and Deliverables

Our team is committed to preparing all identified deliverables as requested. Within each Work Plan Task, we identified the corresponding deliverables to be created. The comprehensive list is outlined in the chart table below.

Deliverable	Task
Detailed Project Plan	Task 1
Comprehensive list of SoC Partners	Task 1
Create/complete any Memorandums of Understanding (MOU) or System of Care Agreements that codify buy-in and commit participants to the project.	Task 1
Preplanning Assessment Findings including an Analysis of Gaps, System Design Changes and/or Process Recommendations, and Proposal for Data Exchange Infrastructure. 1. Complete draft documents which will include inventories of resources, data tools and data systems, process flows that include possible barriers and potential new contact points. 2. Compile a list of data points and desired outcomes that will be documented and tracked.	Task 2
Regional SoC Framework Development.	Task 3
Draft Catalog of Resources	Task 3
Systems diagram map	Task 3
Updated Catalog of Resources	Task 4
Data Dictionary that outlines key performance indicators and collection methodologies	Task 4
Governance structure to govern and provide oversight of the data exchange process among SoC partners.	Task 4
SoC Operational Playbook	Task 4
Implementation Work Plan	Task 5
Training Agendas	Task 5
Continuous Improvement and Learning Cycle Plan	Task 5
Final project report (Project Completion)	Project Completion

Project Completion

During the final quarter of this engagement, we will prepare a final project report that includes key findings summary, recommendations, and lessons learned.

Supplemental Support

We propose the City of Las Vegas consider extending the total project time frame from 18 months to 24 months allowing at a minimum 9-month of Program Implementation support. This provides additional time to for our team to provide technical assistance and coaching during the critical start-up phase. An extended implementation timeframe would better allow our team to more deeply engage with the full SoC Workgroup to review all frameworks, process, data, and documentation and to collaborate to identify opportunities for process refinement as well as other adjustments to the model and corresponding documentation.

Potential Challenges and Proactive Mitigation

The overarching challenge to this type of initiative is to ensure full and sustained buy-in and “co-ownership” of SoC design and implementation across diverse agencies and partners. Our approach to facilitating the development of this SoC is designed to maximize engagement and co-ownership through a proven human-centered design process as described in our workplan. This approach provides the environment, structure and tools to support stakeholders in designing their own solutions, to meet both their shared and individual missions, needs and requirements so they are motivated to sustain implementation. We also ground our approach in proven change management methods, with an emphasis on ensuring that stakeholders perceive the benefits and value of participation early and often.

Specific challenges likely to be encountered and corresponding mitigation strategies are presented in the chart below.

Potential Challenge	Mitigation Strategy
1. Shifting priorities or workload of key agency and community partners	Identification of internal City champions who will continue to advocate for human and financial resources to support the SoC. Clarification among broader community partners regarding the benefits of participating in the SoC, levels of potential design process engagement and corresponding commitments. As noted in the Work Plan, we will codify that commitment through the execution of formal partnership agreements.
2. Siloed communication across departments and agencies.	Scheduling of regular interdisciplinary meetings to ensure regular sharing of information, formalized communication such as regular e-mails and website postings, as well as participatory process evaluation to detect lack of buy-in/sense of inclusion so these issues are proactively addressed.
3. Service delivery or program design constraints and limitations related to federal/state policy or funding requirements	Identify or clarify requirements and related implications of federal/state funding streams. Work with partners to design an SoC model that can operate within current constraints while anticipating and/or recommending more favorable funding/policy conditions.
4. Concerns about the legality of sharing individual level data and compliance with privacy and protection laws	Draw from existing best practices, tools, and templates to guide the adaptation and adoption of data sharing strategies that meet legal privacy and protection standards.

5. Ethical concerns regarding data sharing and protection and mitigation of families from intentional or unintentional harm	Draw upon best practices and research that provide guidance regarding ethical data use and protections, as well as engaging key equity advisors for insights and guidance.
6. Structural limitations of existing data systems that might impede data capture and data sharing, and analysis	Identify the limitations of existing data systems and data sets. Use limitations to identify and document the requirements of a data system that better addresses needs. Work with partners to design an SoC model that can operate within current constraints while anticipating future more favorable data conditions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS**1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name: Consilience Group	
Address: 2157 Madison Avenue	City / ST / Zip: Memphis, TN 38104
Telephone: (901) 878-3378, ext. 102	EIN or DUNS : 62-1828710
Block 2: Description / Subject Matter of Contract	
Services for: Professional Services System of Care	Project Number: 230103-SK
Block 3: <u>Type of Business</u>	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)**Block 4: Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Traci Sampson, Managing Principal	2157 Madison Avenue, Memphis, TN 38104	(901) 878-3378, ext. 100
2	Meredith Hennessy, Principal and	2157 Madison Avenue, Memphis, TN 38104	(901) 878-3378, ext. 101
3	Practice Leader		
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Meredith Hennessy
Signature
02/01/2023
Date

Subscribed and sworn to before me this 01 day of February, 2023

Shelley Thomas
Notary Signature

