

**REQUEST FOR PROPOSALS FOR A CONSULTANT TO ASSIST IN THE STUDY OF  
CHILD WELFARE FUNDING IN THE STATE OF NEVADA (A.B. 111, 2019)**

**Release Date: December 31, 2019**

**Closing Date: 5:00 p.m. on January 31, 2020**

For additional information, please contact:

John Kucera, Program Analyst, Fiscal Analysis Division  
Legislative Counsel Bureau, 401 South Carson Street, Carson City, NV 89701-4747  
Telephone: (775) 684-6821 Email: [john.kucera@lcb.state.nv.us](mailto:john.kucera@lcb.state.nv.us)

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

## **I. DESCRIPTION OF WORK**

During the 2019 Legislative Session, the Nevada Legislature enacted Assembly Bill No. 111 (A.B. 111) to require the Legislative Committee on Child Welfare and Juvenile Justice to conduct a study concerning the funding of the child welfare system in this State and in other states or jurisdictions to determine ways to maximize federal funding received by this State for carrying out child welfare services. Specifically, A.B. 111 requires the study to include:

1. An analysis of sources of federal funding that are currently utilized in this State to support agencies which provide child welfare services and other agencies which provide services related to children and families involved in the child welfare system;
2. An analysis of potential sources of funding to support agencies which provide child welfare services in this State; and
3. An analysis of other states and jurisdictions that maximize federal funding for child welfare and related services to identify new strategies or opportunities for the funding of the child welfare system in this State.

The bill requires the Committee to employ a Consultant to assist the Committee in carrying out the study. The Committee is seeking to enter into a contract with a Consultant to perform the analysis and provide monthly updates regarding findings. The Consultant must develop recommendations for actions that will increase the amount of federal funding received in this State for providing child welfare and related activities. The Consultant will be required to submit a final report to the Committee summarizing its analysis, finding and recommendations. This Request for Proposals (RFP) seeks responses from qualified Consultants to conduct the work as described herein.

The work of the Consultant must be completed by not later than August 31, 2020, with the draft report described in the Scope of Work substantially completed by June 1, 2020.

**INSTRUCTIONS:** Thoroughly provide all information requested in this RFP. Provide any additional information regarding the business of the Consultant that would be helpful in evaluating the proposal. Proposals must be submitted electronically to the Legislative Counsel Bureau on or before 5:00 p.m. PST, on **January 31, 2020. No late submissions will be accepted.**

**QUESTIONS:** All questions pertaining to this RFP must be submitted in writing to John Kucera at [john.kucera@lcb.state.nv.us](mailto:john.kucera@lcb.state.nv.us). Questions will be accepted from applicants electronically and, **to the extent possible**, responses to all bidder questions will be posted publicly on the legislative website at <http://www.leg.state.nv.us/App/rfp/A/Default.aspx>.

## **II. SCOPE OF WORK**

**A. Description of Plan:** The proposal submitted must identify the manner in which the work described above will be carried out, including, without limitation:

1. The manner in which the Consultant intends to analyze federal funding received for child welfare services by other states and compare the funding received by those states to that received in this State.

2. The information the Consultant intends to collect and the anticipated sources for that information.

3. The number of case studies of other states that the Consultant will include in the final report.

4. The manner in which comparisons will be made to ensure that conclusions may be obtained regarding the applicability to this State.

5. A description of any other methods the Consultant will use to identify additional federal funding that may be available to the State of Nevada.

6. The manner in which recommendations will be presented and categorized in the final report.

**B. Final Report:** The proposal submitted must outline the manner in which the Consultant intends to present the final report. The final report must include, without limitation:

1. A summary of the information obtained and an analysis of that information.

2. Specific recommendations to increase the amount of federal funding for child welfare services received in this State while minimizing any additional costs. Each recommendation must include a description of any changes necessary for implementation, any maintenance of effort that will be required or other requirements to take advantage of the recommendation, and the estimated incremental costs.

### **C. Attendance at Meetings of the Committee/Submission of Reports**

1. The Consultant will be required to prepare and submit to the LCB monthly reports that state the percentage of work completed, a statement of any work left to be done and any difficulties encountered or assistance needed to carry out the work. The Consultant will likely need to obtain information from the three agencies in this State that provide child welfare services: the Department of Health and Human Services (DCFS), the Clark County Department of Family Services (DFS) and the Washoe County Human Services Agency (HSA). If the Consultant encounters any difficulty obtaining such information, the Consultant must contact the contract administrator for the LCB for assistance in a timely manner and describe the difficulty in the monthly report.

