

OFFICIAL RECORD
Requested By:
DC/SOCIAL SERVICES

Assessor's Parcel Number: N/A

Date: MAY 19, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 16 Fee: 0.00
BK-0509 PG- 5267 RPTT: 0.00



Name: CYNDY REDMILES, SOCIAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.108
(Title of Document)

BOCC

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 East College Parkway
Carson City, NV 89706

and

Douglas County Social Services
1133 Spruce Street
Gardnerville, NV 89410

Handwritten signature

TEO THIRAN
CLERK

2009 MAY 19 PM 3:41

NOV 2009.108

FILED

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 upon approval to September 30, 2012, 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 60 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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.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: AUTHORIZATION FOR REIMBURSEMENT



ATTACHMENT C: NOTICE OF ACTION AND RIGHT TO REQUEST HEARING
ATTACHMENT D: NOTICE OF INTERIM ASSISTANCE REIMBURSEMENT SSA-8125

7. **CONSIDERATION.** Douglas County Social Services agrees to provide the services set forth in paragraph (6) at a cost of \$ N/A per N/A (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: N/A, not exceeding \$ N/A. 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.

Scope of Work

The Secretary of United States Department of Health and Human Services, hereinafter referred to as "Secretary" and the State of Nevada, Division of Welfare and Supportive Services hereinafter referred to as "DWSS" have entered into an agreement to provide for Interim Assistance for the purpose of assuring the availability of assistance to meet the basic needs of applicants for benefits under the Supplemental Security Program, Title XVI of the Social Security Act. DWSS may enter into agreements with County and/or Public Agencies hereinafter referred to as "Agency" so they may obtain Interim Assistance reimbursement from the Secretary for providing these services.

This agreement covers the reimbursement by the Secretary to the Agency for assistance furnished by the Agency to individuals during a) Months their supplemental security income (SSI) applications are pending, and/or b) Months their SSI benefits have been suspended or terminated, if said individuals are subsequently found to be eligible for SSI benefits for those months. DWSS does not agree to reimburse the Agency for any expenses incurred by the Agency while providing this service.

The Agency agrees to:

1. Obtain a completed, signed and dated Authorization for Reimbursement of Interim Assistance-Initial Payment Form/Initial Post Eligibility Payment Form (Attachment B) for the reimbursement of Interim Assistance for each individual who has received or will receive Interim Assistance and whose initial payment or initial post-eligibility payment is to be sent to the Agency providing the assistance. A copy of each authorization shall be provided to the Secretary through the local Social Security Administration Office and DWSS either by mail, facsimile or any other agreed upon method.
2. Deduct from the initial payment received from the Secretary, with respect to the individual, an amount sufficient as reimbursement for Interim Assistance furnished on behalf of such individual from the first month in which individual was found eligible and ending with the month SSI benefits began.

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3. Deduct from the initial post eligibility payment received from the Secretary, with respect to the individual, an amount sufficient as



3. Deduct from the initial post eligibility payment received from the Secretary, with respect to the individual, an amount sufficient as reimbursement for Interim Assistance furnished on behalf of the individual, from the day of the month such individual's SSI benefits were reinstated after a period of suspension or termination, and ending with and including the month such individuals SSI benefits were resumed.
4. Provide to the individual written notice explaining the amount of initial payment or initial post-eligibility payment received from the Secretary for Interim Assistance and the excess amount, if any, due the individual using the Notice of Action Form (Attachment C); and pay the excess amount, if any, due the individual within ten (10) working days from the date the Agency receives the initial payment or initial post-eligibility payment and FORM SSA-8125 (Attachment D). If an individual dies after executing an authorization but before receiving the written notice and payment of the excess amount required by the preceding sentence, the Agency shall within the prescribed time limit provide such explanation and pay such balance to the Secretary through the Social Security Administration rather than to anyone else on behalf of the individual. In the event that agency warrant becomes stale-dated, the Agency is required to return such payments to the Secretary through the local Social Security Administration office.
5. Provide to the individual notice of and the opportunity for a hearing with respect to any action taken by the Agency pursuant to the implementation of this agreement by which the individual believes he or she has been aggrieved.
6. Comply with such other rules as the Secretary finds necessary to achieve efficient and effective administration of Interim Assistance reimbursement procedures and to carry out the purposes of the SSI program.
7. Receive, on behalf of the Secretary, authorization as intent by the individual to claim SSI benefits (a protective filing). The Agency will forward the authorizations to the Secretary, through the Social Security Administration, within ten (10) working days of obtaining the authorizations and shall retain copies thereof in accordance with the provisions of Article VIII of the Social Security Act.



