

Date: _____

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13619**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: HOUSING DIVISION
Agency Code: 407	Contractor Name: HOUSING DIVISION
Appropriation Unit: 4862-16	Address: DEPT OF BUSINESS & INDUSTRY 1535 OLD HOT SPRINGS RD STE 50
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: 775/687-2049
	Vendor No.: D74426000
	NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**Anticipated BOE meeting date **09/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2016**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **LIHEAP**

5. Purpose of contract:

This is a new interlocal agreement between the Division of Welfare and Supportive Service (DWSS), Energy Assistance Program (EAP) and the Department of Business and Industry, Housing Division, Weatherization Assistance Program (WAP) to provide the Housing Division with 5% of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant funds awarded to DWSS to help fund weatherization assistance for low income families. WAP encourages and enables households to reduce their home energy needs by providing for various energy conservation measures, which decreases the need for energy assistance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,902,800.00**Other basis for payment: **5% of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant funds.****II. JUSTIFICATION**

7. What conditions require that this work be done?

DWSS is responsible for the administration of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant. Authorization for this grant is provided under CFR 45 Part 96 and CFR 10 Part 440. DWSS provides the Housing Division with 5% of this grant to help fund the Weatherization Assistance Program for low income families.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Department of Business and Industry, Housing Division is a state agency, which provides weatherization assistance to low income families.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contracted with DWSS from October 14, 2008 to September 30, 2010 and provided satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

Betsy Ransdell, SSPS III Ph: 775-684-0552

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Pending	
Division Approval	Pending	
Department Approval	Pending	
Contract Manager Approval	Pending	
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

**DIVISION OF WELFARE AND SUPPORTIVE SERVICES
CONTRACTUAL COST BREAKDOWN**

Contractor: Department of Business and Industry, Housing Division

Term of Contract: October 1, 2012 to September 30, 2016

Services Provided: DWSS will provide the Department of Business and Industry, Housing Division Weatherization Assistance Program (WAP) with 5% of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant funds awarded to DWSS to help fund WAP for low income families. WAP encourages and enables households to reduce their home energy needs by providing for various energy conservation measures, which decreases the need for energy assistance.

Rates: Total: \$1,902,800; \$475,700 per FFY
5% of the LIHEAP Block Grant

	FFY13 *	FFY14 **	FFY15 **	FFY16 **	Total
Estimated 5% of the LIHEAP Block Grant	\$475,700	\$475,700	\$475,700	\$475,700	\$1,902,800
Total	\$475,700	\$475,700	\$475,700	\$475,700	\$1,902,800

* Legislative Approved amount.

** FY 14, 15, 16 are based on the FY12/13 Legislative Approved amount.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

and

Department of Business and Industry
Housing Division
1535 Old Hot Springs Road, Suite 50
Carson City, NV 89706

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective: October 1, 2012, subject to Board of Examiners' approval (anticipated to be September 11, 2012) to September 30, 2016, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: LIHEAP WEATHERIZATION APPLICANT HOUSEHOLD REPORT

7. **CONSIDERATION.** Contractor agrees to provide the services set forth in paragraph (6) at a cost of **\$Actual per Invoice** with the total Contract or installments not to exceed **\$1,902,800; \$475,700 for FY 13, \$475,700 for FY 14, \$475,700 for FY 15, \$475,700 for FY 16, or 5% of the base LIHEA Block Grant award, whichever is less.** Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

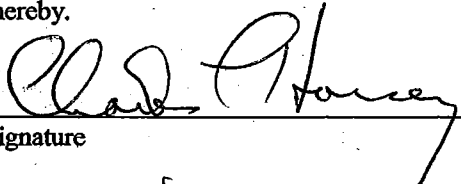
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

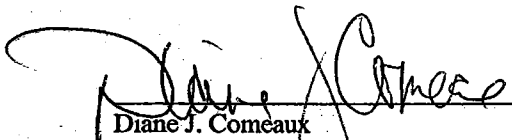
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

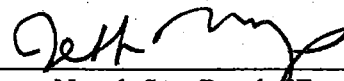
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


Signature _____ Date 7-16-12 Title ADMINISTRATOR


Signature _____ Date 7/17/12 Title Administrator,
Division of Welfare and Supportive Services



Signature _____ Date 7/30/12 Title Director,
Department of Health and Human Services


Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 9/11/12
(Date)

Approved as to form by:


Signature _____ Date 7/16/12
Deputy Attorney General for Attorney General, State of Nevada (Date)

SCOPE OF WORK

I. PURPOSE

The Department of Health and Human Services, Division of Welfare and Supportive Services (DWSS) is the designated agency responsible for the administration of the Low Income Home Energy Assistance Program (LIHEAP) under the authority of Title 45, Part 96, Subpart H, of the Code of Federal Regulations.

This Interlocal Agreement authorizes the Nevada Housing Division to request and receive 5% of the LIHEAP Block Grant, CFDA 93.568, to support the Weatherization Program.

The Weatherization Program performs its activities under the authority of Title 10, Part 440 of the Code of Federal Regulations.

II. THE DIVISION OF WELFARE AND SUPPORTIVE SERVICES AGREES TO:

1. Determine the total funding available to the Housing Division for each federal fiscal year from the Federal block grant, CFDA 93.568. Funding will be limited to 5% of the base LIHEAP block grant. If additional funds are received, the DWSS agrees to discuss with the Housing Division if additional funding will be made available for the Weatherization Program.
2. Notify the Housing Division of the amount of funds available to them within 10 days of receiving an award notification from the Department of Health and Human Services.
3. Process the Housing Division's request for funds within 30 calendar days of receipt.
4. Submit the required federal reports to the Department of Health and Human Services within the required time period and to provide copies of such reports to the Housing Division, Weatherization Program.