2. The Consultant must prepare and submit a draft final report to the LCB by not later than June 1, 2020. The completed final report must incorporate any provisions required/requested by the LCB or the Committee.

3. The Consultant must present the draft final report in person to the Committee at a public hearing in Las Vegas, Nevada. In addition, the consultant will be required to present the final report as well as any follow-up information, clarification or supplemental research to the Committee in person at a subsequent meeting. Additionally, the Committee may require the Consultant to present the final report during the 2021 Legislative Session. Attendance at a meeting during the 2020 Legislative Session may be in person or by phone as determined necessary by the LCB. The cost of attending meetings as well as all other costs associated with carrying out the scope of work must be included in the cost set forth in the proposal. No additional funding will be provided for travel or other costs.

### **III. PROPOSAL PREPARATION AND SUBMISSION**

A. **Proposal Submittal:** Proposals must be prepared in accordance with and incorporate all of the required provisions of this RFP. Proposals must be submitted electronically to john.kucera@lcb.state.nv.us. All proposals must be received by the Legislative Counsel Bureau on or before 5:00 p.m. PST, on **January 31, 2020. No late submissions will be accepted.** Proposals may be modified by the applicant at any time in electronic form before that deadline. Modifications received after the deadline of 5:00 p.m. PST, on January 31, 2020, will not be considered. Proposals may be withdrawn at any time by providing written notice to the LCB.

B. **Additional Information to be included:** The name of the Consultant must appear on each page of the proposal. The person signing the proposal must initial any erasures, cross-outs, alterations, or other changes. The person signing the proposal must be authorized to legally commit the Consultant and conduct negotiations or discussions if requested and/or required.

C. **Right to Reject Proposals:** Proposals that are incomplete, appear unrealistic, demonstrate a lack of technical competence, or demonstrate a lack of comprehension of the complexity and risks involved may be rejected. The Committee reserves the right to reject any or all proposals, to waive any informalities and/or minor irregularities, and to award the contract in the manner it deems will carry out the best interests of the Nevada Legislature, with or without further discussion or negotiations.

D. **No liability of the LCB:** The LCB assumes no liability for any cost incurred by an applicant to prepare or deliver its proposal or for attending any meeting related to the RFP.

E. **Proposal Used to Evaluate:** Responses to this RFP will be the primary source of information used to evaluate the applicants. Therefore, applicants are requested and advised to be as complete as possible. The Committee or the LCB on behalf of the Committee may: 1) contact any applicant to clarify any response; 2) contact any references and current users of an applicant's services; 3) solicit information from any available source concerning any aspect of the proposal; and 4) seek and review any other information it deems pertinent to the evaluation process.

#### **IV. USE OF SUBCONTRACTORS**

The proposal submitted to the LCB must include the name of any individual or group with which the applicant intends to subcontract, the portion of the scope of work for which the subcontractor may be used, the relevant qualifications and prior experience of the subcontractor and the anticipated cost associated with the subcontracted work.

#### **V. CONFIDENTIALITY OF PROPOSALS**

Proposals submitted in response to this RFP will be kept confidential until the day following the deadline for submission of proposals at which time the proposals will be made available to the public upon request.

#### **VI. EVALUATION OF PROPOSALS**

Completed proposals will be forwarded for consideration of the Committee. Proposals will be evaluated in their entirety. The evaluation will include consideration of:

- A. Responsiveness to the request for proposal.
- B. Functional and technical merits, including:
  - 1. Qualifications of Consultant.
  - 2. Qualifications of assigned staff.
  - 3. Prior experience.
  - 4. Project work plan and timeline to complete the specific components of the scope of work.
  - 5. Understanding of technical requirements.
  - 6. Understanding of Nevada's existing child welfare funding structure and organization.
- C. Proposed method to accomplish the scope of work.

(The order listed above is not necessarily an indication of the relative importance of these factors.)

#### **VII. PUBLICITY**

An applicant must not make any public announcement concerning the award of the contract without the prior written approval of the LCB. Additionally, the successful applicant shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the State of Nevada, the Nevada Legislature or the LCB that resulted from this project, except with specific advance, written authorization by the LCB.