8. The Agency shall complete Part II of Form SSA-8125 for each initial payment and initial post-eligibility payments received from the Secretary and submit a completed report within thirty (30) workdays from the date the Agency received such payment, to the Secretary, through the SSA, with a copy to the DWSS.
9. The reports shall detail to the Secretary and DWSS, individually:
 - a) The total amount of the initial payment or initial post-eligibility payment received by the Agency for the individual,
 - b) The amount retained by the Agency as reimbursement,
 - c) The amount, if any, due the individual, and
 - d) The date amount was due to the individual.
10. The collective total of all reports submitted monthly, received by the Secretary for each federal fiscal year, shall constitute the Agency's report for each federal fiscal year.
11. Perform such other functions as may be required by the terms of this agreement.

**AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE
INITIAL PAYMENT OR INITIAL POSTELIGIBILITY PAYMENT**

NAME	Social Security Number	
ADDRESS	CITY	ZIP CODE

For the purposes of this authorization form:

The term "State" means: Douglas County Social Services, which is the Interim Assistance (IA) Agency that the Nevada Division of Welfare and Supportive Services has an Interim assistance reimbursement agreement with and that paid you public assistance.

The term "SSI/SSP Benefits" means Supplemental Security Income benefits under Title XVI of the Social Security Act and State Supplementary Payment benefits, also under Title XVI of the Social Security Act.

What am I authorizing by signing this authorization form if I checked the block called Initial Payment only?

Initial Payment Only

If I am found eligible to receive SSI/SSP benefits, I understand that I am authorizing the Commissioner of the Social Security Administration (SSA) to send to the State:

- The First retroactive payment of SSI/SSP benefits on my initial claim, or
- An amount equal to the amount of reimbursable public assistance the State and any other Nevada IA agency paid me when law restricts the manner in which my SSI/SSP money can be released to me

What am I authorizing by signing this authorization form if I checked the block called Initial Posteligibility Payment Only?

Initial Posteligibility Payment Only

If I am found eligible to receive SSI/SSP benefits, I understand that I am authorizing the Commissioner of the Social Security Administration (SSA) to send to the State:

- The First retroactive posteligibility payment of SSI/SSP benefits following a suspension or termination of my SSI/SSP benefits, or
- An amount equal to the amount of reimbursable public assistance the State and any other Nevada IA agency paid me when law restricts the manner in which my SSI/SSP money can be released to me

How will the State be paid for the reimbursable public assistance it gave me if I checked the block called Initial Payment Only?

If I am found eligible to receive SSI/SSP money, SSA will send the State my first retroactive SSI/SSP payment or an amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI/SSP money can be released to me. The State may:

- Deduct from my first retroactive SSI/SSP payment an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when the law does not restrict the manner in which my SSI/SSP money can be released to me, or
- Have SSA send the State an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when the law restricts the manner in which my SSI/SSP money can be released to me.

for months beginning:

- the first month for which I am eligible to receive an SSI/SSP payment

and ending with, and including:

- the month my SSI/SSP payments begin, or
- the following month if the State cannot promptly stop making its last public assistance payment to me.