III. HOUSING DIVISION AGREES TO:

1. Assist eligible households with weatherization and other energy related home repairs and improvement. The assistance includes but is not necessarily limited to: 1) weatherization needs assessments/audits, 2) installation of caulking, insulation, and storm windows, 3) furnace and heating system modifications or repairs, 4) furnace replacement, 5) cooling efficiency modifications, repairs or replacements, 6) solar screens, 7) mobile home roof coating, 8) primary windows, 9) CFL's, 10) low flow showerheads, 11) refrigerator replacements, 12) air infiltration sealing, and 13) carbon monoxide alarms.
2. Request funds from DWSS on a form, which is acceptable to the DWSS.
3. Limit administrative expenditures to 10% of the funding received.
4. Submit a monthly expenditure report by the 10th day of the following month on a form which is acceptable to the DWSS. This report must identify the expenditures as either administrative or program costs. Adequate backup must be maintained to support the classification of the expenditures.
5. Comply with the weatherization regulations outlined in the U.S. Department of Energy, 10 CFR Part 440, Department of Health and Human Services 45 CFR Part 96.87 and the LIHEAP State Plan.

ATTACHMENT A

5. Determine household's income eligibility using 150% of the national poverty income guidelines as the maximum allowable gross annual household income for the applicable household size.
6. Submit applicant and recipient data to complete the federal Estimated and Final Carryover and Re-allotment by August 1st annually. Data must include the following information:
 - Current year amount payable as follows:
 - Administrative expenditures;
 - Program expenditures;
 - Amount obligated (but not yet expended).
 - Projected unobligated balance;
 - Carryover amount;
 - Re-allotment amount;
 - If a carryover amount exists, an explanation of why the funds weren't used in the allotted fiscal year;
 - If a carryover amount exists, an explanation of what type of assistance will be provided with the carryover funds.
7. Effective with the reporting of FFY data, submit applicant and recipient data electronically in an Excel format (See Attachment B) via e-mail to the DWSS Energy Assistance Program Specialist. The due date for submitting estimated FFY data to DWSS is August 1st annually, 30 days prior to the federal Estimated Report due date. The due date for submitting final FFY data to DWSS is November 1st annually, 30 days prior to the Final Household Report due date. Data must include the following:

LIHEAP WEATHERIZATION APPLICANT HOUSEHOLD REPORT:

- Number of Weatherization Assistance Program (WAP) applicant households.
- Number of WAP applicant households with income under 75% of poverty.
- Number of WAP applicant households with income from 75% through 100% of poverty.
- Number of WAP applicant households with income from 101% through 125% of poverty.
- Number of WAP applicant households with income from 125% through 150% of poverty.
- Number of WAP applicant households with income over 150% of poverty.
- Number of WAP applicant households with income data unavailable.

LIHEAP WEATHERIZATION-ASSISTED HOUSEHOLD REPORT:

- WAP applicant adult's (18 years of age or older) SSN (9 digits; no spaces). The WAP applicant adult's SSN appears with each household member.
- WAP work completion date. (mm/dd/yyyy)
- WAP household member's SSN.
- WAP household member's last name followed by first name.
- WAP household member's date of birth. (mm/dd/yyyy)
- WAP household's income level designated by a 'Y' in the appropriate poverty income level field (Under 75% of poverty; 75% through 100% of poverty; 101% through 125% of poverty; over 150% of poverty).

ATTACHMENT A

- WAP household member's disability status indicator (Y/N).

IV. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand existing Weatherization Program services to eligible households beginning October 1, 2012.
2. The use or disclosure to any party of any information concerning a client for any purpose not directly connected with the administration of the DWSS' or the Housing Division's responsibilities with respect to purchased services hereunder, is prohibited.
3. That the contract authority for each fiscal year is only an estimate. The first LIHEAP block grant award letter is received at Division of Welfare and Supportive Service on or about October 31st of each fiscal year, awarding approximately 25% of the total grant with the remaining award arriving on or about January 31st.
4. Once the initial and final notification has been received, Housing Division will be notified by letter of the actual amounts of the Block Grant award reflecting 5% of the base being given to the Housing Division.
5. If the amount is higher than listed in the consideration language of the contract, the contract will be amended to reflect the actual amounts of the Block Grant award reflecting 5% of the base being given to the Housing Division.

LIHEAP WEATHERIZATION APPLICANT HOUSEHOLD REPORT
FOR FEDERAL FISCAL YEAR [Insert FFY] - [Insert ESTIMATED or FINAL] Weatherization run date [mm/dd/yyyy]

Number of applicant households	Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty	Income data unavailable
15	5	2	3	2	1	2

LIHEAP WEATHERIZATION ASSISTED HOUSEHOLD REPORT
FOR FEDERAL FISCAL YEAR [Insert FFY] - [Insert ESTIMATED or FINAL] Weatherization run date [Insert date]

Case (WAP) Applicant SSN	WAP Completion Date	SSN	NAME	Date of Birth	Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty	Disabled
000662222	01/01/2010	000662222	CLAUS, ALICE	02/01/1963			Y			N
000662222	01/01/2010	122335544	CLAUS, TOM	01/15/1993						N
000662222	01/01/2010	666666666	CLAUS, FRAN	01/01/1998						Y
444662222	12/15/2009	444662222	VENUS, SILVIA	03/02/1967					Y	N
444662222	12/15/2009	222332222	VENUS, ELLEN	05/16/1974						N
444662222	12/15/2009	123456789	VENUS, SAL	04/12/2005						Y
2		6			0	0	1	0	1	2