## **VIII. ADDITIONAL INFORMATION TO BE INLCUED IN PROPOSALS**

### **A. APPLICANT SUMMARY INFORMATION**

1. NAME OF CONSULTANT
2. PHYSICAL ADDRESS
3. TELEPHONE NUMBER
4. ELECTRONIC MAIL ADDRESS
5. CONTACT PERSON
6. FEDERAL TAX ID NUMBER

### **B. DESCRIPTION OF APPLICANT**

Describe the business of the Consultant, including organizational structure, years in business, location of office(s), experience, financial stability, and names and qualifications of key personnel who will be assigned to the project.

### **C. OWNERS OF CONSULTANT BUSINESS**

If not a publicly held company, provide a complete list of owners and officers of the business.

### **D. PROJECT WORK PLAN AND TIMELINE**

The proposed work plan must include a detailed plan and time schedule identifying the work activities that will be carried out, responsibilities to be accepted by the applicant, and all deliverables, including the final product that will be produced.

### **E. COST – INCLUDING ITEMIZATION OF SCOPE OF WORK COMPONENTS**

The cost proposal must include an itemization of all costs to complete the work, including the cost associated with carrying out each part of the project identified. The cost proposal must include the cost of attending meetings, any costs associated with complying with contractual provisions (see Attachment B) and any other costs associated with carrying out the scope of work. The proposal must anticipate inclusion of all of the provisions included in the attached sample contract. No additional funding will be provided for travel or other costs.

### **F. ASSOCIATION DISCLOSURE**

The applicant must disclose any formal association with other state agencies or other entities of State of Nevada and businesses or non-profit organizations that operate in Nevada.

### **G. CURRENT REFERENCES**

The applicant must provide at least three references. Each reference must include the name of a contact person, name of company, address, email address, and telephone number. References that can describe prior work engagements with similar scopes of work are preferable.



ATTACHMENT A

Sample Contract Provisions



**SAMPLE CONTRACTUAL PROVISIONS TO BE  
INCLUDED IN CONTRACT AWARDED**

**I. TERM OF THE AGREEMENT/PROJECT  
TIMING/STANDARD OF PERFORMANCE**

- (A) The term of this Agreement shall commence on the date on which it has been signed by all of the parties and shall continue in full force and effect until terminated pursuant to the terms of this Agreement, whichever is earlier.
- (B) Contractor and the LCB agree that time is of the essence in the performance of the duties set forth in this Agreement.
- (C) Contractor agrees to work faithfully, industriously and to the best of its ability, experience, and talents in the performance of its duties under this Agreement.
- (D) Unless otherwise agreed to in writing, the provisions of Sections I to XXV, inclusive, of this Agreement shall prevail over any conflicting provision in any other document.

**II. RESPONSIBILITIES OF CONTRACTOR**

- (A) As specified in the RFP or in the proposal as agreed upon by the parties.
- (B) Contractor agrees to obtain any visas, licenses, certificates and work documents required by law, including, without limitation a state business license or certificate of exemption issued pursuant to chapter 76 of NRS.

**III. FAIR EMPLOYMENT PRACTICES**

- (A) In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability or age, including, without limitation, with regard to 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, without limitation, apprenticeship.
- (B) Contractor further agrees to insert this provision in any subcontract entered into pursuant to this Agreement, except any subcontract for standard commercial supplies or raw materials.

**IV. REVIEW AND APPROVAL OF WORK**

- (A) Upon receipt of each bill submitted by Contractor pursuant to Section XIV of this Agreement which describes the work completed since the last bill, the LCB agrees to inspect any work

completed since the last inspection and notify Contractor within 10 business days whether the work is approved. Contractor acknowledges that acceptance is within the sole discretion of the LCB. The LCB agrees that it will not exercise its discretion in an arbitrary or capricious manner. The LCB further agrees that if it rejects any work, the LCB will provide Contractor along with the notice of rejection, a list of the deficiencies in the work performed by Contractor that Contractor must correct for the LCB to accept the work.

(B) If the LCB notifies Contractor that any aspect of the work has not been approved, Contractor agrees to make the necessary correction and resubmit the work within 10 business days for reconsideration, unless a longer time is authorized by the LCB. Any such correction of a deficiency shall be at the expense of Contractor. After Contractor has corrected a deficiency, Contractor agrees to notify the LCB and the process set forth in paragraph (A) for the inspection of work will apply.