The State cannot be reimbursed for public assistance it paid to me if that public assistance was financed wholly or partly from Federal dollars.

How will the State be paid for the reimbursable public assistance it gave me if I checked the block called Initial posteligibility Payment only?

If I am found eligible to receive SSI/SSP money, SSA will send the State my first retroactive posteligibility SSI/SSP payment or an amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI/SSP money can be released to me. The State may:

- Deduct from my first retroactive posteligibility SSI/SSP payment an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law does not restrict the manner in which my SSI/SSP money can be released to me, or
- Have SSA send the State an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law restricts the manner in which my SSI/SSP money can be released to me.

for months beginning with:

- the day of the month I again become eligible to receive an SSI/SSP payment following a period of suspension or termination,

and ending with, and including:

- the month my SSI/SSP payments resume, or
- the following month if the State cannot promptly stop making its last public assistance payment to me.

The State cannot be reimbursed for public assistance it paid me if that public assistance is financed wholly or partly from Federal dollars.

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Can the State use this authorization for an Initial Payment of SSI/SSP benefits and an Initial Posteligibility Payment of SSI/SSP benefits?

No. I am authorizing the State to use this form for **only one payment event**. If both payment blocks are checked, this form is not binding on me or the State. If both blocks are checked, the State and I must sign a new form with only one of the payment blocks checked.

Does this authorization serve as a protective filing for SSI/SSP benefits?

Yes. If I checked the Initial Payment Block, signing this form serves as a signed statement of my intention to claim SSI/SSP benefits if I have not filed an SSI/SSP application as of the date this authorization is received by the State. My eligibility for SSI/SSP benefits may begin as early as the date the State receives this signed form if I file an application for SSI/SSP benefits at a social security office within sixty (60) days after that date. This form also serves as a notice from SSA that I have sixty (60) days from the date the State receives this form to file for SSI/SSP benefits. However, if I do not file an application for SSI/SSP benefits at a social security office within sixty (60) days after that date, then I understand that I cancel my intention to claim SSI/SSP benefits and this authorization no longer protects my filing date for SSI/SSP benefits.

How long is this authorization binding on me and the State if I checked the Initial Payment Block?

If I checked the Initial Payment Block, this authorization is binding on me and the State for 12 months beginning with the date SSA received the signed authorization provided that SSA receives the authorization within thirty (30) calendar days of the date I sign it. If the interim assistance agency does not notify SSA within thirty (30) calendar days of the date that I sign this authorization, the authorization is not binding on me or the State. However, if it notifies SSA about this authorization electronically, the thirty (30) calendar days do not begin until the day of the month that SSA requires the State to transmit the electronic notification that it has obtained a signed authorization. Also, this form must be signed and dated by both a State representative and me to be a valid agreement that authorizes the State to receive interim assistance reimbursement from my SSI/SSP payments. Furthermore, if I applied for SSI/SSP before the State received this authorization or I apply for SSI/SSP within 12 months of the date described above or I file a timely request for an administrative or judicial review within the time permitted under SSA's regulations, this authorization will remain in effect, even if beyond the 12 month period until such time as:

- SSA makes the first retroactive payment of SSI/SSP benefits on my initial claim; or
- SSA makes a final determination on my claim; or
- The State and I both agree to terminate this authorization.

How long is this authorization binding on me and the State if I checked the Initial Posteligibility Payment Block?

If I checked the Initial Posteligibility Payment Block, this authorization is binding on me and the State for 12 months beginning with the date SSA receives the signed authorization provided that SSA receives the authorization within thirty (30) calendar days of the date I sign it. If the interim assistance agency does not notify SSA within thirty (30) calendar days of the date that I sign this authorization, the authorization is not binding on me or the State. However, if it notifies SSA about this authorization electronically, the thirty (30) calendar days do not begin until the day of the month that SSA requires the State to transmit the electronic notification that it has obtained a signed authorization. Also, this form must be signed and dated by both a State representative and me to be a valid agreement that authorizes the State to receive interim assistance reimbursement from my SSI/SSP payments. Furthermore, if I file a timely request for an administrative or judicial review within the time permitted under SSA's regulations, this authorization will remain in effect, even if beyond the 12 month period, until such time as:

- SSA makes the first retroactive posteligibility payment of SSI/SSP benefits following a suspension or termination of my SSI/SSP benefits; or
- SSA makes a final determination on my appeal; or
- The State and I both agree to terminate this authorization.