(C) Upon approval of the Contract Administrator for the LCB of all of the work set forth in the bill, the LCB agrees to pay Contractor within 30 days, less 10 percent. Final payment for the project shall be withheld until the LCB approves the project and Contractor has completed all of its responsibilities under this Agreement to the satisfaction of the LCB.

## **V. CHANGE REQUESTS**

(A) Either party to this Agreement may request a change in the Agreement. Such a request must be made in writing and include a description of the provision(s) to be modified, the rationale for requesting the change and an assurance that the final product will be equal to or better than the specifications set forth in this Agreement.

(B) If Contractor submits a request for a change order, the LCB will approve or deny the request within 10 business days after receipt of the request. The LCB agrees that it will not unreasonably withhold such approval.

(C) If the LCB requests additional work or a modification to the work covered under this Agreement, Contractor must provide the LCB with a written estimate of the cost, which must be approved by the LCB before Contractor begins any such work.

(D) Contractor agrees to assume the risk of any change in the work processes or services provided by Contractor without a signed change order from the LCB. The cost and expense will be the responsibility of Contractor and Contractor may not submit a claim for compensation for work, materials or equipment in connection with such changes.

## **VI. THE WORKSITE**

- (A) The LCB agrees that it will provide access to the buildings of the LCB to Contractor and surrounding areas as necessary. Any keys provided to Contractor for the purpose of providing such access must not be taken off of the premises of the LCB and must be returned to the Contract Administrator for the LCB each day.
- (B) Contractor agrees that any employee or subcontractor of Contractor who performs work in or around the buildings of the LCB must obtain from the LCB an identification badge which must be worn by the employee or subcontractor while performing such work. Contractor further agrees that a foreman or superintendent of any subcontractor employed by Contractor will be physically present on-site during the performance of any work on the premises of the LCB.
- (C) Contractor is responsible for protecting the safety of the public and employees of the LCB from any hazards that may arise from work performed by Contractor or its subcontractors on site.
- (D) Contractor acknowledges that the buildings of the LCB will remain open while work is performed and agrees to coordinate its work activities with the LCB to ensure that access to the buildings of the LCB by the public and employees of the LCB is not unduly impaired.
- (E) Contractor agrees that, except with approval of the Contract Administrator for the LCB, all work performed pursuant to this Agreement must occur during regular working hours of regular working days.
- (F) Contractor acknowledges that the buildings of the LCB are professional buildings and agrees to perform all work within and around the buildings of the LCB in a professional manner and to be courteous to all persons encountered in the performance of its responsibilities under this Agreement.
- (G) Contractor agrees that its employees and any subcontractors will abide by the tobacco use policy of the LCB. The use of tobacco products is prohibited within or on the roof of the buildings of the LCB. Smoking is permitted on the grounds of the Legislative Building, the Sedway Office Building and the State Printing Office away from the public entrances.
- (H) Contractor agrees that its employees and any subcontractors will use only travel routes through the buildings of the LCB and the surrounding grounds that have been approved by the LCB.

(I) Contractor agrees to ensure that the work site is cleaned daily and that upon completion of the project, it will be cleaned to the satisfaction of the LCB. Contractor is responsible for the disposal of any refuse generated from the project.

(J) Contractor bears the risk of loss of, or damage to, any equipment or materials used in completing the project, including any equipment or materials stored on site.

(K) Contractor agrees to adhere to and follow all security protocols required in the buildings of the LCB and their perimeter.

(L) Contractor agrees to abide by any other rules of conduct of the LCB while performing work on the premises of the LCB as directed by the Contract Administrator for the LCB or his or her designee.

## **VII. INDEPENDENT CONTRACTOR**

The parties to this Agreement agree that for the purposes of the work performed pursuant to this Agreement, Contractor is an independent contractor and is not an employee of the LCB, the Legislature or the State of Nevada. As an independent contractor, there will not be:

(A) Withholding of personal income tax by the State of Nevada;

(B) Coverage for industrial insurance provided by the State of Nevada;

(C) Participation in group insurance plans which may be available to employees of the State of Nevada;

(D) Participation or contribution by either Contractor or the State of Nevada to the Public Employees' Retirement System;

(E) Accumulation of vacation leave or sick leave; or

(F) Coverage for unemployment compensation provided by the State of Nevada.

## **VIII. PRIMARY RESPONSIBILITY**

(A) Contractor shall not subcontract, sell, transfer, assign, delegate or otherwise dispose of its rights, obligations or duties under this Agreement or any portion thereof without the prior written consent of the LCB. The LCB agrees not to unreasonably deny such consent. If the LCB provides any such consent, Contractor agrees to remain primarily responsible for the work performed. Contractor shall not seek approval to subcontract work to any subcontractor who has been suspended by the State of Nevada.

(B) No subcontractor may in any case relieve Contractor of its liability under this Agreement and any person engaged in the performance of work covered by this Agreement shall be considered an employee of Contractor.

(C) Nothing in this Agreement shall be deemed to create a contractual relationship between the LCB and any person or entity other than Contractor.

### **IX. AUDIT REQUIREMENTS**

(A) Contractor agrees that any books, records, documents and accounting procedures and practices relevant to the performance of this Agreement are subject to inspection, examination, audit and copying by a person designated by the LCB at reasonable times and with reasonable notice. The LCB may request at any time, and Contractor shall provide, any such documentation in a form acceptable to the LCB at a location determined by the LCB.

(B) Notwithstanding completion of the project or termination of this Agreement, Contractor further agrees to preserve and make available any books, records and documents relevant to the performance of this Agreement for a period of 3 years after the date of final payment under this Agreement. If this Agreement is completely or partially terminated, the books, records and documents relating to the work terminated shall be preserved and made available for a period of 3 years after the date of any resulting final settlement.

### **X. NOTICES/CONTRACT ADMINISTRATION**

(A) The LCB hereby designates as the person to be contacted during the period of performance of this contract for contract administration:

LCB Employee  
Legislative Counsel Bureau, Administrative Division  
401 South Carson Street  
Carson City, Nevada 89701

(B) Contractor hereby designates as the person to be contacted during the period of performance of this contract for contract administration:

Contractor  
Address  
City, State Zip Code

(C) All notices required to be provided under this Agreement shall be deemed sufficient if delivered personally, by electronic mail with proof of receipt or sent by registered mail, return receipt requested. The contract administrators are the representatives for receipt of notices for the parties.

## **XI. STATE OWNERSHIP**

(A) All work performed by or at the direction of Contractor and all materials, products and deliverables developed or prepared for the LCB by Contractor or at the direction of Contractor are the property of the LCB and all title and interest therein shall vest in the LCB and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in the LCB or such works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to the LCB. All such deliverables shall belong exclusively to the LCB, with the LCB having the right to obtain and to hold in its own name copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall not use, willingly allow, or cause to have such deliverables used for any purpose other than the performance of its obligations under this Agreement without prior written consent of the LCB.

(B) Contractor agrees to give to the LCB and any person designated by the Nevada Legislature reasonable assistance, at the expense of the State of Nevada, required to perfect the rights defined in this section. Unless otherwise requested by the LCB, upon the completion of the services to be performed, Contractor shall immediately turn over to the LCB all deliverables developed pursuant to this Agreement.

## **XII. CONFIDENTIALITY**

Contractor agrees to maintain the confidentiality of the information, records and data obtained during the performance of its duties under this Agreement. Contractor further agrees not to use such information for any purpose other than to perform its duties under this Agreement and that it will require its employees to comply with the confidentiality requirements of this section.

## **XIII. PUBLICITY**

Contractor shall not use any data, pictures or other representations of the State of Nevada, the Nevada Legislature or the LCB, in its external advertising, marketing programs or other promotional efforts, unless it obtains the specific advance written authorization of the LCB. The LCB agrees not to unreasonably deny authorization to use the LCB as a reference.

## **XIV. PAYMENT SCHEDULE**

(A) As agreed.

(B) Contractor may submit a bill to the LCB not more than one time each month for an amount which corresponds to the percentage of the project that has been completed since the last payment. The bill must specify all work completed since the last bill was submitted and all work left to be

completed. Upon approval by the contract administrator for the LCB of all work identified in the bill provided pursuant to Section IV of this Agreement, the LCB agrees to pay Contractor within 30 days, less 10 percent in accordance with Section IV of this Agreement.

(C) Upon approval of all work required under this Agreement, Contractor may submit a bill for final payment and the LCB agrees to pay Contractor the balance owed within 30 days.

(D) The payments provided pursuant to this section shall constitute the entire compensation for the services rendered by Contractor and shall be deemed to cover all of the costs of Contractor, including, without limitation, overhead, travel, expenses, taxes, supplies and other related expenses, if any. No additional charges of any kind will be allowed unless specifically agreed to in writing, in advance, by the LCB.