What rights and appeals are available to me under this authorization?

The State is required to:

1. Pay me any balance due from the retroactive SSI/SSP payment within 10 working days of their receipt of my SSI/SSP payment.
2. Give me a written notice explaining:
 - How much SSA repaid the State for interim assistance it paid me;
 - The balance, if any, due me unless the Social Security Act requires SSA to pay me such balance. (In such an event, SSA will notify me of the manner in which the balance will be paid to me.); and
 - That I will have an opportunity for a hearing with the State if I disagree with its actions regarding repayment of interim assistance or any action the IA agency took regarding this authorization.

Signature of Applicant

Date

Signature of State Representative

Date



NOTICE OF ACTION AND
RIGHT TO REQUEST A HEARING

[Empty rectangular box for stamp or signature]

Case Name: _____

Case Number: _____

Case Worker: _____

Date: _____

This office was advised on _____ of an initial Supplemental Security Income/State Supplementary Program (SSI/SSP) payment for you in the amount of \$ _____ for the period _____ Through _____. As per your agreement, we are sending you or Social Security will send your representative payee the balance of \$ _____ after deducting the amount of \$ _____ to repay the amount of assistance you received from the State for that same period while the Social Security Administration (SSA) completed the work on your application or post eligibility determination for SSI/SSP payments.

SSI/SSP PAYMENT

If you disagree with the amount of SSI/SSP payment, contact your local Social Security Office. The amount of the total SSI/SSP payment is subject to the SSA appeal process. A request for reconsideration must be filed within 60 days after the date the notice of the initial determination is received.

STATE ASSISTANCE REIMBURSEMENT

If you disagree with the amount of State assistance reimbursed from your initial SSI/SSP payment or you contend that we did not send you the balance. If any, as shown above within 10 days, please contact the State office shown below:

Check Agency:

Clark County: Clark County Legal Services 702-386-1070 Washoe County: Washoe County Legal Services 775-331-5960

Rural Counties: Nevada Indian-Rural Legal Services Carson City 775-883-0404 Toll Free: 1-800-323-8666

You may request a hearing by signing and returning this form. You can represent yourself at the hearing or be represented by a friend, attorney, or other person. If you cannot afford legal counsel, the legal services program in your state may be able to help you.

I would like a hearing _____
Client or Representative Payee Signature Date

SUPPLEMENTAL SECURITY INCOME NOTICE OF INTERIM ASSISTANCE REIMBURSEMENT

PART I: STATE AGENCY IDENTIFYING INFORMATION

TO: (Name and address of State Agency)

Date:

GR CODE:

PART II: CLAIMANT INFORMATION

NAME AND ADDRESS: (Includes Representative Payee's Name and Address if applicable)

CLAIM

SOCIAL SECURITY NUMBER

DATE OF SSI ELIGIBILITY

AMOUNT OF SSI RETROACTIVE PAYMENT

AMOUNT AND MONTH OF RECURRING SSI PAYMENT

PART III: PAYMENT SUMMARY

PART IV: STATE'S ACCOUNTABILITY REPORT

(See Reverse Before Completing)

	AMOUNT	DATE RECEIVED	DATE SENT
1. Amount of reimbursement check the State received from SSA			
2. Amount of interim assistance paid to the individual			
3. Amount of the reimbursement check retained by the State			
4. Amount of the reimbursement check forwarded to the individual			
5. Amount of reimbursement check returned to SSA			

DATE NOTICE RECEIVED

FIRST MONTH FOR WHICH STATE PAID IA THIS PERIOD

NOTE: Total of items 3, 4, and 5 should equal the amount shown in item 1.