## **XV. TERMINATION**

(A) The LCB may, at any time, for its convenience and without cause, terminate all or part of this Agreement. To terminate this Agreement pursuant to this paragraph, the LCB must send to Contractor a notice of termination without cause. Termination of this Agreement pursuant to this paragraph shall be within the sole discretion of the LCB and shall become effective upon receipt by Contractor of the notice of termination without cause. The LCB's liability to Contractor with respect to any such termination without cause is limited to the reasonable costs incurred by Contractor before the effective date of the termination for the performance of all responsibilities under this Agreement and in no case may exceed the fixed fee specified for the project pursuant to Section XIV. If requested, Contractor shall substantiate any cost submitted for payment with proof satisfactory to the LCB. This paragraph does not apply to termination for cause.

(B) Contractor is in default of this Agreement and the LCB may terminate this Agreement for cause if the LCB determines that:

- (1) The quality of the work performed by Contractor is unacceptable;
- (2) Contractor failed to comply with the terms of this Agreement to the satisfaction of the LCB;
- (3) Contractor has breached this Agreement or is not fulfilling its obligations under this Agreement in any other respect; or
- (4) Contractor has sought, or been forced to seek, protection under the Federal Bankruptcy Act.

(C) The LCB is in default of this Agreement if, at any time, the LCB materially breaches any term of this Agreement.

(D) To terminate this Agreement for cause, the nondefaulting party shall send to the defaulting party a notice of default. Termination shall become effective 5 days after the defaulting party

receives the notice of default unless during those 5 days the defaulting party cures the default.

(E) If the LCB terminates this Agreement for cause, the LCB is not liable for any costs incurred by Contractor and the LCB may procure the services from other sources and hold Contractor liable for any excess cost occasioned thereby.

## **XVI. LIABILITY INSURANCE**

(A) During the term of this Agreement, Contractor shall maintain comprehensive public liability and property damage insurance coverage of not less than \$1,000,000 in a form and with an insurer or insurers acceptable to the LCB. The policy shall be a combined single limit, including bodily injury and property damage, policy against liability arising out of the service of Contractor and its officers, employees, subcontractors and agents on the project. Contractor agrees to name the State of Nevada, the Nevada Legislature, the LCB and their officers, employees and agents as additional insureds on the policy. Contractor may comply with the requirements of this section by endorsement to any blanket policy of insurance carried by Contractor, provided that blanket policy meets the requirements of this section.

(B) Evidence of the policy or policies required by paragraph (A) must be furnished to the LCB at the time of the signing of the Agreement and thereafter from time to time as reasonably requested by the LCB. Such evidence must show that the policy or policies shall not be modified or terminated without at least 30 days prior notice to the LCB.

## **XVII. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of its duties under this Agreement.

## **XVIII. INDEMNIFICATION**

(A) Contractor agrees to hold harmless, indemnify and defend the State of Nevada, the Nevada Legislature, the LCB and their officers, employees and authorized agents against any claim, action, loss, damage, injury, liability, cost and expense of any kind or nature arising from the performance of this Agreement by Contractor which is not due to or caused by the negligence of the State of Nevada, the Nevada Legislature, the LCB or one of their officers, employees or authorized agents.

(B) In any claim against the State of Nevada, the Nevada Legislature, the Legislative Counsel Bureau or one of their officers, employees or authorized agents by any employee, any subcontractor of Contractor, or any person directly or indirectly employed by any of them, or any person for whose acts any of them may be liable, this indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or



for Contractor or any subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

(C) The indemnification conferred by this section is not intended to waive the limitation on the award of tort damages otherwise applicable to the acts or omissions to which the indemnification applies.

(D) The remedy provided by this indemnification is in addition to, and not in lieu of, any other remedy. This indemnification must not be diminished or limited in any way to the total limits of insurance required by this Agreement or otherwise available to Contractor.

### **XIX. CONTINGENCY/FORCE MAJEURE**

(A) Neither of the parties to this Agreement shall be held responsible for the delay or failure in the performance of this Agreement which is caused by fires, strikes, embargoes, requirements imposed by government regulation, civil or military authorities, an act of God, the public enemy or other cause beyond the control of any of the parties.