I certify that the above is a true statement of receipts and disbursements under our agreement with the Commissioner of Social Security for the purpose of furnishing interim assistance to individuals as established by P.L. 93-358, as amended.

SIGNATURE

TITLE AND AGENCY

DATE



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SUPPLEMENTAL SECURITY INCOME NOTICE OF INTERIM ASSISTANCE REIMBURSEMENT

PART I: STATE AGENCY IDENTIFYING INFORMATION

TO: *(Name and address of State Agency)*

Date:

GR CODE:

ACTION REQUIRED BY THE STATE

Complete the State's Accountability Report using the information in the "PAYMENT SUMMARY" and return to the Social Security Administration within 30 days of receipt of the Interim Assistance Reimbursement check.

THINGS TO REMEMBER WHEN DETERMINING YOUR AMOUNT OF REIMBURSEMENT

- Federally Reimbursable Interim Assistance (IA) is assistance from State or local funds to an individual for meeting basic needs during the period beginning with the first month for which such individual received an SSI dollar amount payment; or, beginning with the first day for which the individual's benefits were suspended or terminated, if the individual was subsequently found to have been eligible for such payments, and paid an SSI dollar amount ending with (and including) the month payment is made.
- You may recoup the assistance you paid for any month in a period as defined above for which both SSI and IA payments were made. You may not recoup for any months prior to the month in which you began paying IA in this period. If a month is not listed in the "Payment Summary" you cannot recoup the assistance you paid for that month. However, if you have prepared and cannot stop delivery of the last assistance payment that you made to an individual when you receive that individual's SSI payment from SSA, you may recoup that assistance payment even though it is not listed in the "Payment Summary."
- In cases where SSI payments were prorated, you must prorate the amount you recover for that month. You may only recoup the prorated amount of the full IA payable for that month. A month's payment was prorated if the day is other than the first of the month.
- Assistance payments financed in whole or part from Federal funds (e.g., TANF) do not come within the meaning of interim assistance.
- Excess IAR payments are to be made to the individual within 10 working days of receipt of the reimbursement check.

PRIVACY ACT NOTICE: The Social Security Administration (SSA) is authorized to collect this information under §1631 (g) of the Social Security Act. It is required to determine the amount of interim assistance to reimburse the State. Failure to provide all or part of the information could prevent an accurate and timely decision on the amount of reimbursement. The information you furnish here will not be used for any other purpose..

Explanations about these and other reasons why information you provide us may be used or given out are available in Social Security Offices. If you want to learn more about his, contact any Social Security Office.

The Paperwork Reduction Act of 1995 requires us to notify you that this information collection is in accordance with the clearance requirements of section 3507 of the Paperwork Reduction Act of 1995. We may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a valid OMB control number.

TIME IT TAKES TO COMPLETE THIS FORM: We estimate that it will take you about 10 minutes to complete this form. This includes the time it will take to read the instructions, gather the necessary facts and fill out the form. If you have comments or suggestions on this estimate, write to the Social Security Administration, ATTN: Reports Clearance Officer, 1-A-21 Operations Bldg., Baltimore, MD 21235-0001. Send only comments relating to our "time it take" estimate to the office listed above. All requests for Social Security cards and other claims-related information should be sent to your local Social Security office, whose address is listed under Social Security Administration in the U.S. Government section of your telephone directory.



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CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Agency Name: Department of Health and Human Services, Division of Welfare and Supportive Services, Administration Contractor Name: Douglas County Social Services

Agency Code: 407 Address: 1133 Spruce St.

Appropriation Unit: 3228 Gardnerville, NV 89410

Is budget authority available?: Yes No Contact / Phone: Karen Goode, 775-782-9825

If "No" please explain: N/A Vendor No.: _____ CDB# _____

To what State Fiscal Year(s) will the contract be charged? N/A

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.

<input type="checkbox"/> General Funds	<u>N/A</u> %	<input type="checkbox"/> Fees	<u>N/A</u> %
<input type="checkbox"/> Federal Funds	<u>N/A</u> %	<input type="checkbox"/> Bonds	<u>N/A</u> %
<input type="checkbox"/> Highway Funds	<u>N/A</u> %	<input type="checkbox"/> Other funding:	<u>N/A</u> %

2. Contract start date:
a. Effective upon Board of Examiner's approval? or b. other effective date Upon Approval
Anticipated BOE meeting date N/A

3. Termination date: September 30, 2012 (original contract)
Contract term: 4 years (indicate in years the length of the contract and any potential renewals)

4. Type of contract (check one):
a. New Contract Cooperative Agreement
 Contract Amendment # _____ Revenue Contract
 Interlocal Contract Other Contract: _____

b. Contract Description (limited to 3 or 4 key words): Social Security Interim Assistance

Purpose of contract (Describe work to be accomplished):
This contract will provide interim assistance to Social Security applicants while their Social Security Income Applications are pending. The contractor will be reimbursed by the SSA upon the applicants receipt of their first check from the SSA

a. NEW CONTRACTS ONLY:
The maximum amount of the contract for the term of the contract is: N/A
Payment for services will be made at the rate of N/A per N/A
(enter dollar amount) (time interval, i.e., hour, year)
or, if not applicable, specify other basis for payment: _____

b. CONTRACT AMENDMENTS ONLY: Meeting date of BOE approval
Maximum amount of the original contract: (refer to 6 a) 1. _____
Total amount of any previous contract amendments 2. _____
Amount of current contract amendment 3. _____
New maximum contract amount (Add lines 1, 2, and 3 for the total of line 4) 4. _____
and/or the termination date of the original contract has changed to: _____

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II. JUSTIFICATION

7. What conditions mandate that this work be done?

Individuals applying for social security wait several months before receiving their first payment. This agreement allows the individual to receive benefits in the interim.

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

Applicants for these services typically do not visit a welfare office. This agreement allows applicants to apply for benefits at other public agencies.

9. Were quotes or proposals solicited? Yes No

Was the solicitation (RFP) done by the Purchasing Division? Yes No If both are No, see 9 b.

a. If yes, list the names of vendors that submitted proposals.

State law allows for public agencies to contract directly with each other through interlocal agreements.

b. Solicitation Waiver # _____ Professional Service Exempt

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

Division of Welfare and Supportive Services is entering into agreements with several public agencies.

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

10. Does the contract contain any IT components? Yes No

If yes, per NRS 242.151 DoIT approval is required.

DoIT Director or designee approval

Date

III. OTHER INFORMATION:

11. Is the contractor employed by the State of Nevada, any of its political subdivisions or by any other government?

Yes No

If "Yes," is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

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

Yes No

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:

DWSS currently has agreements in place with this vendor and they are providing satisfactory service.

13. Contracts over \$25,000 per fiscal year: Is the contractor currently involved in litigation with the State of Nevada?

Yes No

If "Yes," please provide details of the litigation and facts supporting approval of the contract.

14. Agency Field Contract Monitor:

Sherry Haar
Printed Name

Program Specialist III
Title

775-684-0722
Phone No.

15. Certified Contract Manager Approval:

Jason Holm
Printed Name

Jason Holm
Signature

775-684-0650
Phone No.

16. Agency Head Approval:

Erin Riverette
Signature

17. Date Contract Summary was Prepared: _____

D:



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COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: May 19, 2009

Hazen Clerk of the 926 Judicial District Court of the State of Nevada in and/or the County of Douglas.

By Carol M. Embrey Deputy