(B) If a contingency described in paragraph (A) occurs, the party injured by the other's inability to perform may elect to:

(1) Terminate this Agreement or any part thereof; or

(2) Suspend this Agreement for the duration of the delaying cause, with the option of extending the period for performance for not longer than the length of time the contingency endured.

(C) Unless written notice is given within 30 days after the injured party is apprised of the contingency, suspension of this Agreement as set forth in paragraph (B) shall be deemed selected.

### **XX. SEVERABILITY**

If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement.

### **XXI. INTERPRETATION**

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nevada.

## **XXII. VENUE**

Any cause of action brought by or against the State of Nevada, the Nevada Legislature, the LCB or their officers, employees or authorized agents arising out of the performance of this Agreement must be instituted and maintained in a court of competent jurisdiction in the County of Carson City, State of Nevada.

## **XXIII. REMEDIES NOT EXCLUSIVE**

No remedy provided herein shall be deemed exclusive of any other remedy allowed or provided by law.

## **XXIV. REPRESENTATION BY INDEPENDENT COUNSEL**

This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge that they have read and understood this Agreement and its legal effect. Each party acknowledges that it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement. Each party further acknowledges that it is not relying on, and it is not for the purposes of the negotiation, execution, and delivery of this Agreement a client of, the legal counsel employed by any of the other parties to this Agreement.

## **XXV. ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the parties hereto and no representation or promise not specifically set forth herein shall affect the duties or liabilities of either party hereunder, unless set forth in writing and agreed to by the parties.

**ATTACHMENT B**  
**Assembly Bill No. 111**

Assembly Bill No. 111–Committee on  
Legislative Operations and Elections

CHAPTER.....

AN ACT relating to children; requiring the Legislative Committee on Child Welfare and Juvenile Justice to conduct a study concerning the funding of the child welfare system in this State; making an appropriation; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

Existing law requires the Legislative Committee on Child Welfare and Juvenile Justice to evaluate and review issues relating to child welfare services and juvenile justice in this State. (NRS 218E.715) **Section 1** of this bill requires the Committee to conduct a study concerning issues regarding the funding of the child welfare system in this State in order to identify opportunities to maximize federal funding for the child welfare system. **Section 2** of this bill requires the Committee to employ a qualified independent consultant to aid the Committee in the commission of the study. **Section 3** of this bill makes an appropriation of \$200,000 for the purpose of conducting the study. **Section 5** of this bill requires the Committee to submit a report with the results of the study and any recommendations for legislation to the 81st Session of the Nevada Legislature.

EXPLANATION – Matter in bolded italics is new; matter between brackets [omitted material] is material to be omitted.

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THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

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**Section 1.** The Legislative Committee on Child Welfare and Juvenile Justice shall conduct a study during the 2019-2020 interim concerning the funding of the child welfare system in this State in order to identify opportunities to maximize federal funding for the system. The study must include, without limitation:

1. An analysis of sources of federal funding that are currently utilized in this State to support agencies which provide child welfare services and other agencies which provide services related to children and families involved in the child welfare system, including, without limitation, funding for medical care, mental health and substance abuse treatment, education, juvenile justice and child care;

2. An analysis of potential sources of funding to support agencies which provide child welfare services in this State, including opportunities for waivers or innovative strategies utilized by other states to maximize federal resources; and

3. An analysis of other states and jurisdictions that maximize federal resources for child welfare and related services in order to identify new strategies or opportunities for the funding of the child welfare system in this State.

**Sec. 2.** The Committee shall employ, within the limits of legislative appropriation, a qualified independent consultant to aid the Committee in the commission of the study.

**Sec. 3.** There is hereby appropriated from the State General Fund to the Legislative Fund created by NRS 218A.150 the sum of \$200,000 for the purpose of conducting a study of the funding of the child welfare system of this State as provided in sections 1 and 2 of this act.

**Sec. 4.** Any remaining balance of the appropriation made by section 3 of this act must not be committed for expenditure after June 30, 2021, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 17, 2021, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 17, 2021.

**Sec. 5.** In addition to any report required pursuant to NRS 218E.720, the Committee shall submit to the Legislative Commission a report of the results of the study and any recommendations for legislation before the commencement of the 81st Session of the Nevada Legislature.

**Sec. 6.** The provisions of subsection 1 of NRS 218D.380 do not apply to any provision of this act which adds or revises a requirement to submit a report to the Legislature.

**Sec. 7.** This act becomes effective on July 1, 2019.